

August 26, 2020

Via eTariff

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

**Re: *PacifiCorp*, Docket No. ER20-____-000
Fifth Amended and Restated Transmission Service and Operating Agreement,
Rate Schedule No. 297**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)¹ and Part 35 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) regulations,² PacifiCorp hereby submits for filing the Fifth Amended and Restated Transmission Service and Operating Agreement (“Amended TSOA”), between PacifiCorp and Utah Associated Municipal Power Systems (“UAMPS”), to be designated as PacifiCorp Fifth Revised Rate Schedule No. 297 in eTariff. As discussed herein, the Amended TSOA is a result of the Parties’ efforts to incorporate operational changes at existing Points of Delivery (“PODs”) and account for certain additional PODs, consistent with previous filings accepted by the Commission, as well as to generally update the agreement since it was last filed with the Commission in Docket No. ER14-2690.

PacifiCorp respectfully requests that the Commission accept the Amended TSOA for filing with an effective date of October 25, 2020. UAMPS has reviewed this filing and has authorized PacifiCorp to state that UAMPS concurs in it.

I. Background

A. PacifiCorp

PacifiCorp is an Oregon corporation and vertically-integrated utility primarily engaged in providing retail electric service to approximately 1.9 million residential, commercial, industrial, and other customers in portions of six states: California, Idaho, Oregon, Utah, Washington, and Wyoming. PacifiCorp provides electric transmission service in nine Western states, and owns or has interests in approximately 16,500 miles of transmission lines and 71 thermal, hydroelectric, wind-powered generating, and

¹ 16 U.S.C. § 824d (2018).

² 18 C.F.R. Part 35 (2020).

geothermal facilities. PacifiCorp provides open access transmission service in accordance with its Open Access Transmission Tariff (“OATT”), which is on file with the Commission. PacifiCorp operates two balancing authority areas (“BAAs”), PacifiCorp East (“PACE”) and PacifiCorp West (“PACW”).

B. UAMPS

UAMPS is an interlocal association and a political subdivision of the State of Utah that provides power pooling, scheduling, resource management and other electric services to its members, consisting of 47 municipal and other public power systems in six western states. UAMPS’ member utilities include 35 municipalities, one joint action agency, two electric service districts, one public utility district, two water conservancy districts, four cooperatives, one municipal utility district and one non-profit corporation. These utilities are located in the states of Utah, Idaho, California, Nevada, Wyoming and New Mexico.

C. Description of the TSOA

PacifiCorp has provided a form of network transmission service to UAMPS since the original TSOA was executed in 1991.³ UAMPS is responsible for providing certain transmission services for its members in the State of Utah. Those members are interconnected with PacifiCorp (either as direct connections or contractual rights representing a direct connection for purposes of interconnection). The PODs to which PacifiCorp delivers power and energy under the agreement are described in Appendix A to the Amended TSOA. Since its initial filing with the Commission, the Parties have amended the TSOA to conform to Commission-accepted settlement agreements,⁴ and, as relevant to this filing, to update the Appendices.⁵ On August 22, 2014, PacifiCorp filed the currently-effective Fourth Amended and Restated UAMPS TSOA,⁶ which revised the Third Amended and Restated UAMPS TSOA to reflect the Parties’ rights and obligations

³ The UAMPS TSOA was first executed on an interim basis by PacifiCorp and UAMPS on May 7, 1991. *See* PacifiCorp, Letter Order, Docket Nos. ER91-354-000, *et al.* (June 19, 1991). The interim UAMPS TSOA was replaced with a permanent agreement in 1992. *See PacifiCorp*, Letter Order, Docket No. ER92-554-000 (July 20, 1992); *see also PacifiCorp*, 83 FERC ¶ 61,337 (1998); *PacifiCorp*, 95 FERC ¶ 61,122 (2001).

⁴ *See, e.g.* PacifiCorp, Letter Order, Docket No. ER01-3029 (Nov. 15, 2001) (accepting updated UAMPS TSOA following settlement agreement, mediated with FERC’s dispute resolution service); *PacifiCorp*, 143 FERC ¶ 61,107 (2013) (accepting settlement agreement and amended UAMPS TSOA, which was revised “to conform more closely to the network transmission service provisions in the PacifiCorp OATT”); PacifiCorp, Third Amended and Restated UAMPS TSOA, Docket No. ER13-1005 (April 23, 2013) (updating charges for ancillary services in Appendix E).

⁵ *See, e.g.* PacifiCorp, Letter Order, Docket No. ER04-647, (April 27, 2004) (accepting new PODs in Appendix A); PacifiCorp, Letter Order, Docket No. ER05-227 (January 10, 2005) (accepting new PODs in Appendix A, and new resources and accompanying footnotes in Appendix B); PacifiCorp, Letter Order, Docket No. ER09-1474 (September 15, 2009) (accepting updated Appendix A PODs and updated resource in Appendix B); PacifiCorp, Letter Order, Docket No. ER10-1019 (May 27, 2010) (accepting additional PODs added to Appendix A).

⁶ *PacifiCorp*, Docket No. ER14-2690-000; *PacifiCorp*, Letter Order, Docket Nos. ER14-2690-000 (accepting Fourth Amended and Restated TSOA).

related to PacifiCorp's participation in the Energy Imbalance Market ("EIM") administered by the California Independent System Operator Corporation.

II. Description of the Amended TSOA

The Amended TSOA is filed herewith as Fifth Revised Rate Schedule No. 297. As described further below, the Amended TSOA reflects mutually-agreed upon updates to the main body of the agreement as well as to certain Appendices.

A. Changes to Appendices

Consistent with previously accepted filings,⁷ the Amended TSOA revises several Appendices, including Appendix A (UAMPS Points of Delivery), Appendix B (UAMPS Resources), and Appendix D (Charge and Derivation of the UAMPS Distribution Voltage Delivery Change), which has become necessary as the ongoing service arrangements between PacifiCorp and UAMPS have evolved over time. As discussed in Part III below, however, many of these revisions do not reflect any new service to UAMPS.

1. Appendix A Changes

Appendix A of the Amended TSOA sets out the Points of Delivery ("PODs") for UAMPS members taking service through the Amended TSOA. The changes to Appendix A fall into three categories, discussed further below: (a) redundant PODs for operational and reliability purposes that do not constitute new or modified service to UAMPS member cities, (b) additional PODs reflecting new or modified service to UAMPS member cities, and (c) non-substantive clarifications regarding substation names, voltages, and footnotes.

a. Redundant Points of Interconnection for Reliability and Operational Purposes

The first category of Appendix A changes are operational changes to PODs to serve more reliably the existing UAMPS member loads. First, PacifiCorp's new Purgatory substation, was energized on or around June 21, 2019 to provide redundant, and more reliable, service for the UAMPS member cities of Hurricane, Santa Clara, St. George, and Washington City.⁸ Second, and similarly, additional operational changes and redundant points of interconnection were made at various Lehi and Logan substations by PacifiCorp on behalf of UAMPS: "Lehi Tap #8 (Littlefield)" as of May 1, 2015, "Lehi Spring Creek" as of June 1, 2017,⁹ "Lehi Westside" as of June 1, 2018, and "Logan West Logan" as of December 1, 2017. Finally, effective April 15, 2020, three previously existing 46 kV Lehi PODs (Lehi Tap #3 A, B, and C) were upgraded to a single 138 kV POD called "Lehi Glen

⁷ *Supra* notes 4-5.

⁸ *See PacifiCorp*, Docket No. ER19-2227-000 (Aug. 2, 2019) (delegated letter order accepting transmission interconnection agreement between UAMPS and PacifiCorp for Purgatory substation).

⁹ *See also PacifiCorp*, Letter Order, Docket No. ER17-1091-000 (Apr. 25, 2017) (accepting construction agreement between PacifiCorp and Lehi City for Lehi City Spring Creek point of interconnection).

Carter.” This operational change was the result of several months’ of work, and was completed during the course of PacifiCorp’s efforts to update the TSOA.

b. New Points of Delivery

In the second category of Appendix A changes, PacifiCorp and UAMPS revised the TSOA to add the Brigham City POD and Price City POD effective July 1, 2015, “Veyo SS” POD effective May 1, 2016, and “Lower Valley Electric” POD effective October 1, 2019. PacifiCorp made these changes at the request of UAMPS members Brigham City and Price City to serve their existing loads. The Veyo SS POD was added to account for the station power needs of the UAMPS Veyo generating facility. The Lower Valley Electric POD pertains to the delivery of the output of the Horse Butte Wind generating facility to UAMPS-member city Lower Valley, Utah. This output was recently removed from a separate agreement between the Bonneville Power Administration (“BPA”) and PacifiCorp Transmission for purposes of service from the generating facility being delivered under the Amended TSOA.¹⁰

c. Non-substantive Clarifications to Substation Names, Voltages, and Footnotes

Finally, the Amended TSOA includes various non-substantive revisions to Appendix A PODs, substation names, voltages, and footnotes. These changes are:

- The Santa Clara POD has been moved down to the “Emergency Only” portion of Appendix A, to more accurately reflect, on a prospective basis, that UAMPS only schedules to this POD during emergency situations.
- Certain Lehi and Morgan city substations have been renamed, and the following substations have been updated to reflect more accurate voltage levels: St. George Substation #1, Sugar Mill #2, Lehi Tap #5 (Bull River), and Morgan Substation #1.
- Footnote 8 updates a cross-reference to a separate agreement on file with the Commission under which customers shared by both UAMPS and BPA are also provided service.¹¹
- Footnote 11 is updated to clarify certain metered transformer loads at the Lehi POD.
- Outdated load limitations for the Santa Clara (Ivins Tap) POD in footnote 15 are replaced with the contents of former footnote 17 regarding the Causey Hydro Station Service POD.

¹⁰ PacifiCorp, BPA NITSA (SE Idaho Area), submitted in Docket No. ER20-112-000 (October 15, 2019); *Letter Order Accepting Filing*, Docket No. ER20-112-000 (Dec. 4, 2019).

¹¹ Amended TSOA at Appendix A, n. 8 (replacing references to Bonneville-PacifiCorp General Transfer Agreement, Contract No. DE-MS79-88BP92287, terminated as noted in Docket No. ER16-1522, with the currently-effective Bonneville-PacifiCorp NITSA, on-file with the Commission as PacifiCorp Service Agreement No. 747).

- Footnote 16 is updated to explain the POD arrangements specific to PacifiCorp's new Purgatory substation and to reference metering information that is subject to a separate Transmission interconnection Agreement on file with the Commission in Docket No. ER19-2227.
- Footnote 17 cross-references an agreement between UAMPS, BPA, and Lower Valley Electric specifying how UAMPS intends to schedule the output from the Horse Butte Wind resource. PacifiCorp is not a party to, nor providing any services under that separate agreement.

2. Appendix B Changes

Amended TSOA Appendix B, which sets out UAMPS's designated resources, has also been updated in various respects. First, the Parties revised Appendix B to remove the Constellation West Valley resource, as the underlying power purchase agreement supporting the resource's designation terminated in 2015. Second, the Parties revised footnote 1 to remove previous scheduling restrictions that are now no longer necessary, due to improvements to PacifiCorp's system, and similarly revised footnote 2 to update scheduling restrictions and contract identification information applicable to UAMPS's Mona Resources. Third, footnote 4 is updated to cross-reference a separate agreement between UAMPS and Avangrid Renewables, LLC, clarifying how those parties intend to settle generator imbalance charges. Finally, the Parties updated Appendix B to add in the Richmond Hydro Resource, which became operational and subject to scheduling under the Amended TSOA on July 10, 2017, include a new Veyo Resource that became effective on May 1, 2016, and also to add a cross-reference to PacifiCorp Rate Schedule No. 262 in relation to the Western Resource.

3. Appendix D Changes

Appendix D sets forth the distribution-level deliveries that UAMPS makes on PacifiCorp's distribution system. The Parties have revised this Appendix to remove the Morgan #1 distribution POD, which ceased taking deliveries at distribution voltage levels as of December 26, 2018. The Parties also revised Appendix D to add the Richmond Irrigation substation and the "Veyo SS" PODs, which are prospective changes only, effective as of the Commission-established effective date of this filing.

4. Other Appendix Changes

The Parties updated Appendix E to clarify that Generator Imbalance Service will not be applicable to the Pleasant Valley Wind generator, which is subject to a separate agreement between UAMPS and Avangrid Renewables, LLC. Finally, the Parties have revised Appendix F to remove reference to a Hurricane behind the meter resource for the city of Hurricane, Utah.

B. Miscellaneous Changes

In addition to the changes described above, the Amended TSOA also includes other non-substantive revisions. For example, internal references to Iberdrola have been universally updated to reflect Iberdrola's successor company, Avangrid Renewables, LLC. Amended TSOA Section numbers 27.1 and 28.1 have been updated to 28.1 and 29.1, respectively, to accurately reflect their designations. Finally, the notice provisions for UAMPS and date of execution of the Amended TSOA have all been updated.

C. Blue Mountain Biogas Resource

In November 2012 a new UAMPS biogas resource ("Blue Mountain Biogas") came online. Although the Parties agreed to include this resource in the TSOA, due to an administrative error, it was never added to the TSOA. Since the most recent filing of the TSOA in 2014, however, the underlying power purchase agreement justifying the resource designation terminated in May 2019. Accordingly, between November 2012 and May 2019, Blue Mountain Biogas was a designated resource under the Parties' TSOA, but never formally added to the agreement filed with the Commission.

III. Time-Value Refunds

PacifiCorp acknowledges that revisions to the TSOA require timely filing with the Commission. Furthermore, Commission precedent requires a utility submitting a late-filed agreement to "refund to its customers the time value of revenues collected, calculated pursuant to section 35.19a of [the Commission's] regulations (18 C.F.R. § 35.19a), for the entire period that the rate was collected without Commission authorization."¹² FERC has also recognized, however, that when no revenues are collected pursuant to a late-filed agreement, no such refunds are required.¹³

Accordingly, because charges to UAMPS under the Amended TSOA are based on PacifiCorp's OATT-based network integration transmission service rate as applied to UAMPS's monthly coincident peak demand,¹⁴ only the changes described in Part II.A.1.b constitute additional load service, and therefore, additional revenues to PacifiCorp from which time-value refunds must be made. The other changes described in Part II did not result in an incremental addition to UAMPS's monthly peak demand, or otherwise increase service to UAMPS.

The spreadsheet in Attachment A details an estimated calculation of time-value refunds for the incremental charges to UAMPS under the TSOA for service at the new PODs, calculated through August 17, 2020. Upon Commission acceptance of this filing, PacifiCorp will submit a refund report that calculates the refunds through the effective date of this filing, and will pay such refunds to UAMPS.

¹² *Prior Notice and Filing Requirements under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, 61,979, order on clarification, 65 FERC ¶ 61,081 (1993).

¹³ *PacifiCorp*, 141 FERC ¶ 61,010, P 11 (2012) ("Based on PacifiCorp's representations that no revenues were collected pursuant to these late-filed agreements, no refunds are required.").

¹⁴ Amended TSOA, Appendix C ("Charge for Firm Transmission Service").

IV. Additional Information

A. Effective Date and Request for Waiver

In accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp respectfully requests that the Commission establish an effective date of October 25, 2020 for the Amended TSOA.

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

B. Communications

All communications and correspondence regarding this filing should be forwarded to the following persons and PacifiCorp requests that they be placed on the service list in this proceeding.¹⁵

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C. Service

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

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

D. Documents Included with this Filing

PacifiCorp is submitting a filing package that includes:

¹⁵ To the extent necessary, PacifiCorp respectfully requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b), to permit all of the persons listed to be placed on the official service list for this proceeding.

- This Transmittal Letter;
- Attachment A: Spreadsheet of Time Value Refunds calculated through August 17, 2020;
- Redline version of the Fifth Revised Rate Schedule No. 297; and
- Clean executed version of the Fifth Revised Rate Schedule No. 297.

IV. Conclusion

For the foregoing reasons, PacifiCorp respectfully requests that the Commission accept the Amended TSOA, effective October 25, 2020 as requested. If you have any questions, or if I can be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

/s/ Riley Peck

Riley Peck

Attorney for PacifiCorp

Attachment A:

Spreadsheet of Time Value Refunds Calculated Through August 17, 2020

FIFTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING
AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
PACIFICORP

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FIFTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
PACIFICORP

PREAMBLE

THIS Fifth Amended and Restated Transmission Service and Operating Agreement is made and entered into as of the 25th day of August, 2020, by and between UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS, 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 (“UAMPS”); and PACIFICORP, an Oregon corporation. UAMPS and PacifiCorp are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.”

WITNESSETH

WHEREAS, the electrical systems of the Parties are interconnected; and

WHEREAS, PacifiCorp had agreed in several previous agreements to provide transmission service for the various resources available to UAMPS, as well as to provide the other services, including applicable Ancillary Services, necessary as a Balancing Authority Area operator; and

WHEREAS, UAMPS and PacifiCorp entered into a Transmission Service and Operating Agreement dated March 25, 1991 (“Interim Agreement”) which consolidated transmission services under the previous agreements and the Parties mutually agreed to replace the Interim Agreement with a long-term Transmission Service and Operating Agreement, initially dated May 7, 1992, as subsequently revised; and

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Definitions

When used in this Agreement with initial capitalization the following terms shall have the respective meanings set forth below and shall be applicable to both the singular and plural forms:

- 1.1. Agreement – This Fifth Amended and Restated Transmission Service and Operating Agreement between UAMPS and PacifiCorp.
- 1.2. Ancillary Services – Services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining safe, reliable and economic operation of PacifiCorp’s Transmission System in accordance with Good Utility Practice. Ancillary Services provided under this Agreement are identified in Appendix E.
- 1.3. Balancing Authority – The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time as specified by NERC.
- 1.4. Balancing Authority Area – The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area as specified by NERC.
- 1.5. Behind-the-Meter Generation – UAMPS’ and its members’ existing generation behind a metered Point of Delivery for any single unit which equals or exceeds 10 MW, and for all units wherever the aggregate nameplate capacity of the units behind a single Point of Delivery (including hydro units) equals or exceeds 25 MW, including without limitation, generation from UAMPS’ Nebo, Bountiful and Murray facilities. Notwithstanding the foregoing, (a) the units set forth on Appendix F shall not be included as Behind-the-Meter Generation, (b) the two 40 MW Millcreek units in Washington County shall not be included as Behind-the-Meter Generation until a second 345 kV transmission line to Red Butte (or a comparable line providing a second EHV source to that area) is constructed and placed in service, (c) the units behind the Logan POD that are not specified on

Appendix F will not be included as Behind-the-Meter Generation until a new unit or units of 1 MW or more are installed at that POD, and (d) new generation aggregating 5 MWs or less behind a POD that has no existing Behind-the-Meter Generation shall not be included as Behind-the-Meter Generation until the aggregate of such generation exceeds 5 MWs.

- 1.6. Business Practice – Transmission business practices that PacifiCorp periodically develops, and posts on its OASIS website, that provide additional detail explaining how PacifiCorp will implement its Tariff and this Agreement.
- 1.7. Effective Date – The date determined in Section 2 herein.
- 1.8. FERC – The Federal Energy Regulatory Commission or its successor.
- 1.9. Good Utility Practice – shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric 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, including those practices identified in Federal Power Act section 215(a)(4), defining “reliable operation.”
- 1.10. Hunter II – UAMPS’s share of Hunter Unit No. 2, which is part of the Hunter Generation Station located near Castledale, Utah and is operated by PacifiCorp.
- 1.11. Hunter Resource – The power and energy delivered by UAMPS to the PacifiCorp Transmission System at the Hunter Generating Station. Such power and energy may include amounts generated from UAMPS’s ownership interest in Hunter generation; amounts of Hunter generation purchased from one or more other owners of Hunter generation and delivered to UAMPS at the Hunter bus; and amounts accumulated in UAMPS’s Hunter Variation Account and owed to UAMPS.

- 1.12. Hunter Variation Account – The account described in section 8 in which the hourly differences are accumulated between UAMPS’ schedule of its Hunter Resource and UAMPS’ actual deliveries to the PacifiCorp Transmission System from its Hunter Resource.
- 1.13. Monthly Transmission System Peak – The maximum firm usage of PacifiCorp’s Transmission System in a calendar month as determined in accordance with the Tariff.
- 1.14. Native Load - The total load within PacifiCorp's Balancing Authority Area, including (1) obligations to customers of PacifiCorp under state regulatory jurisdiction, (2) obligations to customers of other utilities receiving transmission or other services from PacifiCorp, including UAMPS, and (3) PacifiCorp's normal obligations associated with operating a Balancing Authority Area. UAMPS Load is included within Native Loads hereunder.
- 1.15. NERC – North American Electric Reliability Corporation.
- 1.16. Net Hunter Schedule – The scheduled power and energy delivered to the PacifiCorp Transmission System from the Hunter Resource by UAMPS, which will consist of UAMPS’ scheduled ownership share of Hunter II net of any purchases and sales from or to entities having ownership rights to Hunter Generating Station generation, plus any schedules from the Hunter Variation Account. The Net Hunter Schedule shall be used in calculating the hourly energy imbalances described in Section 8.
- 1.17. Open Access Same-Time Information System (OASIS) – The information system and standards of conduct contained in Part 37 of FERC’s regulations and all additional requirements implemented by subsequent FERC orders applicable to OASIS.
- 1.18. PacifiCorp Transmission System – The facilities that are owned, controlled or operated by PacifiCorp that are used to provide transmission service under this Agreement and the Tariff and are included in PacifiCorp’s Tariff transmission revenue requirement periodically filed with FERC.

- 1.19. Points of Delivery (“PODs”) - Point(s) on PacifiCorp’s Transmission System where capacity and energy transmitted by PacifiCorp will be made available to UAMPS, as initially specified in Appendix A hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting network Points of Delivery and posted on PacifiCorp’s OASIS.
- 1.20. Points of Receipt (“PORs”) – Point(s) of interconnection on PacifiCorp’s Transmission System where capacity and energy from UAMPS Resources will be available to PacifiCorp by UAMPS, as initially specified in Appendix B hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting Network Resources and posted on PacifiCorp’s OASIS.
- 1.21. Real Power Losses – Electrical losses associated with the use of PacifiCorp’s Transmission System. Such losses are provided for in Section 6 of this Agreement and Schedule 10 of the Tariff.
- 1.22. Tariff – PacifiCorp's Open Access Transmission Tariff.
- 1.23. UAMPS Load – The load that UAMPS identifies for firm transmission service under Section 3.1 of this Agreement, at the Points of Delivery initially designated in Appendix A hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting network Points of Delivery and posted on PacifiCorp’s OASIS, including deliveries from Hunter II to the Mona Point of Delivery. UAMPS Load shall include all load served by the output of any UAMPS Resources, including Behind-the-Meter Generation, provided however, that to allow for installation of metering and implementation of procedures for scheduling and billing, the effective date for billing for Behind-the-Meter Generation will commence with the first billing period starting 90 days after FERC approval of the settlement in Docket No. ER12-336 or October 1, 2012, whichever comes earlier. Metered and scheduled amounts at Points of Delivery shall be adjusted for losses. UAMPS Load associated with Behind-the-Meter Generation shall consist of the metered output of each unit qualifying as such, and shall not be adjusted for losses. UAMPS may elect to designate less than its total load as UAMPS Load but may

not designate less than its total load at a discrete Point of Delivery, except for deliveries at Mona. Where UAMPS has elected not to designate a particular load at discrete Points of Delivery as UAMPS Load, UAMPS is responsible for making separate arrangements under Part II of the Tariff for any point-to-point transmission service that may be necessary for such non-designated load. Notwithstanding the foregoing, UAMPS Load shall not include load served by the Western Resource.

- 1.24. UAMPS Monthly Coincident Peak Demand – UAMPS Load coincident with the Monthly Transmission System Peak.
- 1.25. UAMPS Resources – Any generating resource that is owned, purchased, or leased by UAMPS, including without limitation purchased power and energy, as initially designated in Appendix B hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting Network Resources. UAMPS Resources shall also include Behind-the-Meter Generation as identified, but with the exclusions also identified, in Section 1.5 and Appendix F, but do not include any resource, or portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet UAMPS Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program.
- 1.26. WECC – the Western Electricity Coordinating Council.
- 1.27. Western – Western Area Power Administration, Salt Lake City Area Integrated Projects.
- 1.28. Western Low-Voltage Agreement – the Contract between PacifiCorp and United States Department of Energy Western Area Power Administration Salt Lake City Integrated Projects for Low-Voltage Transmission Service to Utah Contractors dated April 18, 1990, as amended thereafter.
- 1.29. Western Resource – Power and energy available to UAMPS at the Points of Use defined in the Western Transmission Agreement or the Western Low-Voltage Agreement. Points of Delivery under this Agreement will be consistent with the Western Transmission Agreement.

1.30. Western Transmission Agreement – the Contract (No. 14-06-400-2436) between PacifiCorp and United States Department of Energy Western Area Power Administration, Salt Lake City Area Integrated Projects for Interconnections and Transmission Service dated May 17, 1962, as amended thereafter.

2. Term and Termination

2.1. This Agreement shall be subject to acceptance for filing by FERC.

2.2. This Agreement shall be effective on the date it is permitted to become effective by the FERC. PacifiCorp shall submit this Agreement for filing with FERC in accordance with FERC filing requirements. If accepted for filing by FERC, this Agreement, as it may hereafter be amended by mutual agreement of the Parties or in accordance with Section 29 of this Agreement, will remain in full force and effect for so long as UAMPS is interconnected with PacifiCorp's Transmission System; provided, however, that the Agreement may be terminated or replaced by mutual agreement of the Parties.

3. Firm Transmission Service

3.1. Commencing on the Effective Date, PacifiCorp shall accept from UAMPS schedules for firm transmission service over the PacifiCorp Transmission System for the delivery of capacity and energy from UAMPS Resources to UAMPS Load at the Points of Delivery (other than Mona) identified in Appendix A and also for delivery of capacity and energy from Hunter II to the Mona Point of Delivery. PacifiCorp's obligation to deliver such amounts of power and energy shall be subject to PacifiCorp's right to interrupt or reduce such deliveries pursuant to Subsection 3.3 and Subsection 3.4 herein. UAMPS shall pay PacifiCorp for firm transmission service provided under this Section in accordance with Appendices C, D and E to this Agreement.

3.2. UAMPS may use PacifiCorp's Transmission System to deliver energy to its UAMPS Loads at the Points of Delivery from resources that have not been

designated as UAMPS Resources on a secondary network service basis comparable to that provided under the Tariff. Such power and energy shall be transmitted, on an as-available basis, at no additional charge. Notwithstanding the foregoing, deliveries to the Mona Point of Delivery may only be scheduled from Hunter II.

3.3. PacifiCorp shall make reasonable provision to supply continuous firm transmission service, but does not warrant or guarantee that such transmission service shall be free from interruption or reductions for reasons including, but not limited to:

- (a) Interruptions or reductions due to force majeure events pursuant to Section 20 herein;
- (b) Interruptions or reductions due to action reasonably instituted by automatic or manual controls for the purpose of maintaining overall reliability and continuity of PacifiCorp's Transmission System or generation facilities; or
- (c) Interruptions or reductions which, in the reasonable opinion of PacifiCorp, are necessary for the purposes of maintenance, repair, replacement, installation of equipment or inspection of PacifiCorp's Transmission System or generation facilities.

Except as provided in Section 25 herein, PacifiCorp shall not be liable to UAMPS for any direct or indirect damages (including any punitive, special, exemplary, treble, incidental, or consequential damages) resulting from any of the above interruptions or reductions. PacifiCorp shall provide UAMPS reasonable advance notice of any scheduled activities or conditions that will result in interruptions or reductions of transmission service. PacifiCorp shall use reasonable due diligence to expeditiously remove all causes of interruptions or reductions of transmission service which are under its control.

3.4. In the event of an interruption or reduction occurrence as described in Section 3.3 herein, interruptions or reductions shall be made consistent with the curtailment procedures and priorities set forth in the Tariff.

4. Low-Voltage Service to Western

In addition to transmission service provided to Western under the Western Transmission Agreement, PacifiCorp provides transmission service to Western under the Western Low Voltage Agreement. The Parties agree that, for each hour the Western Resource is scheduled, it will be assumed that the scheduled Western Resource, adjusted for transmission losses, was served first to the 138 kV or higher Points of Use defined in the Western Transmission Agreement. In the event the scheduled Western Resource exceeds the metered deliveries at 138 kV or higher, it will be assumed that the maximum single hourly amount which exceeds the load at 138 kV or higher for each monthly billing period, as adjusted for low-voltage losses, was served to the Points of Use defined in the Western Low-Voltage Agreement

5. Distribution Voltage Service

PacifiCorp shall deliver capacity and energy associated with UAMPS Resources from the Points of Receipt to UAMPS' Points of Delivery designated by UAMPS and interconnected with PacifiCorp's Transmission System at distribution voltages (voltages less than 46 kV). The Parties agree that UAMPS shall pay a monthly distribution charge for service at distribution voltage levels. This charge and the method for derivation of this charge are included as Appendix D. Should UAMPS upgrade a distribution voltage Point of Delivery to a voltage equal to or greater than 46kV, PacifiCorp, upon receipt of written notice of such change, shall, upon completion of any necessary upgrades, amend Appendix D to reflect the elimination of such distribution voltage Point of Delivery.

6. Transmission Loss Provisions

UAMPS is responsible for replacing or purchasing Real Power Losses incidental to all scheduled deliveries of power and energy hereunder from UAMPS Resources to UAMPS Load. Such transmission losses shall be calculated in accordance with Schedule 10 to the Tariff. Loss factors associated with distribution service shall be as set forth in Appendix D.

7. Ancillary Services

Ancillary Services provided under this Agreement shall be pursuant to this section and to the terms, conditions, and rates defined in Appendix E and the Tariff.

7.1. PacifiCorp shall provide, and UAMPS is required to purchase, the following Ancillary Services: (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation or Other Sources (less any credits available under the Tariff for reactive supply and voltage control from generation or other sources provided by UAMPS).

7.2. PacifiCorp shall offer to provide the following Ancillary Services associated with load served within PacifiCorp's Balancing Authority Area: (i) Regulation and Frequency Response, (ii) Generator Regulation and Frequency Response Service, (iii) Energy Imbalance, (iv) Operating Reserve – Spinning, (v) Operating Reserve – Supplemental, and (vi) Generator Imbalance. UAMPS is required to acquire these Ancillary Services, whether from PacifiCorp, from a third-party, or by self-supply.

7.3. Pursuant to Section 7.2, UAMPS must purchase Ancillary Services from PacifiCorp unless UAMPS demonstrates, in accordance with the Tariff and Business Practices, that it has acquired the Ancillary Services from a third party or by self supply.

7.4. Should UAMPS determine to self-supply Ancillary Services as specified by Section 7.2 of this Agreement, it shall do so in accordance with the Tariff and PacifiCorp Business Practices.

8. Hunter Variation Account

The Parties shall establish and maintain a variation account to accumulate the hourly differences between UAMP's Net Hunter Schedule and UAMPS' actual deliveries to the PacifiCorp Transmission System of the Hunter Resource. For the purpose of this Hunter Variation Account, UAMPS' actual deliveries to the PacifiCorp Transmission System from the Hunter Resource shall be equal to the sum of (1) UAMPS' ownership share of the actual

Hunter II generation less UAMPS' station service requirements with its ownership share of Hunter II and (2) any scheduled purchases by UAMPS from any entity with ownership rights in Hunter Generating Station generation and delivered to UAMPS at the Hunter Generating Station bus, less sales of Hunter Generating Station generation scheduled by UAMPS for delivery to any entity with ownership rights in Hunter Generating Station generation and less (or plus, as appropriate), any schedules from (or to) the Hunter Resource to PacifiCorp to clear balances in the Hunter Variation Account as provided in this Section. Such variances shall be separately accumulated during on-peak and off-peak periods in accordance with the Northwest Power Pool definitions for on-peak and off-peak periods. PacifiCorp shall account for transactions between entities having ownership rights in Hunter Generating Station generation from schedules provided by such entities and shall notify and provide an accounting summary to UAMPS after the end of each month as to the amounts of Hunter Variation Account energy in the on-peak and off-peak periods and indicating whether such energy is owed to PacifiCorp or to UAMPS. Such variation amounts shall be eliminated through Hunter Variation Account schedules. Such schedules shall eliminate on-peak variations through on-peak schedules and off-peak variations through off-peak schedules within ten days of PacifiCorp's notification unless otherwise mutually agreed.

9. Scheduling Provisions

UAMPS shall schedule all firm transmission service to be provided under Section 3 of this Agreement in accordance with PacifiCorp's Business Practices, prevailing scheduling practices within WECC, and the Tariff.

10. Study Procedures for Additional Service Requests

UAMPS may request that PacifiCorp provide firm transmission service to additional load or from additional resources under this Agreement. The Parties shall follow the system impact study and facilities study procedures set forth in Section 32 of the Tariff to determine whether additional UAMPS Resources, Point(s) of Receipt or Point(s) of

Delivery may be accommodated. UAMPS will promptly notify PacifiCorp of any changes to resources located on UAMPS's or its member's side of a discrete Point of Delivery. For future generator interconnections on UAMPS's or its member's side of a Point of Delivery, UAMPS will request and pay for system impact and facilities studies for generator interconnections greater than 5 MW such that PacifiCorp is aware of and can study the installation, understand any impacts that require mitigation, and implement any required upgrades, all in a manner consistent with Tariff interconnection requirements. Resource updates and capacity delivery levels will be defined through annual load and resource forecasts consistent with Tariff requirements.

11. System Planning

11.1. UAMPS shall provide PacifiCorp with an annual load and resource forecast in accordance with Part III of the Tariff. The load and resource forecast shall be used by PacifiCorp for the purpose of transmission planning only, and shall not be used for any billing purpose whatsoever, including without limitation for firm transmission service pursuant to Section 3 hereof.

11.2. PacifiCorp shall coordinate its transmission planning with UAMPS in accordance with Attachment K of the Tariff.

12. Unauthorized Use

If UAMPS uses transmission service on the PacifiCorp Transmission System from a UAMPS Resource or at a Point of Receipt or Point of Delivery not specified in Exhibits A or B hereof, as may be amended from time to time in accordance with Sections 1.19, 1.24 and 10, or in a manner not authorized by this Agreement, including applicable provisions of the Tariff, as applicable, or uses Ancillary Services in connection with such unauthorized transmission service or in a manner not authorized by this Agreement, including applicable provisions of the Tariff, as applicable, it shall pay for the transmission services and Ancillary Services so provided in accordance with the Tariff, including unauthorized use charges.

13. Meter and Communication Facilities

UAMPS shall own, install, operate, maintain, repair and replace the metering equipment and communications facilities located at each of the Points of Delivery, and at each resource that is Behind-the-Meter Generation, to monitor, control and carry out the obligations and duties required by this Agreement. Notwithstanding the foregoing, (1) metering and communications requirements for Behind-the-Meter Generation will apply only to thermal units and non-run of the river hydro units with nameplate capacity of 5 MW or greater existing on the effective date of this Agreement, and all future thermal units with a nameplate capacity that would require metering and telemetry under PacifiCorp's then current requirements for new generation interconnection; (2) any required new metering for existing thermal units shall be installed no later than the earlier of 90 days following approval of the settlement in Docket No. ER12-336 or October 1, 2012; (3) any required telemetry on existing thermal units for which such metering is required shall be installed no later than the earlier of two years from the date of approval of the settlement in Docket No. ER12-336 or October 1, 2014; (4) the communications requirement for telemetry is only for UAMPS or its members to install the necessary equipment to get data to PacifiCorp's nearest communications facility (such as the interconnection substations for those units), not for any communications upgrades that may be required on PacifiCorp's facilities to receive and process that data, and each party will bear its own costs for necessary communications equipment and upgrades; and (5) metering equipment and communication facilities at Points of Delivery governed by separate interconnection agreements shall be owned, installed, operated, maintained, repaired and replaced pursuant to such agreements. The Parties shall have the right to witness, and shall have the obligation to notify the other Party of any testing and/or calibration of owned metering equipment that affects interconnections and/or deliveries hereunder. Such metering equipment shall be accessible to both Parties. Each Party shall allow the other Party reasonable time in each hour in cooperation with third parties for access to such metering equipment for

interrogation. Meter inspections will be conducted by PacifiCorp in accordance with its procedures for inspecting other similar meters.

14. Underfrequency Relaying

UAMPS shall exercise its best efforts to assist and coordinate with PacifiCorp and UAMPS' members that are registered as Distribution Providers for the implementation and/or maintenance of an underfrequency relaying program which shall include installation of sufficient underfrequency relaying equipment to shed UAMPS' member loads in a manner consistent with applicable NERC reliability standards and applicable load shedding procedures.

15. Energy Imbalance Market

UAMPS agrees to abide by provisions of Attachment T of PacifiCorp's Tariff upon its approval by FERC, to the extent such Attachment T is not inconsistent with this Agreement.

16. Business Practices

UAMPS agrees to abide by provisions of any applicable posted Business Practice, to the extent such Business Practice is not inconsistent with this Agreement.

17. Billing and Payment

Billing statements for all services provided to UAMPS under this Agreement shall be provided via Electronic File Transfer Protocol per UAMPS instructions and within a reasonable period following the end of the month. UAMPS shall pay such amounts including any assessment of interest in accordance with Section 7 of the Tariff. Payment for all services provided hereunder shall be electronically wire transferred pursuant to the instructions on PacifiCorp's invoice.

18. Power Factor

UAMPS shall at all times effectively control and limit the flow of reactive power at the Points of Delivery to maintain a power factor of ninety-five percent (95%) or greater or, by mutual agreement of the Parties, of some lesser power factor; *provided, however,* that UAMPS shall not be required to maintain a power factor greater than PacifiCorp's power factor under comparable circumstances in the same planning area. Upon written request by UAMPS, PacifiCorp shall provide UAMPS with information relating to PacifiCorp's power factor in the area. UAMPS, at UAMPS' expense, shall install or have installed switched capacitors or other equipment as PacifiCorp may reasonably require to eliminate that portion of unscheduled reactive power flow which causes the power factor to fall below the limits established herein. PacifiCorp shall exercise reasonable judgment in minimizing the size of such capacitors or other equipment consistent with voltage control for PacifiCorp's other customers on PacifiCorp's Transmission System. Should UAMPS fail to take the corrective action requested by PacifiCorp within one (1) year after written notice from PacifiCorp, PacifiCorp may perform such services or supply and install such capacitors or other equipment as PacifiCorp deems necessary to provide the corrective action. UAMPS shall reimburse PacifiCorp for all amounts reasonably expended by PacifiCorp and all services contracted for or performed by PacifiCorp in taking the corrective action, including PacifiCorp's standard overhead costs. The total of these expenditures shall be paid by UAMPS within thirty (30) days of receipt by UAMPS of an itemized statement of those expenditures reasonably incurred by PacifiCorp, subject to the dispute procedures of Section 19 herein.

19. Disputes

Any dispute between the Parties involving transmission service under this Agreement shall be resolved in accordance with Section 12 of the Tariff.

20. Force Majeure

Neither Party to this Agreement shall be considered in default in performance of any obligation hereunder if and to the extent that failure of performance shall be due to force

majeure. The term “force majeure” means 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 curtailment, 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 an act of negligence or intentional wrongdoing. However, a Party shall not be relieved of liability for failure of performance if such failure is 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. Any Party rendered unable to fulfill any obligation by reason of force majeure shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a labor dispute against its will.

21. Assignment

Either Party may, without consent of the other Party, assign all or a portion of its rights or delegate all or a portion of its duties under this Agreement in connection with the sale or merger of a substantial portion of the Party's assets, or in connection with the establishment of a Regional Transmission Organization or similar organization that assumes operational control of the Party’s transmission facilities. In all other cases, neither Party shall assign its rights nor delegate their duties under this Agreement or any part of such rights or duties without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any such assignment or delegation made without such written consent will be of no effect.

22. Choice of Law

The Parties in their performance of their obligations hereunder shall conform to all applicable laws, rules and regulations and, to the extent their operations are subject to the jurisdiction of state or federal regulatory agencies, they shall be subject to the terms of valid and applicable orders of such agencies. This Agreement shall be construed in

accordance with the laws of the State of Utah unless preempted by the Federal Power Act or other federal law.

23. Waiver

Any waiver at any time by either Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default of such matters.

24. Partial Invalidity

It is the intention of the Parties that the terms and conditions of this Agreement and the performance of the obligations contained in this Agreement shall conform to all applicable laws, rules and regulations governing the subject matter of this Agreement. The Parties agree that in the event any of the terms or conditions of this Agreement are finally held or determined to be invalid, illegal or void, or as being in contravention of any applicable laws, rules, regulations or public policy, all other terms and conditions of this Agreement shall remain in full force and effect unless the terms or conditions so found to be invalid, illegal or void are not reasonably separable from the remaining terms and conditions of this Agreement. Further, the Parties agree that if and when any or all of the terms and conditions of this Agreement are finally held or determined to be invalid, illegal or void by either a court of competent jurisdiction or a regulatory agency, the Parties shall enter into negotiations concerning the terms and conditions affected by such decision for the purpose of achieving conformity with the requirements of any applicable law, rule or regulation and the intent of the Parties contained in this Agreement as originally executed.

25. Liability and Indemnification

25.1. Generally. Except as provided in this Section 25, each Party hereto hereby assumes all liability for injury or damage to persons or property arising from the intentional acts or gross neglect of its own employees, agents or contractors and shall indemnify and hold the other Party harmless from any liability arising therefrom.

Neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of the ordinary negligence of its own employees, agents or contractors and shall indemnify and hold the other Party harmless from any liability arising therefrom.

25.2 Electrical Disturbance. Notwithstanding Section 25.1, or any other provision of this Agreement, neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of the electrical disturbance on either Party's electric system, whether or not such electric disturbance resulted from a Party's negligent, grossly negligent or wrongful act or omission, excepting only gross action knowingly or intentionally taken, or failed to be taken, with intent that injury or damage result therefrom, or which action is wantonly reckless. Each Party releases the other Party from, and shall indemnify the other Party for, any such liability.

25.3. As used in this Section, (1) the term "Party" means, in addition to such Party itself, its directors, officers and employees; (2) the term "damage" means all damage, including consequential damage and (3) the term "person" means any person, including those not connected with either Party to this Agreement.

26. Remedies Not Exclusive

The specification of a remedy in any section or paragraph of this Agreement for failure of a Party to meet any of its obligations shall not be deemed to affect or limit the right of any Party to seek any such other legal, equitable or administrative remedies as may be available for such failure.

27. Insurance

Until all obligations under or incident to this Agreement are satisfied, the Parties' shall provide and maintain all insurance required by law, and all insurance which prudent

business judgment dictates is necessary to cover the risks and obligations of the Parties. The insurance shall be in such forms and in such amounts as prudent business judgment deems appropriate, and shall be provided and maintained at each Party's sole expense. The Parties' indemnification obligation pursuant to Section 25 and other obligations to each other or others under or incident to this Agreement shall not be limited in any way by the amount or type of insurance the Party chooses to provide or maintain.

28. Notices

28.1. All notices, demands or requests provided for in this Agreement shall be in writing and shall be deemed to have been properly served, given or made if delivered in person or when sent by registered or certified mail, postage prepaid and return receipt requested, to the Parties at their respective addresses.

28.2. Notices, demands or requests concerning this Agreement shall be delivered or addressed to the addresses as follows:

(a) To UAMPS:
Chief Operations Officer
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
155 North 400 West, Suite 480
Salt Lake City, Utah 84103

(b) To PacifiCorp:
PacifiCorp Transmission Systems
Director, Transmission Services
825 N.E. Multnomah, Suite 1600
Portland, Oregon 97232

28.3. Either Party may change the address or the person to whom such notices, demands or requests shall be sent by furnishing to the other Party, at that Party's then current address for notices, demands or requests, written notice of such change.

29. Regulatory Authority and Rate Changes

- 29.1. The terms and conditions of this Agreement are subject to the terms of valid and applicable orders of such state and federal regulatory agencies having authority over this Agreement.
- 29.2. PacifiCorp may make a unilateral filing with FERC to modify this Agreement with respect to any terms and conditions, charges, classifications of service, rule or regulation under Section 205 of the Federal Power Act or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that UAMPS shall have the right to protest any such filing by PacifiCorp and to participate fully in any proceeding before FERC in which such modifications may be considered.
- 29.3. Execution of this Agreement by UAMPS shall not constitute a waiver in any sense whatsoever of UAMPS' right to exercise its rights under the Federal Power Act in respect to this Agreement.

30. System Ownership

- 30.1. The electrical system of UAMPS shall at all times be and remain in UAMPS' exclusive possession and control, and nothing in this Agreement shall grant, or be construed to grant to PacifiCorp, any rights of ownership in or possession of UAMPS' electrical system.
- 30.2. The electrical system of PacifiCorp shall at all times be and remain in PacifiCorp's exclusive possession and control, and nothing in this Agreement shall grant, or be construed to grant to UAMPS, any rights of ownership in or possession of PacifiCorp's electrical system.

31. Existing Agreements

This Agreement supersedes prior transmission service and operating agreements between UAMPS and PacifiCorp. Notwithstanding the foregoing, nothing herein is intended to alter, suspend or supersede the rights or the duties of the Parties under the Mona

Interconnection Agreement dated April 27, 1989, or the non-transmission terms of the Ownership & Management Agreement dated October 24, 1980 related to Hunter II.

32. Effect of Section Heading.

Section headings appearing in this Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of the text of this Agreement.

33. Changes in and Appendices to this Agreement

33.1. Except as provided for in Section 29 of this Agreement, this Agreement may not be modified or amended by either Party except by subsequent mutual agreement of the Parties and by written instrument duly executed by the Parties.

33.2. This Agreement includes the following Appendices, all of which are attached hereto and incorporated by reference:

Appendix A - UAMPS Points of Delivery

Appendix B - UAMPS Resources

Appendix C – Charges for Transmission Service

Appendix D - Charge and Derivation of the UAMPS Distribution Voltage
Delivery Charge

Appendix E – Charges for Ancillary Services

Appendix F – Excluded Behind-the-Meter Generation

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be executed by their duly authorized representatives as of the date hereinabove set forth.

PACIFICORP

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By: /s/ Rick Vail

By: /s/ Marshall Empey

Name: Rick Vail

Name: Marshall Empey

Title: VP, PacifiCorp Transmission

Title: Chief Operations Officer

Date: August 25, 2020

Date: August 25, 2020

APPENDIX A
UAMPS POINTS OF DELIVERY

The following are Points of Delivery on the transmission system of PacifiCorp.

<u>Name</u>	<u>On-System Point of Delivery</u>	<u>Delivery Voltage</u>	<u>Meter or Schedule</u>
UAMPS	Mona Switchyard ¹	345 kV	Schedule
UAMPS	Hunter Station ²	345 kV	Calculated
Beaver ³	Beaver City Substation	46 kV	Meter
Beaver	Upper Beaver Hydro Station Service	46 kV	Meter
Blanding ³	Blanding Tap Line #1	69 kV	Meter
Blanding ³	Blanding Tap Line #2	69 kV	Meter
Bountiful City ³	Bountiful Substation #1 ⁴	138 kV	Meter
Bountiful City ³	Bountiful Substation #2 ⁴	138 kV	Meter
Bountiful City ³	Pine View Hydro Station Service	46 kV	Meter
Brigham City ³	Brigham Substation	138 kV	Meter
Enterprise ³	Escalante Valley Tap Line ⁵	138 kV	Meter
Ephraim ³	Ephraim City Tap Line	46 kV	Meter
Fairview ³	Fairview Substation	46 kV	Meter
Fillmore ³	Fillmore City Tap Line	46 kV	Meter
Heber L&P ³	Heber L&P Tap Line	46 kV	Meter
Hurricane ³ Santa Clara St. George Washington City	St. George Substation #1 ⁶	138 kV	Meter

Hurricane ³	Purgatory Flat Substation ¹⁶	69 kV	Meter
Santa Clara		69 kV	Meter
St. George		69 kV	Meter
Washington City		69 kV	Meter
Holden ³	Holden Substation ⁷	7.2 kV	Meter
Hyrum ³	Hyrum City Tap Line	46 kV	Meter
Idaho Falls	Sugar Mill #1 ⁸	46 kV	Meter
Idaho Falls	Sugar Mill #2 ⁸	46 kV	Meter
Idaho Falls	Sugar Mill West ⁸	161 kV	Meter
Idaho Falls	West Side Substation ⁸	161 kV	Meter
Kanosh ³	Flowell Tap Line ⁹	46 kV	Meter
Kaysville ³	Burton Lane Tap	138 kV	Meter
Kaysville ³	Kaywest Switchstation ¹⁰	46 kV	Meter
Kaysville ³	Schick Lane	138 kV	Meter
Lehi ³	Lehi Glen Carter	138 kV	Meter
Lehi ³	Lehi Tap #5 (Bull River)	138 kV	Meter
Lehi ^{3,11}	Lehi Tap #6 (Ashton)	138 kV	Meter
Lehi ^{3,11}	Lehi Tap #7 (Traverse Mtn)	138 kV	Meter
Lehi	Lehi Tap #8 (Littlefield)	138 kV	Meter
Lehi ³	Lehi Spring Creek	138 kV	Meter
Lehi ³	Lehi Westside	138 kV	Meter
Logan ³	Logan City Substation ¹²	138 kV	Meter
Logan ³	Logan West Logan	138 kV	Meter
Meadow ³	Flowell Tap Line ⁹	46 kV	Meter
Monroe ³	Monroe City Sub	46 kV	Meter
Morgan ³	Morgan #1 Island Road Substation	46 kV	Meter
Morgan ³	Morgan #2 Tap Line	46 kV	Meter
Morgan ³	Morgan #3 Tap Line	46 kV	Meter
Mt. Pleasant ³	Mt. Pleasant Substation	46 kV	Meter
Murray ³	Riding Receiving Substation ¹³	138 kV	Meter

Oak City ³	Oak City Tap Line	46 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	SUVPS #1 ¹⁴	138 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	SUVPS #2 ¹⁴	138 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	SUVPS #3 ¹⁴	138 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	Dry Creek ¹⁴	138 kV	Meter
Paragonah ³	Burton Sub Feeder ⁷	12.47 kV	Meter
Parowan ³	Parowan Switchrack ⁹	34.5 kV	Meter
Parowan #2	Quest Load	12.47 kV	Meter
Parowan #3	Travel America	12.47 kV	Meter
Parowan #4	Truck Stop	12.47 kV	Meter
Parowan #5	Truck Bay	12.47 kV	Meter
Price City ³	Helper City Bus	46 kV	Meter
Spring City ³	Pine Creek Substation ⁷	12.47 kV	Meter
St. George City	Ledges Substation	34.5 kV	Meter
Veyo SS	Veyo Station Service	34.5 kV	Meter

Weber Basin ³	Weber Basin Pumps ¹⁸	Various	Meter
Weber Basin ³	Causey Hydro Station Service	12.47 kV	Meter

OFF-SYSTEM POINTS OF DELIVERY

<u>Member Name</u>	<u>Off-System Points of Delivery</u>	<u>Delivery Voltage</u>	<u>Meter or Schedule</u>
Lower Valley Electric ¹⁷	Cattle Creek Substation	115 kV	Schedule

EMERGENCY ONLY ON-SYSTEM POINTS OF DELIVERY

<u>Member Name</u>	<u>On-System Point of Delivery</u>	<u>Delivery Voltage</u>	<u>Meter or Schedule</u>
Hurricane ³	Hurricane	69 kV	Meter
Logan ³	North Logan Substation	46 kV	Meter
Santa Clara ³	Santa Clara (Ivins Tap) ⁷	69 kV	Meter

1. UAMPS' schedules for delivery at Mona 345 kV substation are for interchange schedules from Hunter II out of the PACE Balancing Authority Area. UAMPS may from time to time designate an alternate interchange point as a Point of Delivery for interchange schedules from Hunter II on an as available basis with network secondary priority at no additional charge.
2. UAMPS' calculated share of Hunter station service only occurs when Hunter II is off-line.
3. Loads also served under Western Transmission Agreements.
4. Bountiful City load is calculated from metered amounts flowing to UAMPS (M77270 CH 1, M78035 CH 1) less Weber Basin load (East Bountiful, South Davis, Orchard Drive and Val Verda) served through Bountiful Substation (M78265 CH 1, M78266 CH 1, M78683 CH 1, M77499 CH 1). Bountiful low voltage system loss adjustment to Weber Basin load is 3.0%, pursuant to contract number 14-06-400-3976 between Rocky Mountain Power and United States Bureau of Reclamation.
5. Per agreement between Dixie-Escalante and Enterprise, Dixie-Escalante system loss adjustment to Enterprise load is 9.0%.
6. The Central meters were replaced for billing purposes by the River M77684, Skyline M77685, and Skyline 2 M77686 in the St. George Substation with the implementation of joint operations under the Joint Operating Agreement between PacifiCorp and UAMPS dated 02/18/2005.
7. PacifiCorp owned distribution substation.
8. Various loads and generation in Idaho Falls as specified in the Bonneville-PacifiCorp Network Integration Transmission Service Agreement, SA 747. Schedules of resources under the BPA NITSA are applied to Idaho Falls load first with any remaining resource needs being provided by UAMPS under this ARTSOA.
9. Per agreement between Kanosh Meadow and Flowell REA, Kanosh and Meadow are served at the Flowell REA Substation.
10. Some retail load of PacifiCorp and Kaysville receives power at the Kaywest Switchstation. The Kaysville delivery is equal to the total Kaywest Switchstation metered amount, less the PacifiCorp retail loads as adjusted for losses as

provided from PacifiCorp retail meters and as calculated through the formula used to determine the street light load (which is based on load profile of each particular lighting instrument). The Kaysville low voltage system loss adjustment to PacifiCorp retail load is 13.2%.

11. Lehi Tap #6 (Ashton) and Lehi #7 (Traverse Mountain) are two metered Transformer loads (Transformer #1, Ashton, is Meter 77623, Transformer #2, Traverse Mtn, is Meter 77784).
12. Some retail load of PacifiCorp and Logan receives power at the Logan City Substation. The Logan delivery is equal to the total Logan City Substation metered amount, less the PacifiCorp retail loads as adjusted for losses and as provided from PacifiCorp retail meters. Logan low voltage system loss adjustment to PacifiCorp retail load is 9.7%. In addition, Utah State University's allocation of CRSP power from Western are delivered to the Logan City substation through an agreement between Logan and Utah State University.
13. The Riding Receiving Substation bus is metered on the north side and on the south side. Both meters are bi-directional. Both meters and their four "-out" values will be used to calculate the Murray load.
14. The SUVPS system at Spanish Fork Substation and Dry Creek Substation are also Points of Receipt for the Nebo Resource as shown in Appendix B and Points of Delivery for members of Utah Municipal Power Agency ("UMPA"). Payson City, Springville City and South Utah Valley ESD are served from Spanish Fork Substation, (meters (M78235 CH 1, M78236 CH 1, M78471 CH 1), and from Dry Creek Substation, (meters M77546 CH 1, M77547 CH 1). UAMPS Spanish Fork/Dry Creek load is total metered load at Spanish Fork and Dry Creek less the metered UMPA load (adjusted for losses) served through Spanish Fork Substation and Dry Creek Substation. The SUVPS/UAMPS low voltage system loss adjustment to UMPA load is 0.5% for transformation losses applicable to all Spanish Fork/Dry Creek deliveries to UMPA and transmission losses of 1.205% are applicable to deliveries to UMPA at the Whitehead (M77904), Canyon Road(M77900), Spanish Fork 3 (M77908), Woodhouse(M77549), Evergreen (M77551), Salem (M77896), and Arrowhead (M77555) metering points. UAMPS load is equal to the sum of the Spanish Fork/Dry Creek substation meters less the UMPA load at the Canyon Road, Whitehead, Spanish Fork 3, Woodhouse, Evergreen, Salem and Arrowhead meter data. Metered data is adjusted for transformation and transmission losses.
15. Causey Hydro Station Service is delivered at PacifiCorp's 46/12.47 kV Eden Substation.
16. Purgatory Substation has three POD's for UAMPS. (1) Purgatory – Millcreek, (2) Purgatory – Anticline, and (3) Purgatory – Brentwood. The three POD's are metered at the UAMPS metering points pursuant to a separate Transmission Interconnection Agreement dated June 21, 2019 and accepted by FERC in Docket No. ER19-2227, as may be revised from time to time.
17. Per the Memorandum of Agreement between UAMPS, Lower Valley & BPA dated September 3, 2019, UAMPS will schedule 0-4 MWs to Lower Valley Electric from the UAMPS-owned Horse Butte Wind resource utilizing the Bonneville Power Administration transmission system. The amounts scheduled to Lower Valley from UAMPS shall be included in the UAMPS Monthly Coincident Peak Demand calculation.
18. Various loads and generation in Weber, Davis and Summit counties as specified in the USBR-PacifiCorp Water Exchange and Transfer Contract 14-06-400-3976.

APPENDIX B

UAMPS RESOURCES

The UAMPS Resources and associated Point(s) of Receipt are as follows:

- A. Causey Resource
- UAMPS' entitlement to the net power and energy output from Weber Basin's 1.9 megawatt Causey Hydroelectric Plant delivered to PacifiCorp's Eden 46/12.47 kV substation distribution feeder. The Causey Resource currently has a summer rating of 2 MW and a winter rating of 1 MW.
- B. Four Corners Resource
- UAMPS' entitlement to the net power and energy output from the San Juan Generation Station (ownership rights) delivered to PacifiCorp at the Four Corners 345 kV switchyard.¹
- C. Horse Butte Wind Resource
- UAMPS' entitlement to the net power and energy output from the Horse Butte Wind Resource interconnected to the BPA Palisades – Goshen 115 kV transmission line and subsequently delivered to the PacifiCorp Transmission System at the Goshen

1. As of the date of this Agreement, the San Juan entitlement is 37 MW, plus additional 50 MW (for a total of 87 MW)

Substation at 161 kV. The Horse Butte Wind Resource has a summer rating of 57.6 MW and a winter rating of 57.6 MW.

D. Hunter Resource

UAMPS' entitlement to the net power and energy output from the Hunter Generation Station (ownership rights and contractual purchase rights) delivered to PacifiCorp at the Hunter 345 kV Switchyard.

E. Idaho Resource

UAMPS' entitlement to the Gem State hydroelectric Facility Output that is purchased by UAMPS from the City of Idaho Falls.

F. Mona Resources

Various Power Purchases as summarized in footnote.²

G. Nebo Resource³

UAMPS' entitlement to the net power and energy output from the

² Firm power purchases delivered at Mona: Shell contracts, Deseret contracts (St George), Intermountain Power Agency (253 MW), Constellation contracts and Morgan Stanley Contracts. Additional firm purchases using Deseret and Western Area Power Administration transmission contracts (54 MW). It is anticipated that to the extent any contracts above do not extend through Summer Season 2021, they will be replaced with other firm resource purchase contracts in accordance with Tariff procedures.

³ The Nebo power plant is located in Payson, Utah. The Nebo Resource is a 140 MW generating facility interconnected with the 46 kV system of Southern Utah Valley Power Systems ("SUVPS") as well as a 138 kV system of UAMPS. SUVPS' 46 kV system interconnects with PacifiCorp's 138 kV transmission systems at Spanish Fork and Dry Creek substations and UAMPS' 138 kV system interconnects with SUVPS at the Dry Creek substation which is interconnected with the PacifiCorp 138 kV transmission system.

Nebo Generation Station delivered to the 46 kV and/or 138 kV system of UAMPS (and subsequently to PacifiCorp at the Spanish Fork and Dry Creek Substations). The Nebo Resource has a summer rating of 139 MW and a winter rating of 158 MW.

H. Nevada Resource

UAMPS' entitlement to the power and energy delivered to PacifiCorp at the boundary between the states of Utah and Nevada where Nevada Power Company's and PacifiCorp's 345 kV transmission line interconnect. Transmission from this resource is available to UAMPS on an "as available" basis only as determined by PacifiCorp. There is currently a zero (0) MW summer and winter rating assigned to the Nevada Resource.

I. Pine View Resource

UAMPS' entitlement to the net power and energy output from City of Bountiful's 1.8 MW Pine View Hydroelectric plant delivered to PacifiCorp at the Pine View 46 kV substation. There is currently a 1.8

MW summer and 0.6 MW winter rating assigned to the Pine View Resource.

J. Pleasant Valley Wind Generation Station⁴

UAMPS' entitlement to the net power and energy output from the Pleasant Valley Wind Generation Station (Contractual purchase Rights) delivered to PacifiCorp at the Long Hollow 138 kV Substation. The Pleasant Valley Resource has a summer rating of 125 MW and a winter rating of 125 MW.

K. Richmond Hydro

UAMPS' entitlement to the net power and energy output from the

⁴ The Pleasant Valley Resource is a 144 MW wind generating facility interconnection with PacifiCorp's 138 kV transmission system at Long Hollow Substation in Wyoming. Avangrid Renewables, LLC ("Avangrid") markets the output and (effective December 1, 2005) has assigned the first 125 MW of the output to UAMPS. Due to transmission constraints applicable to deliveries of the Pleasant Valley Resource to UAMPS' loads in Utah, transmission service from the Pleasant Valley Resource to UAMPS' Points of Delivery is contingent upon a remedial action scheme ("RAS") which, when activated, may result in generator tripping of the entire Pleasant Valley Wind Project. This RAS is needed due to limitations to PacifiCorp's Naughton-West transmission path and arming and activation shall be at the sole discretion of PacifiCorp's transmission system operation personnel. Any required replacement power during a RAS initiated curtailment shall be the sole responsibility of UAMPS. UAMPS' Scheduled energy deliveries from the Pleasant Valley Resource will, upon such generator tripping action will be immediately adjusted to zero. Avangrid is responsible for providing operating reserves for the Pleasant Valley Resource pursuant to a Transmission Service Agreement ("Service Agreement No. 314") between PacifiCorp and Avangrid. RAS and Operating Reserves are provided for in Service Agreement No. 314. Continued transmission service from the Pleasant Valley Resource will be contingent upon the continuation by Avangrid of the RAS and Operating Reserves provisions of Service Agreement No. 314. Avangrid shall be responsible for settlement of all generator imbalance under the Energy Imbalance Market (EIM) pursuant to the letter agreement between UAMPS and Avangrid dated September 18, 2014.

Richmond Irrigation District Generator delivered to the PacifiCorp transmission system at the Circuit RMD 12 out of the Richmond Substation. The Richmond Irrigation District Generator has a summer rating of 360 kW and a winter rating of 120 kW.

L. Salt Lake Energy Resource

UAMPS' entitlement to the net power and energy output from Murray City Power's entitlement to the net power and energy output from the Salt Lake Energy Systems Landfill Gasification plant delivered to PacifiCorp's Terminal Substation 12.47 kV distribution feeder. Salt Lake Energy Systems plant has a summer rating of 3.2 MW and a winter rating of 3.2 MW.

M. Trans-Jordan Cities Resource

UAMPS' entitlement to the net power and energy output from the Trans-Jordan Cities Landfill Gas Generator delivered to the 46 kV tap on Oquirrh-Lark 46 kV transmission line. The Trans-

Jordan Cities Resource has a capacity rating of 4.8 MW.

N. Upper Beaver Resource

UAMPS' entitlement to the net power and energy output from the Upper Beaver Hydro Generator delivered to the 46 kV tap on Elk Meadows to Cameron transmission line. The Upper Beaver Resource has a summer rating of 2.52 MW and a winter rating of 2.52 MW.

O. Veyo Resource

UAMPS' entitlement to the net power and energy output from the Veyo Waste Heat Generator delivered to the 34.5 kV tap on the PacifiCorp transmission line that serves the Kern River Gas Pipeline Veyo Compressor Station. The Veyo Waste Heat Generator is a nominal 7.5 MW (9.375 MVA) generator.

P. Western Resource

UAMPS' entitlement to the power and energy purchased from Western Area Power Administration and delivered to PacifiCorp at the Points of Use as

described under the Western
Transmission Service Agreement
RS 262.

APPENDIX C

CHARGE FOR FIRM TRANSMISSION SERVICE

The monthly rate for firm transmission service provided under this Agreement is the network integration transmission service rate under the Tariff and is applied to UAMPS Monthly Coincident Peak Demand.

APPENDIX D

CHARGE AND DERIVATION

OF THE

UAMPS DISTRIBUTION VOLTAGE DELIVERY CHARGE

The following are low voltage Points of Delivery or Points of Receipt (less than 46 kV) where UAMPS may deliver or receive power and energy to or for the benefit of its Members at points on the distribution system of PacifiCorp. Charges shall be calculated on the basis of usage at the time of UAMPS Monthly Coincident Peak Demand.

Member Name	On-System Point of Delivery	Delivery Voltage	Meter or Schedule	Nearest PacifiCorp High Voltage Substation
Holden	Holden	7.2 kV	Meter	Pavant 46 kV
Paragonah	Burton Sub Feeder	12.47 kV	Meter	Parowan Valley 138 kV
Parowan	Parowan	34.5 kV	Meter	Parowan Valley 138 kV
Richmond Irrigation	Richmond Sub	12.47 kV	Meter	Richmond 46 kV
Spring City	Pine Creek	12.47 kV	Meter	Pine Creek 46 kV
St. George City	Ledges	34.5 kV	Meter	Middleton 138 kV
Weber Basin	Causey	12.47 kV	Meter	Eden 46 kV
Salt Lake Landfill	“Landfill”	12.47 kV	Meter	Terminal 46 kV
Veyo SS	Station Service	34.5 kV	Meter	Middleton 138 kV

Distribution Voltage Delivery Charge:

Monthly Distribution Voltage Delivery Charge equals Monthly Transmission System Peak kW meter read for each POD multiplied (x) loss factor of 1.0356 multiplied (x) by distribution voltage delivery charge of \$0.75. The level of this charge may be adjusted from time to time pursuant to Section 29 of this Agreement.

APPENDIX E
CHARGES FOR ANCILLARY SERVICES

Ancillary Services to support loads served off PacifiCorp's Transmission System and associated charges as provided under the terms of this Agreement and in accordance with the Tariff are as follows:

Ancillary Services Charges:

The Following Ancillary Services are applicable:

a) Scheduling, System Control and Dispatch Service:

The rate, terms and conditions for Scheduling, System Control and Dispatch Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 1 of the Tariff, as such rates, terms and conditions may be modified from time to time, provided however, that the rate shall be applied to UAMPS Monthly Coincident Peak Demand.

b) Reactive Supply and Voltage Control from Generation or Other Sources Service:

The rates, terms and conditions for Reactive Supply and Voltage Control from Generation or Other Sources Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 2 of the Tariff, as such rates, terms and conditions may be modified from time to time, provided however, that the rate shall be applied to UAMPS Monthly Coincident Peak Demand less any credits for Reactive Supply and Voltage Control from Generation or Other Sources Service provided by UAMPS. Credits for Schedule 2 shall be applied for the Hunter II Resource and/or Nebo Resource to the extent (and only to the extent) generation from those resources is being applied to serve load under this Agreement. Other than generation from the Hunter II Resource, which will be measured based on scheduled generation, all other generator output will be measured based on actual generation. Additional generators may be eligible for Schedule 2 credits to the extent each such generator meets the following eligibility criteria in PacifiCorp Business Practice #63 –

Transmission Customer Provision of Reactive Supply and Voltage Control from Generation or Other Sources Service, once effective:

- 1) The generator has an exciter.
- 2) The generator is capable of responding automatically to voltage and/or reactive control settings and to manual directives from a PacifiCorp Control Area operator, as described in the Tariff, when called upon to supply reactive support (generate and absorb reactive energy) to PacifiCorp's Transmission System. Automatic response must be immediate and manual response must occur within 5 minutes of notice. Generators which fail to respond as directed will be disqualified until such time as the Control Area operator can be assured the unit can be relied upon.
- 3) The generator is interconnected to PacifiCorp's Transmission System or connected to a PacifiCorp transmission customer-owned transmission system within PacifiCorp's Balancing Authority Area.

Any generators jointly owned by PacifiCorp and UAMPS that are subject to Schedule 2 charges and for which PacifiCorp's costs are included in the calculation of Reactive Service rates, shall be deemed qualified .

The total Reactive Supply and Voltage Control from Generation or Other Sources Service obligation for UAMPS with its eligible generation that supplies such service for its transactions shall be equal to the total amount of load served within the Balancing Authority Area and/or generation exported from the Balancing Authority Area under this Agreement. The billing determinants for Reactive Supply and Voltage Control from Generation or Other Sources Service shall be determined by:

- (1) For the hour of the transmission system peak each month, subtracting from UAMPS' full requirement the total amount supplied by qualifying generator(s) during that hour each month;
- (2) charging UAMPS the Schedule 2 rate multiplied by the difference, in MWs, calculated in item (1) to the extent UAMPS supplied less than its full requirement during the coincident peak hour.

c) Regulation and Frequency Response Service:

The rates, terms and conditions for Regulation and Frequency Response Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 3 of the Tariff, as such rates, terms and conditions may be modified from time to time, provided however, that the rate shall be applied to UAMPS Monthly Coincident Peak Demand less any amount self-supplied.

d) Generation Regulation and Frequency Response:

The rates, terms and conditions for Generation Regulation and Frequency Response under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 3A of the Tariff, as such rates, terms and conditions may be modified from time to time, less any amount self-supplied.

e) Energy Imbalance Service:

For those Points of Delivery for which PacifiCorp receives real-time load data and where communications capability is available, PacifiCorp will make such data available to UAMPS.

Effective July 1, 2013, and thereafter, the rates, terms and conditions for Energy Imbalance Service under this Agreement shall be the rates, terms and conditions of Section 3 and Schedule 4 of the Tariff, as such rates, terms and conditions may be modified from time to time.

From June 1, 2012 through June 30, 2013, Energy Imbalance Service shall be as follows:

- (i) The Parties shall establish and maintain an Energy Imbalance Account to record the hourly differences between (1) UAMPS' actual deliveries of its resources at those Points of Receipt set forth in Appendix B, including any

metered deliveries from UAMPS' non-dispatchable resources, and (2) UAMPS' metered loads plus schedules to other entities at those Points of Delivery set forth in Appendix A, plus applicable losses. For purposes of determining energy imbalances, “actual deliveries” as used in the foregoing sentence, when referencing the Hunter Resource, shall mean the Net Hunter Schedule as defined in Section 1.16; and “schedules to other entities” as used in the foregoing sentence shall not include schedules of UAMPS' Hunter Resource to the Hunter Generating Station bus.

- (ii) At the end of each month, the parties shall settle all amounts in the Energy Imbalance Account through a financial settlement. PacifiCorp shall calculate for each hour of the previous month the Hourly Market Price, which shall equal the simple average of the Non-Firm price indices as determined by Dow Jones and published in the Wall Street Journal for delivered energy at Four Corners (“4C”), Palo Verde, and Mead/Marketplace for, or applicable to, each hour. In the event that any of these price indices are unavailable, the average of the other available prices shall be utilized. In the event that two or more of these price indices are unavailable, the Parties shall agree on an alternate, independently derived, market based price representative of energy prices in Utah for any such hour, and, pending such agreement, charges and compensation shall be based on PacifiCorp's incremental or decremental fuel cost, as the case may be. For each month, PacifiCorp shall provide to UAMPS the data that it uses or otherwise relies upon to calculate the applicable Hourly Market Prices and its incremental and decremental fuel costs. All Energy Imbalance Account amounts within plus or minus five percent ($\pm 5\%$) of the actual amount of metered load plus applicable losses shall be settled at one hundred percent (100%) of the Hourly Market Price. Outside of this band, Energy Imbalance Account amounts will be settled at one hundred

five percent (105%) of the Hourly Market Price for amounts owed to PacifiCorp and ninety-five percent (95%) of the Hourly Market Price for amounts owed UAMPS. Such settlement shall be included in the billing statement pursuant to Section 17 herein.

(iii) The Parties shall mutually agree on a method of handling energy imbalances caused by system disturbances at the time of such disturbance, and such amounts shall not be included in the Energy Imbalance Account. In the event that PacifiCorp fails to promptly notify UAMPS of an unusual operating condition on PacifiCorp's system that affects UAMPS' schedules or deliveries, including but not limited to an outage or disturbance at Hunter or on PacifiCorp's transmission system, UAMPS will be held harmless from any resulting imbalances.

During the period June 1, 2012, through June 30, 2013, UAMPS will not be eligible for imbalance penalty refunds in accordance with the terms of the Tariff.

f) Operating Reserve – Spinning Reserve Service:

The rates, terms and conditions for Operating Reserve – Spinning Reserve Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 5 of the Tariff, as such rates, terms and conditions may be modified from time to time, less any amount self-supplied.

g) Operating Reserve – Supplemental Reserve Service:

The rates, terms and conditions for Operating Reserve – Supplemental Reserve Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 6 of the Tariff, as such rates, terms and conditions may be modified from time to time, less any amount self-supplied.

h) Generator Imbalance Service

The rates, terms and conditions for Generator Imbalance Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 9 of the Tariff, as such rates, terms and conditions may be modified from time to time, *provided however, that* this Service will not be applicable to Hunter II generation owned by UAMPS, which shall be governed by the Hunter Variation Account and that this service will not be applicable to Pleasant Valley Wind Generation, which shall be governed by the September 18, 2014 letter agreement between the UAMPS and Avangrid Renewables, LLC stating Generator Imbalance Service will be handled by Avangrid Renewables, LLC.

APPENDIX F

EXCLUDED BEHIND-THE-METER GENERATION

Name	Location	Nameplate MW Capacity	Type
Run of the River Hydro Generators			
Beaver Lower Hydro 1	City of Beaver	0.275	HY
Beaver Mid. Hydro 2	City of Beaver	0.625	HY
Beaver Upper Hydro 3	City of Beaver	0.700	HY
Echo Dam	Echo Reservoir	1.750	HY
Echo Dam	Echo Reservoir	1.750	HY
Echo Dam	Echo Reservoir	1.000	HY
Hydro Plant No 1	City of Ephraim	0.200	HY
Hydro Plant No 2	City of Ephraim	0.765	HY
Hydro Plant No 3	City of Ephraim	2.125	HY
Hydro Plant No 4	City of Ephraim	0.120	HY
Lake Creek	City of Heber	1.500	HY
Snake Creek	City of Heber	0.800	HY
Jordanelle	City of Heber	6.000	HY
Jordanelle	City of Heber	6.000	HY
Hyrum	City of Hyrum	0.400	HY
Hydro II	City of Logan	3.300	HY
Hydro II	City of Logan	3.300	HY
Hydro III	City of Logan	0.680	HY
Hydro III	City of Logan	0.680	HY
Hydro III	City of Logan	0.120	HY
Lower	City of Monroe	0.260	HY
Upper	City of Monroe	0.260	HY
Lower-Unit	City of Mt. Pleasant	0.150	HY
Unit	City of Mt. Pleasant	0.225	HY
Unit	City of Mt. Pleasant	1.250	HY
Upper-Unit	City of Mt. Pleasant	0.175	HY
Little Cottonwood	City of Murray	2.450	HY

Little Cottonwood	City of Murray	2.450	HY
Red Creek	City of Parowan	0.500	HY
Spring City Hydro	City of Spring City	0.300	HY
Bartholomew	City of Springville	1.000	HY
Hobble Creek	City of Springville	0.300	HY
Spring Creek	City of Springville	0.500	HY
Upper Bartholomew	City of Springville	0.200	HY
Payson	Strawberry Water Users	0.400	HY
Spanish Fork	Strawberry Water Users	1.750	HY
Spanish Fork	Strawberry Water Users	1.750	HY
Spanish Fork	Strawberry Water Users	0.250	HY
Gem State	City of Idaho Falls	26.000	HY

Thermal Generators

Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.750	IC
Heber City	City of Heber	1.600	IC
Hurricane	City of Hurricane	1.640	IC
Hurricane	City of Hurricane	1.640	IC
Hurricane	City of Hurricane	1.640	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Payson	City of Payson	2.650	IC
Payson	City of Payson	2.650	IC
Payson	City of Payson	2.000	IC
Payson	City of Payson	2.000	IC
Santa Clara	City of Santa Clara	1.950	IC
Santa Clara	City of Santa Clara	1.950	IC

FOURTH

FIFTH AMENDED AND RESTATED

TRANSMISSION SERVICE and OPERATING

AGREEMENT

BETWEEN

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

AND

PACIFICORP

**~~FOURTH~~FIFTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
PACIFICORP**

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FOURTHFIFTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
PACIFICORP

PREAMBLE

THIS ~~Fourth~~Fifth Amended and Restated Transmission Service and Operating Agreement is made and entered into as of the ~~20th~~25th day of ~~August, 2014~~, 2020, by and between UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS, 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 (“UAMPS”); and PACIFICORP, an Oregon corporation. UAMPS and PacifiCorp are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.”

WITNESSETH

WHEREAS, the electrical systems of the Parties are interconnected; and

WHEREAS, PacifiCorp had agreed in several previous agreements to provide transmission service for the various resources available to UAMPS, as well as to provide the other services, including applicable Ancillary Services, necessary as a Balancing Authority Area operator; and

WHEREAS, UAMPS and PacifiCorp entered into a Transmission Service and Operating Agreement dated March 25, 1991 (“Interim Agreement”) which consolidated transmission services under the previous agreements and the Parties mutually agreed to replace the Interim Agreement with a long-term Transmission Service and Operating Agreement, initially dated May 7, 1992, as subsequently revised; and

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Definitions

When used in this Agreement with initial capitalization the following terms shall have the respective meanings set forth below and shall be applicable to both the singular and plural forms:

- 1.1. Agreement – This ~~Fourth~~Fifth Amended and Restated Transmission Service and Operating Agreement between UAMPS and PacifiCorp.
- 1.2. Ancillary Services – Services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining safe, reliable and economic operation of PacifiCorp’s Transmission System in accordance with Good Utility Practice. Ancillary Services provided under this Agreement are identified in Appendix E.
- 1.3. Balancing Authority – The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time as specified by NERC.
- 1.4. Balancing Authority Area – The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area as specified by NERC.
- 1.5. Behind-the-Meter Generation – UAMPS’ and its members’ existing generation behind a metered Point of Delivery for any single unit which equals or exceeds 10 MW, and for all units wherever the aggregate nameplate capacity of the units behind a single Point of Delivery (including hydro units) equals or exceeds 25 MW, including without limitation, generation from UAMPS’ Nebo, Bountiful and Murray facilities. Notwithstanding the foregoing, (a) the units set forth on Appendix F shall not be included as Behind-the-Meter Generation, (b) the two 40 MW Millcreek units in Washington County shall not be included as Behind-the-Meter Generation until a second 345 kV transmission line to Red Butte (or a comparable line providing a second EHV source to that area) is constructed and placed in service, (c) the units behind the Logan POD that are not specified on

Appendix F will not be included as Behind-the-Meter Generation until a new unit or units of 1 MW or more are installed at that POD, and (d) new generation aggregating 5 MWs or less behind a POD that has no existing Behind-the-Meter Generation shall not be included as Behind-the-Meter Generation until the aggregate of such generation exceeds 5 MWs.

- 1.6. Business Practice – Transmission business practices that PacifiCorp periodically develops, and posts on its OASIS website, that provide additional detail explaining how PacifiCorp will implement its Tariff and this Agreement.
- 1.7. Effective Date – The date determined in Section 2 herein.
- 1.8. FERC – The Federal Energy Regulatory Commission or its successor.
- 1.9. Good Utility Practice – shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric 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, including those practices identified in Federal Power Act section 215(a)(4), defining “reliable operation.”
- 1.10. Hunter II – UAMPS’s share of Hunter Unit No. 2, which is part of the Hunter Generation Station located near Castledale, Utah and is operated by PacifiCorp.
- 1.11. Hunter Resource – The power and energy delivered by UAMPS to the PacifiCorp Transmission System at the Hunter Generating Station. Such power and energy may include amounts generated from UAMPS’s ownership interest in Hunter generation; amounts of Hunter generation purchased from one or more other owners of Hunter generation and delivered to UAMPS at the Hunter bus; and amounts accumulated in UAMPS’s Hunter Variation Account and owed to UAMPS.

- 1.12. Hunter Variation Account – The account described in section 8 in which the hourly differences are accumulated between UAMPS’ schedule of its Hunter Resource and UAMPS’ actual deliveries to the PacifiCorp Transmission System from its Hunter Resource.
- 1.13. Monthly Transmission System Peak – The maximum firm usage of PacifiCorp’s Transmission System in a calendar month as determined in accordance with the Tariff.
- 1.14. Native Load - The total load within PacifiCorp's Balancing Authority Area, including (1) obligations to customers of PacifiCorp under state regulatory jurisdiction, (2) obligations to customers of other utilities receiving transmission or other services from PacifiCorp, including UAMPS, and (3) PacifiCorp's normal obligations associated with operating a Balancing Authority Area. UAMPS Load is included within Native Loads hereunder.
- 1.15. NERC – North American Electric Reliability Corporation.
- 1.16. Net Hunter Schedule – The scheduled power and energy delivered to the PacifiCorp Transmission System from the Hunter Resource by UAMPS, which will consist of UAMPS’ scheduled ownership share of Hunter II net of any purchases and sales from or to entities having ownership rights to Hunter Generating Station generation, plus any schedules from the Hunter Variation Account. The Net Hunter Schedule shall be used in calculating the hourly energy imbalances described in Section 8.
- 1.17. Open Access Same-Time Information System (OASIS) – The information system and standards of conduct contained in Part 37 of FERC’s regulations and all additional requirements implemented by subsequent FERC orders applicable to OASIS.
- 1.18. PacifiCorp Transmission System – The facilities that are owned, controlled or operated by PacifiCorp that are used to provide transmission service under this Agreement and the Tariff and are included in PacifiCorp’s Tariff transmission revenue requirement periodically filed with FERC.

- 1.19. Points of Delivery (“PODs”) - Point(s) on PacifiCorp’s Transmission System where capacity and energy transmitted by PacifiCorp will be made available to UAMPS, as initially specified in Appendix A hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting network Points of Delivery and posted on PacifiCorp’s OASIS.
- 1.20. Points of Receipt (“PORs”) – Point(s) of interconnection on PacifiCorp’s Transmission System where capacity and energy from UAMPS Resources will be available to PacifiCorp by UAMPS, as initially specified in Appendix B hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting Network Resources and posted on PacifiCorp’s OASIS.
- 1.21. Real Power Losses – Electrical losses associated with the use of PacifiCorp’s Transmission System. Such losses are provided for in Section 6 of this Agreement and Schedule 10 of the Tariff.
- 1.22. Tariff – PacifiCorp's Open Access Transmission Tariff.
- 1.23. UAMPS Load – The load that UAMPS identifies for firm transmission service under Section 3.1 of this Agreement, at the Points of Delivery initially designated in Appendix A hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting network Points of Delivery and posted on PacifiCorp’s OASIS, including deliveries from Hunter II to the Mona Point of Delivery. UAMPS Load shall include all load served by the output of any UAMPS Resources, including Behind-the-Meter Generation, provided however, that to allow for installation of metering and implementation of procedures for scheduling and billing, the effective date for billing for Behind-the-Meter Generation will commence with the first billing period starting 90 days after FERC approval of the settlement in Docket No. ER12-336 or October 1, 2012, whichever comes earlier. Metered and scheduled amounts at Points of Delivery shall be adjusted for losses. UAMPS Load associated with Behind-the-Meter Generation shall consist of the metered output of each unit qualifying as such, and shall not be adjusted for losses. UAMPS may elect to designate less than its total load as UAMPS Load but may

not designate less than its total load at a discrete Point of Delivery, except for deliveries at Mona. Where UAMPS has elected not to designate a particular load at discrete Points of Delivery as UAMPS Load, UAMPS is responsible for making separate arrangements under Part II of the Tariff for any point-to-point transmission service that may be necessary for such non-designated load. Notwithstanding the foregoing, UAMPS Load shall not include load served by the Western Resource.

- 1.24. UAMPS Monthly Coincident Peak Demand – UAMPS Load coincident with the Monthly Transmission System Peak.
- 1.25. UAMPS Resources – Any generating resource that is owned, purchased, or leased by UAMPS, including without limitation purchased power and energy, as initially designated in Appendix B hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting Network Resources. UAMPS Resources shall also include Behind-the-Meter Generation as identified, but with the exclusions also identified, in Section 1.5 and Appendix F, but do not include any resource, or portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet UAMPS Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program.
- 1.26. WECC – the Western Electricity Coordinating Council.
- 1.27. Western – Western Area Power Administration, Salt Lake City Area Integrated Projects.
- 1.28. Western Low-Voltage Agreement – the Contract between PacifiCorp and United States Department of Energy Western Area Power Administration Salt Lake City Integrated Projects for Low-Voltage Transmission Service to Utah Contractors dated April 18, 1990, as amended thereafter.
- 1.29. Western Resource – Power and energy available to UAMPS at the Points of Use defined in the Western Transmission Agreement or the Western Low-Voltage Agreement. Points of Delivery under this Agreement will be consistent with the Western Transmission Agreement.

1.30. Western Transmission Agreement – the Contract (No. 14-06-400-2436) between PacifiCorp and United States Department of Energy Western Area Power Administration, Salt Lake City Area Integrated Projects for Interconnections and Transmission Service dated May 17, 1962, as amended thereafter.

2. Term and Termination

2.1. This Agreement shall be subject to acceptance for filing by FERC.

2.2. This Agreement shall be effective on the date it is permitted to become effective by the FERC. PacifiCorp shall submit this Agreement for filing with FERC in accordance with FERC filing requirements. If accepted for filing by FERC, this Agreement, as it may hereafter be amended by mutual agreement of the Parties or in accordance with Section 29 of this Agreement, will remain in full force and effect for so long as UAMPS is interconnected with PacifiCorp's Transmission System; provided, however, that the Agreement may be terminated or replaced by mutual agreement of the Parties.

3. Firm Transmission Service

3.1. Commencing on the Effective Date, PacifiCorp shall accept from UAMPS schedules for firm transmission service over the PacifiCorp Transmission System for the delivery of capacity and energy from UAMPS Resources to UAMPS Load at the Points of Delivery (other than Mona) identified in Appendix A and also for delivery of capacity and energy from Hunter II to the Mona Point of Delivery. PacifiCorp's obligation to deliver such amounts of power and energy shall be subject to PacifiCorp's right to interrupt or reduce such deliveries pursuant to Subsection 3.3 and Subsection 3.4 herein. UAMPS shall pay PacifiCorp for firm transmission service provided under this Section in accordance with Appendices C, D and E to this Agreement.

3.2. UAMPS may use PacifiCorp's Transmission System to deliver energy to its UAMPS Loads at the Points of Delivery from resources that have not been

designated as UAMPS Resources on a secondary network service basis comparable to that provided under the Tariff. Such power and energy shall be transmitted, on an as-available basis, at no additional charge. Notwithstanding the foregoing, deliveries to the Mona Point of Delivery may only be scheduled from Hunter II.

- 3.3. PacifiCorp shall make reasonable provision to supply continuous firm transmission service, but does not warrant or guarantee that such transmission service shall be free from interruption or reductions for reasons including, but not limited to:
- (a) Interruptions or reductions due to force majeure events pursuant to Section 20 herein;
 - (b) Interruptions or reductions due to action reasonably instituted by automatic or manual controls for the purpose of maintaining overall reliability and continuity of PacifiCorp's Transmission System or generation facilities; or
 - (c) Interruptions or reductions which, in the reasonable opinion of PacifiCorp, are necessary for the purposes of maintenance, repair, replacement, installation of equipment or inspection of PacifiCorp's Transmission System or generation facilities.

Except as provided in Section 25 herein, PacifiCorp shall not be liable to UAMPS for any direct or indirect damages (including any punitive, special, exemplary, treble, incidental, or consequential damages) resulting from any of the above interruptions or reductions. PacifiCorp shall provide UAMPS reasonable advance notice of any scheduled activities or conditions that will result in interruptions or reductions of transmission service. PacifiCorp shall use reasonable due diligence to expeditiously remove all causes of interruptions or reductions of transmission service which are under its control.

- 3.4. In the event of an interruption or reduction occurrence as described in Section 3.3 herein, interruptions or reductions shall be made consistent with the curtailment procedures and priorities set forth in the Tariff.

4. Low-Voltage Service to Western

In addition to transmission service provided to Western under the Western Transmission Agreement, PacifiCorp provides transmission service to Western under the Western Low Voltage Agreement. The Parties agree that, for each hour the Western Resource is scheduled, it will be assumed that the scheduled Western Resource, adjusted for transmission losses, was served first to the 138 kV or higher Points of Use defined in the Western Transmission Agreement. In the event the scheduled Western Resource exceeds the metered deliveries at 138 kV or higher, it will be assumed that the maximum single hourly amount which exceeds the load at 138 kV or higher for each monthly billing period, as adjusted for low-voltage losses, was served to the Points of Use defined in the Western Low-Voltage Agreement

5. Distribution Voltage Service

PacifiCorp shall deliver capacity and energy associated with UAMPS Resources from the Points of Receipt to UAMPS' Points of Delivery designated by UAMPS and interconnected with PacifiCorp's Transmission System at distribution voltages (voltages less than 46 kV). The Parties agree that UAMPS shall pay a monthly distribution charge for service at distribution voltage levels. This charge and the method for derivation of this charge are included as Appendix D. Should UAMPS upgrade a distribution voltage Point of Delivery to a voltage equal to or greater than 46kV, PacifiCorp, upon receipt of written notice of such change, shall, upon completion of any necessary upgrades, amend Appendix D to reflect the elimination of such distribution voltage Point of Delivery.

6. Transmission Loss Provisions

UAMPS is responsible for replacing or purchasing Real Power Losses incidental to all scheduled deliveries of power and energy hereunder from UAMPS Resources to UAMPS Load. Such transmission losses shall be calculated in accordance with Schedule 10 to the Tariff. Loss factors associated with distribution service shall be as set forth in Appendix D.

7. Ancillary Services

Ancillary Services provided under this Agreement shall be pursuant to this section and to the terms, conditions, and rates defined in Appendix E and the Tariff.

7.1. PacifiCorp shall provide, and UAMPS is required to purchase, the following Ancillary Services: (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation or Other Sources (less any credits available under the Tariff for reactive supply and voltage control from generation or other sources provided by UAMPS).

7.2. PacifiCorp shall offer to provide the following Ancillary Services associated with load served within PacifiCorp's Balancing Authority Area: (i) Regulation and Frequency Response, (ii) Generator Regulation and Frequency Response Service, (iii) Energy Imbalance, (iv) Operating Reserve – Spinning, (v) Operating Reserve – Supplemental, and (vi) Generator Imbalance. UAMPS is required to acquire these Ancillary Services, whether from PacifiCorp, from a third-party, or by self-supply.

7.3. Pursuant to Section 7.2, UAMPS must purchase Ancillary Services from PacifiCorp unless UAMPS demonstrates, in accordance with the Tariff and Business Practices, that it has acquired the Ancillary Services from a third party or by self supply.

7.4. Should UAMPS determine to self-supply Ancillary Services as specified by Section 7.2 of this Agreement, it shall do so in accordance with the Tariff and PacifiCorp Business Practices.

8. Hunter Variation Account

The Parties shall establish and maintain a variation account to accumulate the hourly differences between UAMP's Net Hunter Schedule and UAMPS' actual deliveries to the PacifiCorp Transmission System of the Hunter Resource. For the purpose of this Hunter Variation Account, UAMPS' actual deliveries to the PacifiCorp Transmission System from the Hunter Resource shall be equal to the sum of (1) UAMPS' ownership share of the actual

Hunter II generation less UAMPS' station service requirements with its ownership share of Hunter II and (2) any scheduled purchases by UAMPS from any entity with ownership rights in Hunter Generating Station generation and delivered to UAMPS at the Hunter Generating Station bus, less sales of Hunter Generating Station generation scheduled by UAMPS for delivery to any entity with ownership rights in Hunter Generating Station generation and less (or plus, as appropriate), any schedules from (or to) the Hunter Resource to PacifiCorp to clear balances in the Hunter Variation Account as provided in this Section. Such variances shall be separately accumulated during on-peak and off-peak periods in accordance with the Northwest Power Pool definitions for on-peak and off-peak periods. PacifiCorp shall account for transactions between entities having ownership rights in Hunter Generating Station generation from schedules provided by such entities and shall notify and provide an accounting summary to UAMPS after the end of each month as to the amounts of Hunter Variation Account energy in the on-peak and off-peak periods and indicating whether such energy is owed to PacifiCorp or to UAMPS. Such variation amounts shall be eliminated through Hunter Variation Account schedules. Such schedules shall eliminate on-peak variations through on-peak schedules and off-peak variations through off-peak schedules within ten days of PacifiCorp's notification unless otherwise mutually agreed.

9. Scheduling Provisions

UAMPS shall schedule all firm transmission service to be provided under Section 3 of this Agreement in accordance with PacifiCorp's Business Practices, prevailing scheduling practices within WECC, and the Tariff.

10. Study Procedures for Additional Service Requests

UAMPS may request that PacifiCorp provide firm transmission service to additional load or from additional resources under this Agreement. The Parties shall follow the system impact study and facilities study procedures set forth in Section 32 of the Tariff to determine whether additional UAMPS Resources, Point(s) of Receipt or Point(s) of

Delivery may be accommodated. UAMPS will promptly notify PacifiCorp of any changes to resources located on UAMPS's or its member's side of a discrete Point of Delivery. For future generator interconnections on UAMPS's or its member's side of a Point of Delivery, UAMPS will request and pay for system impact and facilities studies for generator interconnections greater than 5 MW such that PacifiCorp is aware of and can study the installation, understand any impacts that require mitigation, and implement any required upgrades, all in a manner consistent with Tariff interconnection requirements. Resource updates and capacity delivery levels will be defined through annual load and resource forecasts consistent with Tariff requirements.

11. System Planning

11.1. UAMPS shall provide PacifiCorp with an annual load and resource forecast in accordance with Part III of the Tariff. The load and resource forecast shall be used by PacifiCorp for the purpose of transmission planning only, and shall not be used for any billing purpose whatsoever, including without limitation for firm transmission service pursuant to Section 3 hereof.

11.2. PacifiCorp shall coordinate its transmission planning with UAMPS in accordance with Attachment K of the Tariff.

12. Unauthorized Use

If UAMPS uses transmission service on the PacifiCorp Transmission System from a UAMPS Resource or at a Point of Receipt or Point of Delivery not specified in Exhibits A or B hereof, as may be amended from time to time in accordance with Sections 1.19, 1.24 and 10, or in a manner not authorized by this Agreement, including applicable provisions of the Tariff, as applicable, or uses Ancillary Services in connection with such unauthorized transmission service or in a manner not authorized by this Agreement, including applicable provisions of the Tariff, as applicable, it shall pay for the transmission services and Ancillary Services so provided in accordance with the Tariff, including unauthorized use charges.

13. Meter and Communication Facilities

UAMPS shall own, install, operate, maintain, repair and replace the metering equipment and communications facilities located at each of the Points of Delivery, and at each resource that is Behind-the-Meter Generation, to monitor, control and carry out the obligations and duties required by this Agreement. Notwithstanding the foregoing, (1) metering and communications requirements for Behind-the-Meter Generation will apply only to thermal units and non-run of the river hydro units with nameplate capacity of 5 MW or greater existing on the effective date of this Agreement, and all future thermal units with a nameplate capacity that would require metering and telemetry under PacifiCorp's then current requirements for new generation interconnection; (2) any required new metering for existing thermal units shall be installed no later than the earlier of 90 days following approval of the settlement in Docket No. ER12-336 or October 1, 2012; (3) any required telemetry on existing thermal units for which such metering is required shall be installed no later than the earlier of two years from the date of approval of the settlement in Docket No. ER12-336 or October 1, 2014; (4) the communications requirement for telemetry is only for UAMPS or its members to install the necessary equipment to get data to PacifiCorp's nearest communications facility (such as the interconnection substations for those units), not for any communications upgrades that may be required on PacifiCorp's facilities to receive and process that data, and each party will bear its own costs for necessary communications equipment and upgrades; and (5) metering equipment and communication facilities at Points of Delivery governed by separate interconnection agreements shall be owned, installed, operated, maintained, repaired and replaced pursuant to such agreements. The Parties shall have the right to witness, and shall have the obligation to notify the other Party of any testing and/or calibration of owned metering equipment that affects interconnections and/or deliveries hereunder. Such metering equipment shall be accessible to both Parties. Each Party shall allow the other Party reasonable time in each hour in cooperation with third parties for access to such metering equipment for

interrogation. Meter inspections will be conducted by PacifiCorp in accordance with its procedures for inspecting other similar meters.

14. Underfrequency Relaying

UAMPS shall exercise its best efforts to assist and coordinate with PacifiCorp and UAMPS' members that are registered as Distribution Providers for the implementation and/or maintenance of an underfrequency relaying program which shall include installation of sufficient underfrequency relaying equipment to shed UAMPS' member loads in a manner consistent with applicable NERC reliability standards and applicable load shedding procedures.

15. Energy Imbalance Market

UAMPS agrees to abide by provisions of Attachment T of PacifiCorp's Tariff upon its approval by FERC, to the extent such Attachment T is not inconsistent with this Agreement.

16. Business Practices

UAMPS agrees to abide by provisions of any applicable posted Business Practice, to the extent such Business Practice is not inconsistent with this Agreement.

17. Billing and Payment

Billing statements for all services provided to UAMPS under this Agreement shall be provided via Electronic File Transfer Protocol per UAMPS instructions and within a reasonable period following the end of the month. UAMPS shall pay such amounts including any assessment of interest in accordance with Section 7 of the Tariff. Payment for all services provided hereunder shall be electronically wire transferred pursuant to the instructions on PacifiCorp's invoice.

18. Power Factor

UAMPS shall at all times effectively control and limit the flow of reactive power at the Points of Delivery to maintain a power factor of ninety-five percent (95%) or greater or, by mutual agreement of the Parties, of some lesser power factor; *provided, however,* that UAMPS shall not be required to maintain a power factor greater than PacifiCorp's power factor under comparable circumstances in the same planning area. Upon written request by UAMPS, PacifiCorp shall provide UAMPS with information relating to PacifiCorp's power factor in the area. UAMPS, at UAMPS' expense, shall install or have installed switched capacitors or other equipment as PacifiCorp may reasonably require to eliminate that portion of unscheduled reactive power flow which causes the power factor to fall below the limits established herein. PacifiCorp shall exercise reasonable judgment in minimizing the size of such capacitors or other equipment consistent with voltage control for PacifiCorp's other customers on PacifiCorp's Transmission System. Should UAMPS fail to take the corrective action requested by PacifiCorp within one (1) year after written notice from PacifiCorp, PacifiCorp may perform such services or supply and install such capacitors or other equipment as PacifiCorp deems necessary to provide the corrective action. UAMPS shall reimburse PacifiCorp for all amounts reasonably expended by PacifiCorp and all services contracted for or performed by PacifiCorp in taking the corrective action, including PacifiCorp's standard overhead costs. The total of these expenditures shall be paid by UAMPS within thirty (30) days of receipt by UAMPS of an itemized statement of those expenditures reasonably incurred by PacifiCorp, subject to the dispute procedures of Section 19 herein.

19. Disputes

Any dispute between the Parties involving transmission service under this Agreement shall be resolved in accordance with Section 12 of the Tariff.

20. Force Majeure

Neither Party to this Agreement shall be considered in default in performance of any obligation hereunder if and to the extent that failure of performance shall be due to force

majeure. The term “force majeure” means 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 curtailment, 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 an act of negligence or intentional wrongdoing. However, a Party shall not be relieved of liability for failure of performance if such failure is 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. Any Party rendered unable to fulfill any obligation by reason of force majeure shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a labor dispute against its will.

21. Assignment

Either Party may, without consent of the other Party, assign all or a portion of its rights or delegate all or a portion of its duties under this Agreement in connection with the sale or merger of a substantial portion of the Party's assets, or in connection with the establishment of a Regional Transmission Organization or similar organization that assumes operational control of the Party’s transmission facilities. In all other cases, neither Party shall assign its rights nor delegate their duties under this Agreement or any part of such rights or duties without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any such assignment or delegation made without such written consent will be of no effect.

22. Choice of Law

The Parties in their performance of their obligations hereunder shall conform to all applicable laws, rules and regulations and, to the extent their operations are subject to the jurisdiction of state or federal regulatory agencies, they shall be subject to the terms of valid and applicable orders of such agencies. This Agreement shall be construed in

accordance with the laws of the State of Utah unless preempted by the Federal Power Act or other federal law.

23. Waiver

Any waiver at any time by either Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default of such matters.

24. Partial Invalidity

It is the intention of the Parties that the terms and conditions of this Agreement and the performance of the obligations contained in this Agreement shall conform to all applicable laws, rules and regulations governing the subject matter of this Agreement. The Parties agree that in the event any of the terms or conditions of this Agreement are finally held or determined to be invalid, illegal or void, or as being in contravention of any applicable laws, rules, regulations or public policy, all other terms and conditions of this Agreement shall remain in full force and effect unless the terms or conditions so found to be invalid, illegal or void are not reasonably separable from the remaining terms and conditions of this Agreement. Further, the Parties agree that if and when any or all of the terms and conditions of this Agreement are finally held or determined to be invalid, illegal or void by either a court of competent jurisdiction or a regulatory agency, the Parties shall enter into negotiations concerning the terms and conditions affected by such decision for the purpose of achieving conformity with the requirements of any applicable law, rule or regulation and the intent of the Parties contained in this Agreement as originally executed.

25. Liability and Indemnification

25.1. Generally. Except as provided in this Section 25, each Party hereto hereby assumes all liability for injury or damage to persons or property arising from the intentional acts or gross neglect of its own employees, agents or contractors and shall indemnify and hold the other Party harmless from any liability arising therefrom.

Neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of the ordinary negligence of its own employees, agents or contractors and shall indemnify and hold the other Party harmless from any liability arising therefrom.

25.2 Electrical Disturbance. Notwithstanding Section 25.1, or any other provision of this Agreement, neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of the electrical disturbance on either Party's electric system, whether or not such electric disturbance resulted from a Party's negligent, grossly negligent or wrongful act or omission, excepting only gross action knowingly or intentionally taken, or failed to be taken, with intent that injury or damage result therefrom, or which action is wantonly reckless. Each Party releases the other Party from, and shall indemnify the other Party for, any such liability.

25.3. As used in this Section, (1) the term "Party" means, in addition to such Party itself, its directors, officers and employees; (2) the term "damage" means all damage, including consequential damage and (3) the term "person" means any person, including those not connected with either Party to this Agreement.

26. Remedies Not Exclusive

The specification of a remedy in any section or paragraph of this Agreement for failure of a Party to meet any of its obligations shall not be deemed to affect or limit the right of any Party to seek any such other legal, equitable or administrative remedies as may be available for such failure.

27. Insurance

Until all obligations under or incident to this Agreement are satisfied, the Parties' shall provide and maintain all insurance required by law, and all insurance which prudent

business judgment dictates is necessary to cover the risks and obligations of the Parties. The insurance shall be in such forms and in such amounts as prudent business judgment deems appropriate, and shall be provided and maintained at each Party's sole expense. The Parties' indemnification obligation pursuant to Section 25 and other obligations to each other or others under or incident to this Agreement shall not be limited in any way by the amount or type of insurance the Party chooses to provide or maintain.

28. Notices

~~2728~~.1. All notices, demands or requests provided for in this Agreement shall be in writing and shall be deemed to have been properly served, given or made if delivered in person or when sent by registered or certified mail, postage prepaid and return receipt requested, to the Parties at their respective addresses.

28.2. Notices, demands or requests concerning this Agreement shall be delivered or addressed to the addresses as follows:

- (a) To UAMPS:
~~General Manager~~
~~Chief Operations Officer~~
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
155 North 400 West, Suite 480
Salt Lake City, Utah 84103
- (b) To PacifiCorp:
PacifiCorp Transmission Systems
Director, Transmission Services
825 N.E. Multnomah, Suite 1600
Portland, Oregon 97232

28.3. Either Party may change the address or the person to whom such notices, demands or requests shall be sent by furnishing to the other Party, at that Party's then current address for notices, demands or requests, written notice of such change.

29. Regulatory Authority and Rate Changes

~~28~~29.1. The terms and conditions of this Agreement are subject to the terms of valid and applicable orders of such state and federal regulatory agencies having authority over this Agreement.

29.2. PacifiCorp may make a unilateral filing with FERC to modify this Agreement with respect to any terms and conditions, charges, classifications of service, rule or regulation under Section 205 of the Federal Power Act or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that UAMPS shall have the right to protest any such filing by PacifiCorp and to participate fully in any proceeding before FERC in which such modifications may be considered.

29.3. Execution of this Agreement by UAMPS shall not constitute a waiver in any sense whatsoever of UAMPS' right to exercise its rights under the Federal Power Act in respect to this Agreement.

30. System Ownership

30.1. The electrical system of UAMPS shall at all times be and remain in UAMPS' exclusive possession and control, and nothing in this Agreement shall grant, or be construed to grant to PacifiCorp, any rights of ownership in or possession of UAMPS' electrical system.

30.2. The electrical system of PacifiCorp shall at all times be and remain in PacifiCorp's exclusive possession and control, and nothing in this Agreement shall grant, or be construed to grant to UAMPS, any rights of ownership in or possession of PacifiCorp's electrical system.

31. Existing Agreements

This Agreement supersedes prior transmission service and operating agreements between UAMPS and PacifiCorp. Notwithstanding the foregoing, nothing herein is intended to alter, suspend or supersede the rights or the duties of the Parties under the Mona

Interconnection Agreement dated April 27, 1989, or the non-transmission terms of the Ownership & Management Agreement dated October 24, 1980 related to Hunter II.

32. Effect of Section Heading.

Section headings appearing in this Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of the text of this Agreement.

33. Changes in and Appendices to this Agreement

33.1. Except as provided for in Section 29 of this Agreement, this Agreement may not be modified or amended by either Party except by subsequent mutual agreement of the Parties and by written instrument duly executed by the Parties.

33.2. This Agreement includes the following Appendices, all of which are attached hereto and incorporated by reference:

Appendix A - UAMPS Points of Delivery

Appendix B - UAMPS Resources

Appendix C – Charges for Transmission Service

Appendix D - Charge and Derivation of the UAMPS Distribution Voltage
Delivery Charge

Appendix E – Charges for Ancillary Services

Appendix F – Excluded Behind-the-Meter Generation

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be executed by their duly authorized representatives as of the date hereinabove set forth.

PACIFICORP

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By: ~~/s/Natalie L. Hoeken~~ Rick Vail

By: /s/ Marshall Empey

Name: ~~Natalie Hoeken~~ Rick Vail

Name: Marshall Empey

Title: ~~SVP, VP, PacifiCorp Transmission &~~
~~System Operations~~

Title: Chief Operations ~~Manager~~ Officer

Date: August 25, 2020

Date: August 25, 2020

APPENDIX A
UAMPS POINTS OF DELIVERY

The following are Points of Delivery on the transmission system of PacifiCorp.

<u>Name</u>	<u>On-System Point of Delivery</u>	<u>Delivery Voltage</u>	<u>Meter or Schedule</u>
UAMPS	Mona Switchyard ¹	345 kV	Schedule
UAMPS	Hunter Station ²	345 kV	Calculated
Beaver ³	Beaver City Substation	46 kV	Meter
Beaver	Upper Beaver Hydro Station Service	46 kV	Meter
Blanding ³	Blanding Tap Line #1	69 kV	Meter
Blanding ³	Blanding Tap Line #2	69 kV	Meter
Bountiful City ³	Bountiful Substation #1 ⁴	138 kV	Meter
Bountiful City ³	Bountiful Substation #2 ⁴	138 kV	Meter
Bountiful City ³	Pine View Hydro Station Service	46 kV	Meter
<u>Brigham City³</u>	<u>Brigham Substation</u>	<u>138 kV</u>	<u>Meter</u>
Enterprise ³	Escalante Valley Tap Line ⁵	138 kV	Meter
Ephraim ³	Ephraim City Tap Line	46 kV	Meter
Fairview ³	Fairview Substation	46 kV	Meter
Fillmore ³	Fillmore City Tap Line	46 kV	Meter
Heber L&P ³	Heber L&P Tap Line	46 kV	Meter
Hurricane ³ Santa Clara St. George Washington City	St. George Substation #1 ⁶	345 138 kV	Meter

<u>Hurricane³</u>	<u>Purgatory Flat Substation¹⁶</u>		
<u>Santa Clara</u>		<u>69 kV</u>	<u>Meter</u>
<u>St. George</u>		<u>69 kV</u>	<u>Meter</u>
<u>Washington City</u>		<u>69 kV</u>	<u>Meter</u>
Holden ³	Holden Substation ⁷	7.2 kV	Meter
Hyrum ³	Hyrum City Tap Line	46 kV	Meter
Idaho Falls	Sugar Mill #1 ⁸	46 kV	Meter
Idaho Falls	Sugar Mill #2 ⁸	161 46 kV	Meter
Idaho Falls	Sugar Mill West ⁸	161 kV	Meter
Idaho Falls	West Side Substation ⁸	161 kV	Meter
Kanosh ³	Flowell Tap Line ⁹	46 kV	Meter
Kaysville ³	Burton Lane Tap	138 kV	Meter
Kaysville ³	Kaywest Switchstation ¹⁰	46 kV	Meter
Kaysville ³	Schick Lane	138 kV	Meter
Lehi ³ ⁺⁺	Lehi Tap #3 (A) (Rodeo) <u>Glen Carter</u>	46 <u>138</u> kV	Meter
Lehi ³	Lehi Tap #3 (B) (Rodeo) <u>5 (Bull River)</u>	46 <u>138</u> kV	Meter
Lehi ^{3,11}	Lehi Tap #3 (C) (Rodeo) <u>6 (Ashton)</u>	46 <u>138</u> kV	Meter
Lehi ^{3,11}	Lehi Tap #5 (Ind. Park) <u>7 (Traverse Mtn)</u>	46 <u>138</u> kV	Meter
Lehi³-Lehi	Lehi Tap #6 (Ashton) <u>8 (Littlefield)</u>	138 kV	Meter
<u>Lehi³</u>	<u>Lehi Spring Creek</u>	<u>138 kV</u>	<u>Meter</u>
Lehi ³	Lehi Tap #6 (Traverse Mtn) <u>Westside</u>	138 kV	Meter
Logan ³	Logan City Substation ¹²	138 kV	Meter
<u>Logan³</u>	<u>Logan West Logan</u>	<u>138 kV</u>	<u>Meter</u>
Meadow ³	Flowell Tap Line ⁹	46 kV	Meter
Monroe ³	Monroe City Sub⁹ <u>Sub</u>	46 kV	Meter
Morgan ³	Morgan #1 Substation⁷ <u>Island Road</u> <u>Substation</u>	4.1 <u>64</u> kV	Meter
Morgan ³	Morgan #2 Tap Line	46 kV	Meter
Morgan ³	Morgan #3 Tap Line	46 kV	Meter

Mt. Pleasant ³	Mt. Pleasant Substation	46 kV	Meter
Murray ³	Riding Receiving Substation ¹³	138 kV	Meter
Oak City ³	Oak City Tap Line	46 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	SUVPS #1 ¹⁴	138 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	SUVPS #2 ¹⁴	138 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	SUVPS #3 ¹⁴	138 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	Dry Creek ¹⁴	138 kV	Meter
Paragonah ³	Burton Sub Feeder ⁷	12.47 kV	Meter
Parowan ³	Parowan Switchrack ⁹	34.5 kV	Meter
Parowan #2	Quest Load	12.47 kV	Meter
Parowan #3	Travel America	12.47 kV	Meter
Parowan #4	Truck Stop	12.47 kV	Meter
Parowan #5	Truck Bay	12.47 kV	Meter
Santa Clara³ Price City³	Santa Clara (Ivins Tap)⁷⁻¹⁵ Helper City Bus	69 46 kV	Meter
Spring City ³	Pine Creek Substation ⁷	12.47 kV	Meter

St. George City	Ledges Substation	34.5 kV	Meter
<u>Veyo SS</u>	<u>Veyo Station Service</u>	<u>34.5 kV</u>	<u>Meter</u>
Weber Basin ³	Weber Basin Pumps ⁺⁶¹⁸	Various	Meter
Weber Basin ³	Causey Hydro Station Service ⁺¹⁷ <u>Service</u>	12.47 kV	Meter

OFF-SYSTEM POINTS OF DELIVERY

<u>Member Name</u>	<u>Off-System Points of Delivery</u>	<u>Delivery Voltage</u>	<u>Meter or Schedule</u>
<u>Lower Valley Electric</u> ¹⁷	<u>Cattle Creek Substation</u>	<u>115 kV</u>	<u>Schedule</u>

EMERGENCY ONLY ON-SYSTEM POINTS OF DELIVERY

<u>Member Name</u>	<u>On-System Point of Delivery</u>	<u>Delivery Voltage</u>	<u>Meter or Schedule</u>
<u>Hurricane</u> ³	<u>Hurricane</u>	<u>69 kV</u>	<u>Meter</u>
<u>Logan</u> ³	<u>North Logan Substation</u>	<u>46 kV</u>	<u>Meter</u>
<u>Santa Clara</u> ³	<u>Santa Clara (Ivins Tap)</u> ⁷	<u>69 kV</u>	<u>Meter</u>

1. UAMPS' schedules for delivery at Mona 345 kV substation are for interchange schedules from Hunter II out of the PACE Balancing Authority Area. UAMPS may from time to time designate an alternate interchange point as a Point of Delivery for interchange schedules from Hunter II on an as available basis with network secondary priority at no additional charge.
2. UAMPS' calculated share of Hunter station service only occurs when Hunter II is off-line.
3. Loads also served under Western Transmission Agreements.
4. Bountiful City load is calculated from metered amounts flowing to UAMPS (M77270 CH 1, M78035 CH 1) less Weber Basin load (East Bountiful, South Davis, Orchard Drive and Val Verda) served through Bountiful Substation (M78265 CH 1, M78266 CH 1, M78683 CH 1, M77499 CH 1). Bountiful low voltage system loss adjustment to Weber Basin load is 3.0%, pursuant to contract number 14-06-400-3976 between Rocky Mountain Power and United States Bureau of Reclamation.
5. Per agreement between Dixie-Escalante and Enterprise, Dixie-Escalante system loss adjustment to Enterprise load is 9.0%.
6. The Central meters were replaced for billing purposes by the River M77684, Skyline M77685, and Skyline 2 M77686 in the St. George Substation with the implementation of joint operations under the Joint Operating Agreement between PacifiCorp and UAMPS dated 02/18/2005.
7. PacifiCorp owned distribution substation.
8. Various loads and generation in Idaho Falls as specified in the Bonneville-PacifiCorp ~~General Transfer Network~~ Integration Transmission Service Agreement, ~~Contract DE-MS79-88BP92287-SA 747~~. Schedules of resources under

the BPA ~~GTANITSA~~ are applied to Idaho Falls load first with any remaining resource needs being provided by UAMPS under this ARTSOA.

9. Per agreement between Kanosh Meadow and Flowell REA, Kanosh and Meadow are served at the Flowell REA Substation.
10. Some retail load of PacifiCorp and Kaysville receives power at the Kaywest Switchstation. The Kaysville delivery is equal to the total Kaywest Switchstation metered amount, less the PacifiCorp retail loads as adjusted for losses as provided from PacifiCorp retail meters and as calculated through the formula used to determine the street light load (which is based on load profile of each particular lighting instrument). The Kaysville low voltage system loss adjustment to PacifiCorp retail load is 13.2%.
11. Lehi Tap #6, (Ashton) and ~~Lehi #7~~ (Traverse ~~Mtn, Mountain~~) are two metered Transformer loads (Transformer #1, Ashton, is Meter 77623, Transformer #2, Traverse Mtn, is Meter 77784).
12. Some retail load of PacifiCorp and Logan receives power at the Logan City Substation. The Logan delivery is equal to the total Logan City Substation metered amount, less the PacifiCorp retail loads as adjusted for losses and as provided from PacifiCorp retail meters. Logan low voltage system loss adjustment to PacifiCorp retail load is 9.7%. In addition, Utah State University's allocation of CRSP power from Western are delivered to the Logan City substation through an agreement between Logan and Utah State University.
13. The Riding Receiving Substation bus is metered on the north side and on the south side. Both meters are bi-directional. Both meters and their four "out" values will be used to calculate the Murray load.
14. The SUVPS system at Spanish Fork Substation and Dry Creek Substation are also Points of Receipt for the Nebo Resource as shown in Appendix B and Points of Delivery for members of Utah Municipal Power Agency ("UMPA"). Payson City, Springville City and South Utah Valley ESD are served from Spanish Fork Substation, (meters (M78235 CH 1, M78236 CH 1, M78471 CH 1), and from Dry Creek Substation, (meters M77546 CH 1, M77547 CH 1). UAMPS Spanish Fork/Dry Creek load is total metered load at Spanish Fork and Dry Creek less the metered UMPA load (adjusted for losses) served through Spanish Fork Substation and Dry Creek Substation. The SUVPS/UAMPS low voltage system loss adjustment to UMPA load is 0.5% for transformation losses applicable to all Spanish Fork/Dry Creek deliveries to UMPA and transmission losses of 1.205% are applicable to deliveries to UMPA at the Whitehead (M77904), Canyon Road(M77900), Spanish Fork 3 (M77908), Woodhouse(M77549), Evergreen (M77551), Salem (M77896), and Arrowhead (M77555) metering points. UAMPS load is equal to the sum of the Spanish Fork/Dry Creek substation meters less the UMPA load at the Canyon Road, Whitehead, Spanish Fork 3, Woodhouse, Evergreen, Salem and Arrowhead meter data. Metered data is adjusted for transformation and transmission losses.
- ~~15. Load served at the Santa Clara (Ivins Tap) is limited as follows: 2005 – 25 MVA, 2006 – 22 MVA, 2007 – 20 MVA, 2008 – 17 MVA, 2009 – 15 MVA, 2010 – 12 MVA, 2011 – 10 MVA, 2012 – 8 MVA, 2013 and beyond – 0 MVA. PacifiCorp may, at a future date, require the installation of a circuit breaker at this delivery point.~~
- ~~15. Causey Hydro Station Service is delivered at PacifiCorp's 46/12.47 kV Eden Substation.~~
- ~~16. Purgatory Substation has three POD's for UAMPS. (1) Purgatory – Millcreek, (2) Purgatory – Anticline, and (3) Purgatory – Brentwood. The three POD's are metered at the UAMPS metering points pursuant to a separate Transmission Interconnection Agreement dated June 21, 2019 and accepted by FERC in Docket No. ER19-2227, as may be revised from time to time.~~
- ~~17. Per the Memorandum of Agreement between UAMPS, Lower Valley & BPA dated September 3, 2019, UAMPS will schedule 0-4 MWs to Lower Valley Electric from the UAMPS-owned Horse Butte Wind resource utilizing the Bonneville Power Administration transmission system. The amounts scheduled to Lower Valley from UAMPS shall be included in the UAMPS Monthly Coincident Peak Demand calculation.~~
- ~~16-18. Various loads and generation in Weber, Davis and Summit counties as specified in the USBR-PacifiCorp Water Exchange and Transfer Contract 14-06-400-3976.~~
- ~~17-1 Causey Hydro Station Service is delivered at PacifiCorp's 46/12.47 kV Eden Substation.~~

APPENDIX B

UAMPS RESOURCES

The UAMPS Resources and associated Point(s) of Receipt are as follows:

A. Causey Resource

UAMPS' entitlement to the net power and energy output from Weber Basin's 1.9 megawatt Causey Hydroelectric Plant delivered to PacifiCorp's Eden 46/12.47 kV substation distribution feeder. The Causey Resource currently has a summer rating of 2 MW and a winter rating of 1 MW.

~~B. Constellation West Valley~~

~~UAMPS' entitlement to the power and energy output from the West Valley, Utah, Gas Generation Station delivered to PacifiCorp at the _____ B. _____ ~~138 kV~~ West Ridge Substation. The Constellation West Valley resource has a capacity of 200 MW.~~

Four Corners Resource

UAMPS' entitlement to the net power and energy output from the San Juan Generation Station (ownership rights) delivered to

PacifiCorp at the Four Corners 345 kV switchyard.¹

~~D.C.~~ Horse Butte Wind Resource UAMP

S' entitlement to the net power and energy output from the Horse Butte Wind Resource interconnected to the BPA Palisades – Goshen 115 kV transmission line and subsequently delivered to the PacifiCorp Transmission System at the Goshen Substation at 161 kV. The Horse Butte Wind Resource has a summer rating of 57.6 MW and a winter rating of 57.6 MW.

¹ As of the date of this Agreement, the San Juan entitlement is 37 MW, plus additional 50 MW (for a total of 87 MW), ~~provided however, that with respect to the additional 50 MW, service shall be provided subject to the following:~~

~~For the summer peak months (June 15—September 15), Monday through Friday, during the peak operating hours of 1 to 7 pm, service will be subject to an operating procedure whereby the incremental 50 MW schedule will be reviewed in the day ahead operating window with all other firm northbound long term schedules on the affected path. PacifiCorp will provide UAMPS with a day ahead assessment related to potential curtailment risk at 3:00 pm pacific time. If the path long term firm north bound schedules net of southbound schedules in real time, at 20 minutes to the operating hour, exceed the path's firm Total Transfer Capability of 600 MW northbound, by operating procedure the 50 MW UAMPS schedule will be subject to priority curtailment such that the 600 MW northbound path schedule limit, net of any southbound schedules, is not exceeded.~~

~~The incremental 50 MW will no longer be subject to the foregoing operating procedure upon the earlier of (a) completion of the Sigurd—Red Butte second 345 kV line, [phase shifter modifications at Pinto substation], and [upgrades to reactive line compensation on the Sigurd to Mona line(s)], and (b) four years from the date of final approval of the settlement in Docket No. ER12-336, subject to (i) UAMPS' submission of supporting comments/testimony at the Utah Public Service Commission in the Sigurd—Red Butte #2 CPCN proceeding and (ii) UAMPS submission of supporting comments/testimony in the BLM permitting process for Sigurd—Red Butte #2. Notwithstanding the foregoing, in the event the BLM permit for Sigurd—Red Butte #2 is delayed beyond November 30, 2013, PacifiCorp may in its sole discretion extend the date for one additional year—to five years from the date of final approval of the settlement in Docket No. ER12-336—after which time the incremental 50 MW will no longer be subject to the foregoing operating procedure.~~

E.D. Hunter Resource
UAM
PS' entitlement to the net power and energy output from the Hunter Generation Station (ownership rights and contractual purchase rights) delivered to PacifiCorp at the Hunter 345 kV Switchyard.

F.E. Idaho Resource
UAM
PS' entitlement to the Gem State hydroelectric Facility Output that is purchased by UAMPS from the City of Idaho Falls.

G.F. Mona Resources
Variou
s Power Purchases as summarized in footnote.²

² For the Summer Season 2012 (April through September), firm Firm power purchases delivered at Mona: ~~Morgan Stanley contract 2727913 (50 MW), Morgan Stanley contract 2755942 (1 MW), Deseret Shell contracts (Logan, Hurricane, Deseret contracts (St George, Springville) (97 MW), Intermountain Power Agency (253 MW), Constellation contracts and Morgan Stanley Contracts E3379163, E3486072, E3379159, E3295427, E3497095 v. 1.00 (totaling 27 MW).~~

For the period after Summer Season 2012 until Summer Season 2021 (unless undesignated in accordance with Tariff procedures): ~~the above, plus Intermountain Power Agency (75 MW), and. Additional~~ firm purchases using Deseret and Western Area Power Administration transmission contracts (54 MW); ~~it~~. It is anticipated that to the extent any contracts above do not extend through ~~the entire period~~ Summer Season 2021, they will be replaced with other firm resource purchase contracts in accordance with Tariff procedures.

H.G. Nebo Resource³
UAM
PS' entitlement to the net power and energy output from the Nebo Generation Station delivered to the 46 kV and/or 138 kV system of UAMPS (and subsequently to PacifiCorp at the Spanish Fork and Dry Creek Substations). The Nebo Resource has a summer rating of 139 MW and a winter rating of 158 MW.

H.H. Nevada Resource
UAM
PS' entitlement to the power and energy delivered to PacifiCorp at the boundary between the states of Utah and Nevada where Nevada Power Company's and PacifiCorp's 345 kV transmission line interconnect. Transmission from this resource is available to UAMPS on an "as available" basis only as determined by PacifiCorp. There is currently a zero (0) MW

³ The Nebo power plant is located in Payson, Utah. The Nebo Resource is a 140 MW generating facility interconnected with the 46 kV system of Southern Utah Valley Power Systems ("SUVPS") as well as a 138 kV system of UAMPS. SUVPS' 46 kV system interconnects with PacifiCorp's 138 kV transmission systems at Spanish Fork and Dry Creek substations and UAMPS' 138 kV system interconnects with SUVPS at the Dry Creek substation which is interconnected with the PacifiCorp 138 kV transmission system.

summer and winter rating assigned to the Nevada Resource.

J.I. Pine View Resource

UAMPS' entitlement to the net power and energy output from City of Bountiful's 1.8 MW Pine View Hydroelectric plant delivered to PacifiCorp at the Pine View 46 kV substation. There is currently a 1.8 MW summer and 0.6 MW winter rating assigned to the Pine View Resource.

K.J.

Pleasant Valley Wind Generation Station⁴

UAMPS' entitlement to the net power and energy output from the Pleasant Valley Wind Generation Station (Contractual purchase

⁴ The Pleasant Valley Resource is a 144 MW wind generating facility interconnection with PacifiCorp's 138 kV transmission system at Long Hollow Substation in Wyoming. ~~Herdrola~~Avangrid Renewables Inc. (~~Herdrola, LLC~~ ("Avangrid") markets the output and (effective December 1, 2005) has assigned the first 125 MW of the output to UAMPS. Due to transmission constraints applicable to deliveries of the Pleasant Valley Resource to UAMPS' loads in Utah, transmission service from the Pleasant Valley Resource to UAMPS' Points of Delivery is contingent upon a remedial action scheme ("RAS") which, when activated, may result in generator tripping of the entire Pleasant Valley Wind Project. This RAS is needed due to limitations to PacifiCorp's Naughton-West transmission path and arming and activation shall be at the sole discretion of PacifiCorp's transmission system operation personnel. Any required replacement power during a RAS initiated curtailment shall be the sole responsibility of UAMPS. UAMPS' Scheduled energy deliveries from the Pleasant Valley Resource will, upon such generator tripping action will be immediately adjusted to zero. ~~Herdrola~~Avangrid is responsible for providing operating reserves for the Pleasant Valley Resource pursuant to a Transmission Service Agreement ("Service Agreement No. 314") between PacifiCorp and ~~Herdrola~~Avangrid. RAS and Operating Reserves are provided for in Service Agreement No. 314. Continued transmission service from the Pleasant Valley Resource will be contingent upon the continuation by ~~Herdrola~~Avangrid of the RAS and Operating Reserves provisions of Service Agreement No. ~~314~~314. Avangrid shall be responsible for settlement of all generator imbalance under the Energy Imbalance Market (EIM) pursuant to the letter agreement between UAMPS and Avangrid dated September 18, 2014.

Rights) delivered to PacifiCorp at the Long Hollow 138 kV Substation. The Pleasant Valley Resource has a summer rating of 125 MW and a winter rating of 125 MW.

K. Richmond Hydro

~~L.C.~~ ~~Salt Lake Energy Resource~~

UAMPS' entitlement to the net power and energy output from the Richmond Irrigation District Generator delivered to the PacifiCorp transmission system at the Circuit RMD 12 out of the Richmond Substation. The Richmond Irrigation District Generator has a summer rating of 360 kW and a winter rating of 120 kW.

L. Salt Lake Energy Resource

UAMPS' entitlement to the net power and energy output from Murray City Power's entitlement to the net power ~~Andand~~ energy output from the Salt Lake Energy Systems Landfill Gasification plant delivered to PacifiCorp's Terminal

Substation 12.47 kV
~~Distribution~~distribution feeder. Salt Lake Energy Systems plant has a summer rating of 3.2 MW and a winter rating of 3.2 MW.

M. Trans-Jordan Cities Resource—————

UAMPS' entitlement to the net power and energy output from the Trans-Jordan Cities Landfill Gas Generator delivered to the 46 kV tap on Oquirrh-Lark 46 kV transmission line. The Trans-Jordan Cities Resource has a capacity rating of 4.8 MW.

N. Upper Beaver Resource—————

UAMPS' entitlement to the net power and energy output from the Upper Beaver Hydro Generator delivered to the 46 kV tap on Elk Meadows to Cameron transmission line.- The Upper Beaver Resource has a summer rating of 2.52 MW and a winter rating of 2.52 MW.

O. Veyo Resource~~Western Resource~~—————

~~UAMPS' entitlement to the Power~~

UAM

PS' entitlement to the net power and energy output from the Veyo Waste Heat Generator delivered to the 34.5 kV tap on the PacifiCorp transmission line that serves the Kern River Gas Pipeline Veyo Compressor Station. The Veyo Waste Heat Generator is a nominal 7.5 MW (9.375 MVA) generator.

P. Western Resource

UAMPS' entitlement to the power and energy purchased from Western Area Power Administration and delivered to PacifiCorp at the Points of Use as described under the Western Transmission Service Agreement- RS 262.

APPENDIX C

CHARGE FOR FIRM TRANSMISSION SERVICE

The monthly rate for firm transmission service provided under this Agreement is the network integration transmission service rate under the Tariff and is applied to UAMPS Monthly Coincident Peak Demand.

APPENDIX D

CHARGE AND DERIVATION

OF THE

UAMPS DISTRIBUTION VOLTAGE DELIVERY CHARGE

The following are low voltage Points of Delivery or Points of Receipt (less than 46 kV) where UAMPS ~~makes deliveries of~~ may deliver or receive power and energy to or for the benefit of its Members at points on the distribution system of PacifiCorp. Charges shall be calculated on the basis of usage at the time of UAMPS Monthly Coincident Peak Demand.

Member Name	On-System Point of Delivery	Delivery Voltage	Meter or Schedule	Nearest PacifiCorp High Voltage Substation
Holden	Holden	7.2 kV	Meter	Pavant 46 kV
Morgan	Morgan #1	4.16 kV	Meter	Morgan 46 kV
Paragonah	Burton Sub Feeder	12.47 kV	Meter	Parowan Valley 138 kV
Parowan	Parowan	34.5 kV	Meter	Parowan Valley 138 kV
<u>Richmond Irrigation</u>	<u>Richmond Sub</u>	<u>12.47 kV</u>	<u>Meter</u>	<u>Richmond 46 kV</u>
Spring City	Pine Creek	12.47 kV	Meter	Pine Creek 46 kV
St. George City	Ledges	34.5 kV	Meter	Middleton 138 kV
Weber Basin	Causey	12.47 kV	Meter	Eden 46 kV
Salt Lake Landfill	“Landfill”	12.47 kV	Meter	Terminal 46 kV
<u>Veyo SS</u>	<u>Station Service</u>	<u>34.5 kV</u>	<u>Meter</u>	<u>Middleton 138 kV</u>

Distribution Voltage Delivery Charge:

Monthly Distribution Voltage Delivery Charge equals Monthly Transmission System Peak kW meter read for each POD multiplied (x) loss factor of 1.0356 multiplied (x) by distribution voltage delivery charge of \$0.75. The level of this charge may be adjusted from time to time pursuant to Section 29 of this Agreement.

APPENDIX E
CHARGES FOR ANCILLARY SERVICES

Ancillary Services to support loads served off PacifiCorp's Transmission System and associated charges as provided under the terms of this Agreement and in accordance with the Tariff are as follows:

Ancillary Services Charges:

The Following Ancillary Services are applicable:

a) Scheduling, System Control and Dispatch Service:

The rate, terms and conditions for Scheduling, System Control and Dispatch Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 1 of the Tariff, as such rates, terms and conditions may be modified from time to time, provided however, that the rate shall be applied to UAMPS Monthly Coincident Peak Demand.

b) Reactive Supply and Voltage Control from Generation or Other Sources Service:

The rates, terms and conditions for Reactive Supply and Voltage Control from Generation or Other Sources Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 2 of the Tariff, as such rates, terms and conditions may be modified from time to time, provided however, that the rate shall be applied to UAMPS Monthly Coincident Peak Demand less any credits for Reactive Supply and Voltage Control from Generation or Other Sources Service provided by UAMPS. Credits for Schedule 2 shall be applied for the Hunter II Resource and/or Nebo Resource to the extent (and only to the extent) generation from those resources is being applied to serve load under this Agreement. Other than generation from the Hunter II Resource, which will be measured based on scheduled generation, all other generator output will be measured based on actual generation. Additional generators may be eligible for Schedule 2 credits to the extent each such generator meets the following eligibility criteria in PacifiCorp Business Practice #63 –

Transmission Customer Provision of Reactive Supply and Voltage Control from Generation or Other Sources Service, once effective:

- 1) The generator has an exciter.
- 2) The generator is capable of responding automatically to voltage and/or reactive control settings and to manual directives from a PacifiCorp Control Area operator, as described in the Tariff, when called upon to supply reactive support (generate and absorb reactive energy) to PacifiCorp's Transmission System. Automatic response must be immediate and manual response must occur within 5 minutes of notice. Generators which fail to respond as directed will be disqualified until such time as the Control Area operator can be assured the unit can be relied upon.
- 3) The generator is interconnected to PacifiCorp's Transmission System or connected to a PacifiCorp transmission customer-owned transmission system within PacifiCorp's Balancing Authority Area.

Any generators jointly owned by PacifiCorp and UAMPS that are subject to Schedule 2 charges and for which PacifiCorp's costs are included in the calculation of Reactive Service rates, shall be deemed qualified.

The total Reactive Supply and Voltage Control from Generation or Other Sources Service obligation for UAMPS with its eligible generation that supplies such service for its transactions shall be equal to the total amount of load served within the Balancing Authority Area and/or generation exported from the Balancing Authority Area under this Agreement. The billing determinants for Reactive Supply and Voltage Control from Generation or Other Sources Service shall be determined by:

- (1) For the hour of the transmission system peak each month, subtracting from UAMPS' full requirement the total amount supplied by qualifying generator(s) during that hour each month;
- (2) charging UAMPS the Schedule 2 rate multiplied by the difference, in MWs, calculated in item (1) to the extent UAMPS supplied less than its full requirement during the coincident peak hour.

c) Regulation and Frequency Response Service:

The rates, terms and conditions for Regulation and Frequency Response Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 3 of the Tariff, as such rates, terms and conditions may be modified from time to time, provided however, that the rate shall be applied to UAMPS Monthly Coincident Peak Demand less any amount self-supplied.

d) Generation Regulation and Frequency Response:

The rates, terms and conditions for Generation Regulation and Frequency Response under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 3A of the Tariff, as such rates, terms and conditions may be modified from time to time, less any amount self-supplied.

e) Energy Imbalance Service:

For those Points of Delivery for which PacifiCorp receives real-time load data and where communications capability is available, PacifiCorp will make such data available to UAMPS.

Effective July 1, 2013, and thereafter, the rates, terms and conditions for Energy Imbalance Service under this Agreement shall be the rates, terms and conditions of Section 3 and Schedule 4 of the Tariff, as such rates, terms and conditions may be modified from time to time.

From June 1, 2012 through June 30, 2013, Energy Imbalance Service shall be as follows:

- (i) The Parties shall establish and maintain an Energy Imbalance Account to record the hourly differences between (1) UAMPS' actual deliveries of its resources at those Points of Receipt set forth in Appendix B, including any

metered deliveries from UAMPS' non-dispatchable resources, and (2) UAMPS' metered loads plus schedules to other entities at those Points of Delivery set forth in Appendix A, plus applicable losses. For purposes of determining energy imbalances, “actual deliveries” as used in the foregoing sentence, when referencing the Hunter Resource, shall mean the Net Hunter Schedule as defined in Section 1.16; and “schedules to other entities” as used in the foregoing sentence shall not include schedules of UAMPS' Hunter Resource to the Hunter Generating Station bus.

- (ii) At the end of each month, the parties shall settle all amounts in the Energy Imbalance Account through a financial settlement. PacifiCorp shall calculate for each hour of the previous month the Hourly Market Price, which shall equal the simple average of the Non-Firm price indices as determined by Dow Jones and published in the Wall Street Journal for delivered energy at Four Corners (“4C”), Palo Verde, and Mead/Marketplace for, or applicable to, each hour. In the event that any of these price indices are unavailable, the average of the other available prices shall be utilized. In the event that two or more of these price indices are unavailable, the Parties shall agree on an alternate, independently derived, market based price representative of energy prices in Utah for any such hour, and, pending such agreement, charges and compensation shall be based on PacifiCorp's incremental or decremental fuel cost, as the case may be. For each month, PacifiCorp shall provide to UAMPS the data that it uses or otherwise relies upon to calculate the applicable Hourly Market Prices and its incremental and decremental fuel costs. All Energy Imbalance Account amounts within plus or minus five percent ($\pm 5\%$) of the actual amount of metered load plus applicable losses shall be settled at one hundred percent (100%) of the Hourly Market Price. Outside of this band, Energy Imbalance Account amounts will be settled at one hundred

five percent (105%) of the Hourly Market Price for amounts owed to PacifiCorp and ninety-five percent (95%) of the Hourly Market Price for amounts owed UAMPS. Such settlement shall be included in the billing statement pursuant to Section 17 herein.

(iii) The Parties shall mutually agree on a method of handling energy imbalances caused by system disturbances at the time of such disturbance, and such amounts shall not be included in the Energy Imbalance Account. In the event that PacifiCorp fails to promptly notify UAMPS of an unusual operating condition on PacifiCorp's system that affects UAMPS' schedules or deliveries, including but not limited to an outage or disturbance at Hunter or on PacifiCorp's transmission system, UAMPS will be held harmless from any resulting imbalances.

During the period June 1, 2012, through June 30, 2013, UAMPS will not be eligible for imbalance penalty refunds in accordance with the terms of the Tariff.

f) Operating Reserve – Spinning Reserve Service:

The rates, terms and conditions for Operating Reserve – Spinning Reserve Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 5 of the Tariff, as such rates, terms and conditions may be modified from time to time, less any amount self-supplied.

g) Operating Reserve – Supplemental Reserve Service:

The rates, terms and conditions for Operating Reserve – Supplemental Reserve Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 6 of the Tariff, as such rates, terms and conditions may be modified from time to time, less any amount self-supplied.

h) Generator Imbalance Service

The rates, terms and conditions for Generator Imbalance Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 9 of the Tariff, as such rates, terms and conditions may be modified from time to time, *provided however, that* this Service will not be applicable to Hunter II generation owned by UAMPS, which shall be governed by the Hunter Variation Account; and that this service will not be applicable to Pleasant Valley Wind Generation, which shall be governed by the September 18, 2014 letter agreement between the UAMPS and Avangrid Renewables, LLC stating Generator Imbalance Service will be handled by Avangrid Renewables, LLC.

APPENDIX F

EXCLUDED BEHIND-THE-METER GENERATION

Name	Location	Nameplate MW Capacity	Type
Run of the River Hydro Generators			
Beaver Lower Hydro 1	City of Beaver	0.275	HY
Beaver Mid. Hydro 2	City of Beaver	0.625	HY
Beaver Upper Hydro 3	City of Beaver	0.700	HY
Echo Dam	Echo Reservoir	1.750	HY
Echo Dam	Echo Reservoir	1.750	HY
Echo Dam	Echo Reservoir	1.000	HY
Hydro Plant No 1	City of Ephraim	0.200	HY
Hydro Plant No 2	City of Ephraim	0.765	HY
Hydro Plant No 3	City of Ephraim	2.125	HY
Hydro Plant No 4	City of Ephraim	0.120	HY
Lake Creek	City of Heber	1.500	HY
Snake Creek	City of Heber	0.800	HY
Jordanelle	City of Heber	6.000	HY
Jordanelle	City of Heber	6.000	HY
Hyrum	City of Hyrum	0.400	HY
Hydro II	City of Logan	3.300	HY
Hydro II	City of Logan	3.300	HY
Hydro III	City of Logan	0.680	HY
Hydro III	City of Logan	0.680	HY
Hydro III	City of Logan	0.120	HY
Lower	City of Monroe	0.260	HY
Upper	City of Monroe	0.260	HY
Lower-Unit	City of Mt. Pleasant	0.150	HY
Unit	City of Mt. Pleasant	0.225	HY
Unit	City of Mt. Pleasant	1.250	HY
Upper-Unit	City of Mt. Pleasant	0.175	HY
Little Cottonwood	City of Murray	2.450	HY

Little Cottonwood	City of Murray	2.450	HY
Red Creek	City of Parowan	0.500	HY
Spring City Hydro	City of Spring City	0.300	HY
Bartholomew	City of Springville	1.000	HY
Hobble Creek	City of Springville	0.300	HY
Spring Creek	City of Springville	0.500	HY
Upper Bartholomew	City of Springville	0.200	HY
	Strawberry Water		
Payson	Users	0.400	HY
	Strawberry Water		
Spanish Fork	Users	1.750	HY
	Strawberry Water		
Spanish Fork	Users	1.750	HY
	Strawberry Water		
Spanish Fork	Users	0.250	HY
Gem State	City of Idaho Falls	26.000	HY

Thermal Generators

Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.750	IC
Heber City	City of Heber	1.600	IC
Hurricane	City of Hurricane	1.640	IC
Hurricane	City of Hurricane	1.640	IC
Hurricane	City of Hurricane	1.640	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Payson	City of Payson	2.650	IC
Payson	City of Payson	2.650	IC
Payson	City of Payson	2.000	IC
Payson	City of Payson	2.000	IC
Santa Clara	City of Santa Clara	1.950	IC
Santa Clara	City of Santa Clara	1.950	IC
Washington	City of Santa Clara	1.950	IC

Washington

City of Santa Clara

1-950

4C

FIFTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING
AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
PACIFICORP

**FIFTH AMENDED AND RESTATED
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FIFTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
PACIFICORP

PREAMBLE

THIS Fifth Amended and Restated Transmission Service and Operating Agreement is made and entered into as of the 25th day of August, 2020, by and between UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS, 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 (“UAMPS”); and PACIFICORP, an Oregon corporation. UAMPS and PacifiCorp are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.”

WITNESSETH

WHEREAS, the electrical systems of the Parties are interconnected; and

WHEREAS, PacifiCorp had agreed in several previous agreements to provide transmission service for the various resources available to UAMPS, as well as to provide the other services, including applicable Ancillary Services, necessary as a Balancing Authority Area operator; and

WHEREAS, UAMPS and PacifiCorp entered into a Transmission Service and Operating Agreement dated March 25, 1991 (“Interim Agreement”) which consolidated transmission services under the previous agreements and the Parties mutually agreed to replace the Interim Agreement with a long-term Transmission Service and Operating Agreement, initially dated May 7, 1992, as subsequently revised; and

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Definitions

When used in this Agreement with initial capitalization the following terms shall have the respective meanings set forth below and shall be applicable to both the singular and plural forms:

- 1.1. Agreement – This Fifth Amended and Restated Transmission Service and Operating Agreement between UAMPS and PacifiCorp.
- 1.2. Ancillary Services – Services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining safe, reliable and economic operation of PacifiCorp’s Transmission System in accordance with Good Utility Practice. Ancillary Services provided under this Agreement are identified in Appendix E.
- 1.3. Balancing Authority – The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time as specified by NERC.
- 1.4. Balancing Authority Area – The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area as specified by NERC.
- 1.5. Behind-the-Meter Generation – UAMPS’ and its members’ existing generation behind a metered Point of Delivery for any single unit which equals or exceeds 10 MW, and for all units wherever the aggregate nameplate capacity of the units behind a single Point of Delivery (including hydro units) equals or exceeds 25 MW, including without limitation, generation from UAMPS’ Nebo, Bountiful and Murray facilities. Notwithstanding the foregoing, (a) the units set forth on Appendix F shall not be included as Behind-the-Meter Generation, (b) the two 40 MW Millcreek units in Washington County shall not be included as Behind-the-Meter Generation until a second 345 kV transmission line to Red Butte (or a comparable line providing a second EHV source to that area) is constructed and placed in service, (c) the units behind the Logan POD that are not specified on

Appendix F will not be included as Behind-the-Meter Generation until a new unit or units of 1 MW or more are installed at that POD, and (d) new generation aggregating 5 MWs or less behind a POD that has no existing Behind-the-Meter Generation shall not be included as Behind-the-Meter Generation until the aggregate of such generation exceeds 5 MWs.

- 1.6. Business Practice – Transmission business practices that PacifiCorp periodically develops, and posts on its OASIS website, that provide additional detail explaining how PacifiCorp will implement its Tariff and this Agreement.
- 1.7. Effective Date – The date determined in Section 2 herein.
- 1.8. FERC – The Federal Energy Regulatory Commission or its successor.
- 1.9. Good Utility Practice – shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric 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, including those practices identified in Federal Power Act section 215(a)(4), defining “reliable operation.”
- 1.10. Hunter II – UAMPS’s share of Hunter Unit No. 2, which is part of the Hunter Generation Station located near Castledale, Utah and is operated by PacifiCorp.
- 1.11. Hunter Resource – The power and energy delivered by UAMPS to the PacifiCorp Transmission System at the Hunter Generating Station. Such power and energy may include amounts generated from UAMPS’s ownership interest in Hunter generation; amounts of Hunter generation purchased from one or more other owners of Hunter generation and delivered to UAMPS at the Hunter bus; and amounts accumulated in UAMPS’s Hunter Variation Account and owed to UAMPS.

- 1.12. Hunter Variation Account – The account described in section 8 in which the hourly differences are accumulated between UAMPS’ schedule of its Hunter Resource and UAMPS’ actual deliveries to the PacifiCorp Transmission System from its Hunter Resource.
- 1.13. Monthly Transmission System Peak – The maximum firm usage of PacifiCorp’s Transmission System in a calendar month as determined in accordance with the Tariff.
- 1.14. Native Load - The total load within PacifiCorp's Balancing Authority Area, including (1) obligations to customers of PacifiCorp under state regulatory jurisdiction, (2) obligations to customers of other utilities receiving transmission or other services from PacifiCorp, including UAMPS, and (3) PacifiCorp's normal obligations associated with operating a Balancing Authority Area. UAMPS Load is included within Native Loads hereunder.
- 1.15. NERC – North American Electric Reliability Corporation.
- 1.16. Net Hunter Schedule – The scheduled power and energy delivered to the PacifiCorp Transmission System from the Hunter Resource by UAMPS, which will consist of UAMPS’ scheduled ownership share of Hunter II net of any purchases and sales from or to entities having ownership rights to Hunter Generating Station generation, plus any schedules from the Hunter Variation Account. The Net Hunter Schedule shall be used in calculating the hourly energy imbalances described in Section 8.
- 1.17. Open Access Same-Time Information System (OASIS) – The information system and standards of conduct contained in Part 37 of FERC’s regulations and all additional requirements implemented by subsequent FERC orders applicable to OASIS.
- 1.18. PacifiCorp Transmission System – The facilities that are owned, controlled or operated by PacifiCorp that are used to provide transmission service under this Agreement and the Tariff and are included in PacifiCorp’s Tariff transmission revenue requirement periodically filed with FERC.

- 1.19. Points of Delivery (“PODs”) - Point(s) on PacifiCorp’s Transmission System where capacity and energy transmitted by PacifiCorp will be made available to UAMPS, as initially specified in Appendix A hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting network Points of Delivery and posted on PacifiCorp’s OASIS.
- 1.20. Points of Receipt (“PORs”) – Point(s) of interconnection on PacifiCorp’s Transmission System where capacity and energy from UAMPS Resources will be available to PacifiCorp by UAMPS, as initially specified in Appendix B hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting Network Resources and posted on PacifiCorp’s OASIS.
- 1.21. Real Power Losses – Electrical losses associated with the use of PacifiCorp’s Transmission System. Such losses are provided for in Section 6 of this Agreement and Schedule 10 of the Tariff.
- 1.22. Tariff – PacifiCorp's Open Access Transmission Tariff.
- 1.23. UAMPS Load – The load that UAMPS identifies for firm transmission service under Section 3.1 of this Agreement, at the Points of Delivery initially designated in Appendix A hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting network Points of Delivery and posted on PacifiCorp’s OASIS, including deliveries from Hunter II to the Mona Point of Delivery. UAMPS Load shall include all load served by the output of any UAMPS Resources, including Behind-the-Meter Generation, provided however, that to allow for installation of metering and implementation of procedures for scheduling and billing, the effective date for billing for Behind-the-Meter Generation will commence with the first billing period starting 90 days after FERC approval of the settlement in Docket No. ER12-336 or October 1, 2012, whichever comes earlier. Metered and scheduled amounts at Points of Delivery shall be adjusted for losses. UAMPS Load associated with Behind-the-Meter Generation shall consist of the metered output of each unit qualifying as such, and shall not be adjusted for losses. UAMPS may elect to designate less than its total load as UAMPS Load but may

not designate less than its total load at a discrete Point of Delivery, except for deliveries at Mona. Where UAMPS has elected not to designate a particular load at discrete Points of Delivery as UAMPS Load, UAMPS is responsible for making separate arrangements under Part II of the Tariff for any point-to-point transmission service that may be necessary for such non-designated load. Notwithstanding the foregoing, UAMPS Load shall not include load served by the Western Resource.

- 1.24. UAMPS Monthly Coincident Peak Demand – UAMPS Load coincident with the Monthly Transmission System Peak.
- 1.25. UAMPS Resources – Any generating resource that is owned, purchased, or leased by UAMPS, including without limitation purchased power and energy, as initially designated in Appendix B hereof and as may be amended from time to time in accordance with the Tariff procedures for adding or deleting Network Resources. UAMPS Resources shall also include Behind-the-Meter Generation as identified, but with the exclusions also identified, in Section 1.5 and Appendix F, but do not include any resource, or portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet UAMPS Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program.
- 1.26. WECC – the Western Electricity Coordinating Council.
- 1.27. Western – Western Area Power Administration, Salt Lake City Area Integrated Projects.
- 1.28. Western Low-Voltage Agreement – the Contract between PacifiCorp and United States Department of Energy Western Area Power Administration Salt Lake City Integrated Projects for Low-Voltage Transmission Service to Utah Contractors dated April 18, 1990, as amended thereafter.
- 1.29. Western Resource – Power and energy available to UAMPS at the Points of Use defined in the Western Transmission Agreement or the Western Low-Voltage Agreement. Points of Delivery under this Agreement will be consistent with the Western Transmission Agreement.

1.30. Western Transmission Agreement – the Contract (No. 14-06-400-2436) between PacifiCorp and United States Department of Energy Western Area Power Administration, Salt Lake City Area Integrated Projects for Interconnections and Transmission Service dated May 17, 1962, as amended thereafter.

2. Term and Termination

2.1. This Agreement shall be subject to acceptance for filing by FERC.

2.2. This Agreement shall be effective on the date it is permitted to become effective by the FERC. PacifiCorp shall submit this Agreement for filing with FERC in accordance with FERC filing requirements. If accepted for filing by FERC, this Agreement, as it may hereafter be amended by mutual agreement of the Parties or in accordance with Section 29 of this Agreement, will remain in full force and effect for so long as UAMPS is interconnected with PacifiCorp's Transmission System; provided, however, that the Agreement may be terminated or replaced by mutual agreement of the Parties.

3. Firm Transmission Service

3.1. Commencing on the Effective Date, PacifiCorp shall accept from UAMPS schedules for firm transmission service over the PacifiCorp Transmission System for the delivery of capacity and energy from UAMPS Resources to UAMPS Load at the Points of Delivery (other than Mona) identified in Appendix A and also for delivery of capacity and energy from Hunter II to the Mona Point of Delivery. PacifiCorp's obligation to deliver such amounts of power and energy shall be subject to PacifiCorp's right to interrupt or reduce such deliveries pursuant to Subsection 3.3 and Subsection 3.4 herein. UAMPS shall pay PacifiCorp for firm transmission service provided under this Section in accordance with Appendices C, D and E to this Agreement.

3.2. UAMPS may use PacifiCorp's Transmission System to deliver energy to its UAMPS Loads at the Points of Delivery from resources that have not been

designated as UAMPS Resources on a secondary network service basis comparable to that provided under the Tariff. Such power and energy shall be transmitted, on an as-available basis, at no additional charge. Notwithstanding the foregoing, deliveries to the Mona Point of Delivery may only be scheduled from Hunter II.

- 3.3. PacifiCorp shall make reasonable provision to supply continuous firm transmission service, but does not warrant or guarantee that such transmission service shall be free from interruption or reductions for reasons including, but not limited to:
- (a) Interruptions or reductions due to force majeure events pursuant to Section 20 herein;
 - (b) Interruptions or reductions due to action reasonably instituted by automatic or manual controls for the purpose of maintaining overall reliability and continuity of PacifiCorp's Transmission System or generation facilities; or
 - (c) Interruptions or reductions which, in the reasonable opinion of PacifiCorp, are necessary for the purposes of maintenance, repair, replacement, installation of equipment or inspection of PacifiCorp's Transmission System or generation facilities.

Except as provided in Section 25 herein, PacifiCorp shall not be liable to UAMPS for any direct or indirect damages (including any punitive, special, exemplary, treble, incidental, or consequential damages) resulting from any of the above interruptions or reductions. PacifiCorp shall provide UAMPS reasonable advance notice of any scheduled activities or conditions that will result in interruptions or reductions of transmission service. PacifiCorp shall use reasonable due diligence to expeditiously remove all causes of interruptions or reductions of transmission service which are under its control.

- 3.4. In the event of an interruption or reduction occurrence as described in Section 3.3 herein, interruptions or reductions shall be made consistent with the curtailment procedures and priorities set forth in the Tariff.

4. Low-Voltage Service to Western

In addition to transmission service provided to Western under the Western Transmission Agreement, PacifiCorp provides transmission service to Western under the Western Low Voltage Agreement. The Parties agree that, for each hour the Western Resource is scheduled, it will be assumed that the scheduled Western Resource, adjusted for transmission losses, was served first to the 138 kV or higher Points of Use defined in the Western Transmission Agreement. In the event the scheduled Western Resource exceeds the metered deliveries at 138 kV or higher, it will be assumed that the maximum single hourly amount which exceeds the load at 138 kV or higher for each monthly billing period, as adjusted for low-voltage losses, was served to the Points of Use defined in the Western Low-Voltage Agreement

5. Distribution Voltage Service

PacifiCorp shall deliver capacity and energy associated with UAMPS Resources from the Points of Receipt to UAMPS' Points of Delivery designated by UAMPS and interconnected with PacifiCorp's Transmission System at distribution voltages (voltages less than 46 kV). The Parties agree that UAMPS shall pay a monthly distribution charge for service at distribution voltage levels. This charge and the method for derivation of this charge are included as Appendix D. Should UAMPS upgrade a distribution voltage Point of Delivery to a voltage equal to or greater than 46kV, PacifiCorp, upon receipt of written notice of such change, shall, upon completion of any necessary upgrades, amend Appendix D to reflect the elimination of such distribution voltage Point of Delivery.

6. Transmission Loss Provisions

UAMPS is responsible for replacing or purchasing Real Power Losses incidental to all scheduled deliveries of power and energy hereunder from UAMPS Resources to UAMPS Load. Such transmission losses shall be calculated in accordance with Schedule 10 to the Tariff. Loss factors associated with distribution service shall be as set forth in Appendix D.

7. Ancillary Services

Ancillary Services provided under this Agreement shall be pursuant to this section and to the terms, conditions, and rates defined in Appendix E and the Tariff.

7.1. PacifiCorp shall provide, and UAMPS is required to purchase, the following Ancillary Services: (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation or Other Sources (less any credits available under the Tariff for reactive supply and voltage control from generation or other sources provided by UAMPS).

7.2. PacifiCorp shall offer to provide the following Ancillary Services associated with load served within PacifiCorp's Balancing Authority Area: (i) Regulation and Frequency Response, (ii) Generator Regulation and Frequency Response Service, (iii) Energy Imbalance, (iv) Operating Reserve – Spinning, (v) Operating Reserve – Supplemental, and (vi) Generator Imbalance. UAMPS is required to acquire these Ancillary Services, whether from PacifiCorp, from a third-party, or by self-supply.

7.3. Pursuant to Section 7.2, UAMPS must purchase Ancillary Services from PacifiCorp unless UAMPS demonstrates, in accordance with the Tariff and Business Practices, that it has acquired the Ancillary Services from a third party or by self supply.

7.4. Should UAMPS determine to self-supply Ancillary Services as specified by Section 7.2 of this Agreement, it shall do so in accordance with the Tariff and PacifiCorp Business Practices.

8. Hunter Variation Account

The Parties shall establish and maintain a variation account to accumulate the hourly differences between UAMP's Net Hunter Schedule and UAMPS' actual deliveries to the PacifiCorp Transmission System of the Hunter Resource. For the purpose of this Hunter Variation Account, UAMPS' actual deliveries to the PacifiCorp Transmission System from the Hunter Resource shall be equal to the sum of (1) UAMPS' ownership share of the actual

Hunter II generation less UAMPS' station service requirements with its ownership share of Hunter II and (2) any scheduled purchases by UAMPS from any entity with ownership rights in Hunter Generating Station generation and delivered to UAMPS at the Hunter Generating Station bus, less sales of Hunter Generating Station generation scheduled by UAMPS for delivery to any entity with ownership rights in Hunter Generating Station generation and less (or plus, as appropriate), any schedules from (or to) the Hunter Resource to PacifiCorp to clear balances in the Hunter Variation Account as provided in this Section. Such variances shall be separately accumulated during on-peak and off-peak periods in accordance with the Northwest Power Pool definitions for on-peak and off-peak periods. PacifiCorp shall account for transactions between entities having ownership rights in Hunter Generating Station generation from schedules provided by such entities and shall notify and provide an accounting summary to UAMPS after the end of each month as to the amounts of Hunter Variation Account energy in the on-peak and off-peak periods and indicating whether such energy is owed to PacifiCorp or to UAMPS. Such variation amounts shall be eliminated through Hunter Variation Account schedules. Such schedules shall eliminate on-peak variations through on-peak schedules and off-peak variations through off-peak schedules within ten days of PacifiCorp's notification unless otherwise mutually agreed.

9. Scheduling Provisions

UAMPS shall schedule all firm transmission service to be provided under Section 3 of this Agreement in accordance with PacifiCorp's Business Practices, prevailing scheduling practices within WECC, and the Tariff.

10. Study Procedures for Additional Service Requests

UAMPS may request that PacifiCorp provide firm transmission service to additional load or from additional resources under this Agreement. The Parties shall follow the system impact study and facilities study procedures set forth in Section 32 of the Tariff to determine whether additional UAMPS Resources, Point(s) of Receipt or Point(s) of

Delivery may be accommodated. UAMPS will promptly notify PacifiCorp of any changes to resources located on UAMPS's or its member's side of a discrete Point of Delivery. For future generator interconnections on UAMPS's or its member's side of a Point of Delivery, UAMPS will request and pay for system impact and facilities studies for generator interconnections greater than 5 MW such that PacifiCorp is aware of and can study the installation, understand any impacts that require mitigation, and implement any required upgrades, all in a manner consistent with Tariff interconnection requirements. Resource updates and capacity delivery levels will be defined through annual load and resource forecasts consistent with Tariff requirements.

11. System Planning

11.1. UAMPS shall provide PacifiCorp with an annual load and resource forecast in accordance with Part III of the Tariff. The load and resource forecast shall be used by PacifiCorp for the purpose of transmission planning only, and shall not be used for any billing purpose whatsoever, including without limitation for firm transmission service pursuant to Section 3 hereof.

11.2. PacifiCorp shall coordinate its transmission planning with UAMPS in accordance with Attachment K of the Tariff.

12. Unauthorized Use

If UAMPS uses transmission service on the PacifiCorp Transmission System from a UAMPS Resource or at a Point of Receipt or Point of Delivery not specified in Exhibits A or B hereof, as may be amended from time to time in accordance with Sections 1.19, 1.24 and 10, or in a manner not authorized by this Agreement, including applicable provisions of the Tariff, as applicable, or uses Ancillary Services in connection with such unauthorized transmission service or in a manner not authorized by this Agreement, including applicable provisions of the Tariff, as applicable, it shall pay for the transmission services and Ancillary Services so provided in accordance with the Tariff, including unauthorized use charges.

13. Meter and Communication Facilities

UAMPS shall own, install, operate, maintain, repair and replace the metering equipment and communications facilities located at each of the Points of Delivery, and at each resource that is Behind-the-Meter Generation, to monitor, control and carry out the obligations and duties required by this Agreement. Notwithstanding the foregoing, (1) metering and communications requirements for Behind-the-Meter Generation will apply only to thermal units and non-run of the river hydro units with nameplate capacity of 5 MW or greater existing on the effective date of this Agreement, and all future thermal units with a nameplate capacity that would require metering and telemetry under PacifiCorp's then current requirements for new generation interconnection; (2) any required new metering for existing thermal units shall be installed no later than the earlier of 90 days following approval of the settlement in Docket No. ER12-336 or October 1, 2012; (3) any required telemetry on existing thermal units for which such metering is required shall be installed no later than the earlier of two years from the date of approval of the settlement in Docket No. ER12-336 or October 1, 2014; (4) the communications requirement for telemetry is only for UAMPS or its members to install the necessary equipment to get data to PacifiCorp's nearest communications facility (such as the interconnection substations for those units), not for any communications upgrades that may be required on PacifiCorp's facilities to receive and process that data, and each party will bear its own costs for necessary communications equipment and upgrades; and (5) metering equipment and communication facilities at Points of Delivery governed by separate interconnection agreements shall be owned, installed, operated, maintained, repaired and replaced pursuant to such agreements. The Parties shall have the right to witness, and shall have the obligation to notify the other Party of any testing and/or calibration of owned metering equipment that affects interconnections and/or deliveries hereunder. Such metering equipment shall be accessible to both Parties. Each Party shall allow the other Party reasonable time in each hour in cooperation with third parties for access to such metering equipment for

interrogation. Meter inspections will be conducted by PacifiCorp in accordance with its procedures for inspecting other similar meters.

14. Underfrequency Relaying

UAMPS shall exercise its best efforts to assist and coordinate with PacifiCorp and UAMPS' members that are registered as Distribution Providers for the implementation and/or maintenance of an underfrequency relaying program which shall include installation of sufficient underfrequency relaying equipment to shed UAMPS' member loads in a manner consistent with applicable NERC reliability standards and applicable load shedding procedures.

15. Energy Imbalance Market

UAMPS agrees to abide by provisions of Attachment T of PacifiCorp's Tariff upon its approval by FERC, to the extent such Attachment T is not inconsistent with this Agreement.

16. Business Practices

UAMPS agrees to abide by provisions of any applicable posted Business Practice, to the extent such Business Practice is not inconsistent with this Agreement.

17. Billing and Payment

Billing statements for all services provided to UAMPS under this Agreement shall be provided via Electronic File Transfer Protocol per UAMPS instructions and within a reasonable period following the end of the month. UAMPS shall pay such amounts including any assessment of interest in accordance with Section 7 of the Tariff. Payment for all services provided hereunder shall be electronically wire transferred pursuant to the instructions on PacifiCorp's invoice.

18. Power Factor

UAMPS shall at all times effectively control and limit the flow of reactive power at the Points of Delivery to maintain a power factor of ninety-five percent (95%) or greater or, by mutual agreement of the Parties, of some lesser power factor; *provided, however,* that UAMPS shall not be required to maintain a power factor greater than PacifiCorp's power factor under comparable circumstances in the same planning area. Upon written request by UAMPS, PacifiCorp shall provide UAMPS with information relating to PacifiCorp's power factor in the area. UAMPS, at UAMPS' expense, shall install or have installed switched capacitors or other equipment as PacifiCorp may reasonably require to eliminate that portion of unscheduled reactive power flow which causes the power factor to fall below the limits established herein. PacifiCorp shall exercise reasonable judgment in minimizing the size of such capacitors or other equipment consistent with voltage control for PacifiCorp's other customers on PacifiCorp's Transmission System. Should UAMPS fail to take the corrective action requested by PacifiCorp within one (1) year after written notice from PacifiCorp, PacifiCorp may perform such services or supply and install such capacitors or other equipment as PacifiCorp deems necessary to provide the corrective action. UAMPS shall reimburse PacifiCorp for all amounts reasonably expended by PacifiCorp and all services contracted for or performed by PacifiCorp in taking the corrective action, including PacifiCorp's standard overhead costs. The total of these expenditures shall be paid by UAMPS within thirty (30) days of receipt by UAMPS of an itemized statement of those expenditures reasonably incurred by PacifiCorp, subject to the dispute procedures of Section 19 herein.

19. Disputes

Any dispute between the Parties involving transmission service under this Agreement shall be resolved in accordance with Section 12 of the Tariff.

20. Force Majeure

Neither Party to this Agreement shall be considered in default in performance of any obligation hereunder if and to the extent that failure of performance shall be due to force

majeure. The term “force majeure” means 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 curtailment, 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 an act of negligence or intentional wrongdoing. However, a Party shall not be relieved of liability for failure of performance if such failure is 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. Any Party rendered unable to fulfill any obligation by reason of force majeure shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a labor dispute against its will.

21. Assignment

Either Party may, without consent of the other Party, assign all or a portion of its rights or delegate all or a portion of its duties under this Agreement in connection with the sale or merger of a substantial portion of the Party's assets, or in connection with the establishment of a Regional Transmission Organization or similar organization that assumes operational control of the Party’s transmission facilities. In all other cases, neither Party shall assign its rights nor delegate their duties under this Agreement or any part of such rights or duties without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any such assignment or delegation made without such written consent will be of no effect.

22. Choice of Law

The Parties in their performance of their obligations hereunder shall conform to all applicable laws, rules and regulations and, to the extent their operations are subject to the jurisdiction of state or federal regulatory agencies, they shall be subject to the terms of valid and applicable orders of such agencies. This Agreement shall be construed in

accordance with the laws of the State of Utah unless preempted by the Federal Power Act or other federal law.

23. Waiver

Any waiver at any time by either Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default of such matters.

24. Partial Invalidity

It is the intention of the Parties that the terms and conditions of this Agreement and the performance of the obligations contained in this Agreement shall conform to all applicable laws, rules and regulations governing the subject matter of this Agreement. The Parties agree that in the event any of the terms or conditions of this Agreement are finally held or determined to be invalid, illegal or void, or as being in contravention of any applicable laws, rules, regulations or public policy, all other terms and conditions of this Agreement shall remain in full force and effect unless the terms or conditions so found to be invalid, illegal or void are not reasonably separable from the remaining terms and conditions of this Agreement. Further, the Parties agree that if and when any or all of the terms and conditions of this Agreement are finally held or determined to be invalid, illegal or void by either a court of competent jurisdiction or a regulatory agency, the Parties shall enter into negotiations concerning the terms and conditions affected by such decision for the purpose of achieving conformity with the requirements of any applicable law, rule or regulation and the intent of the Parties contained in this Agreement as originally executed.

25. Liability and Indemnification

25.1. Generally. Except as provided in this Section 25, each Party hereto hereby assumes all liability for injury or damage to persons or property arising from the intentional acts or gross neglect of its own employees, agents or contractors and shall indemnify and hold the other Party harmless from any liability arising therefrom.

Neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of the ordinary negligence of its own employees, agents or contractors and shall indemnify and hold the other Party harmless from any liability arising therefrom.

25.2 Electrical Disturbance. Notwithstanding Section 25.1, or any other provision of this Agreement, neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of the electrical disturbance on either Party's electric system, whether or not such electric disturbance resulted from a Party's negligent, grossly negligent or wrongful act or omission, excepting only gross action knowingly or intentionally taken, or failed to be taken, with intent that injury or damage result therefrom, or which action is wantonly reckless. Each Party releases the other Party from, and shall indemnify the other Party for, any such liability.

25.3. As used in this Section, (1) the term "Party" means, in addition to such Party itself, its directors, officers and employees; (2) the term "damage" means all damage, including consequential damage and (3) the term "person" means any person, including those not connected with either Party to this Agreement.

26. Remedies Not Exclusive

The specification of a remedy in any section or paragraph of this Agreement for failure of a Party to meet any of its obligations shall not be deemed to affect or limit the right of any Party to seek any such other legal, equitable or administrative remedies as may be available for such failure.

27. Insurance

Until all obligations under or incident to this Agreement are satisfied, the Parties' shall provide and maintain all insurance required by law, and all insurance which prudent

business judgment dictates is necessary to cover the risks and obligations of the Parties. The insurance shall be in such forms and in such amounts as prudent business judgment deems appropriate, and shall be provided and maintained at each Party's sole expense. The Parties' indemnification obligation pursuant to Section 25 and other obligations to each other or others under or incident to this Agreement shall not be limited in any way by the amount or type of insurance the Party chooses to provide or maintain.

28. Notices

28.1. All notices, demands or requests provided for in this Agreement shall be in writing and shall be deemed to have been properly served, given or made if delivered in person or when sent by registered or certified mail, postage prepaid and return receipt requested, to the Parties at their respective addresses.

28.2. Notices, demands or requests concerning this Agreement shall be delivered or addressed to the addresses as follows:

(a) To UAMPS:
Chief Operations Officer
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
155 North 400 West, Suite 480
Salt Lake City, Utah 84103

(b) To PacifiCorp:
PacifiCorp Transmission Systems
Director, Transmission Services
825 N.E. Multnomah, Suite 1600
Portland, Oregon 97232

28.3. Either Party may change the address or the person to whom such notices, demands or requests shall be sent by furnishing to the other Party, at that Party's then current address for notices, demands or requests, written notice of such change.

29. Regulatory Authority and Rate Changes

- 29.1. The terms and conditions of this Agreement are subject to the terms of valid and applicable orders of such state and federal regulatory agencies having authority over this Agreement.
- 29.2. PacifiCorp may make a unilateral filing with FERC to modify this Agreement with respect to any terms and conditions, charges, classifications of service, rule or regulation under Section 205 of the Federal Power Act or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that UAMPS shall have the right to protest any such filing by PacifiCorp and to participate fully in any proceeding before FERC in which such modifications may be considered.
- 29.3. Execution of this Agreement by UAMPS shall not constitute a waiver in any sense whatsoever of UAMPS' right to exercise its rights under the Federal Power Act in respect to this Agreement.

30. System Ownership

- 30.1. The electrical system of UAMPS shall at all times be and remain in UAMPS' exclusive possession and control, and nothing in this Agreement shall grant, or be construed to grant to PacifiCorp, any rights of ownership in or possession of UAMPS' electrical system.
- 30.2. The electrical system of PacifiCorp shall at all times be and remain in PacifiCorp's exclusive possession and control, and nothing in this Agreement shall grant, or be construed to grant to UAMPS, any rights of ownership in or possession of PacifiCorp's electrical system.

31. Existing Agreements

This Agreement supersedes prior transmission service and operating agreements between UAMPS and PacifiCorp. Notwithstanding the foregoing, nothing herein is intended to alter, suspend or supersede the rights or the duties of the Parties under the Mona

Interconnection Agreement dated April 27, 1989, or the non-transmission terms of the Ownership & Management Agreement dated October 24, 1980 related to Hunter II.

32. Effect of Section Heading.

Section headings appearing in this Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of the text of this Agreement.

33. Changes in and Appendices to this Agreement

33.1. Except as provided for in Section 29 of this Agreement, this Agreement may not be modified or amended by either Party except by subsequent mutual agreement of the Parties and by written instrument duly executed by the Parties.

33.2. This Agreement includes the following Appendices, all of which are attached hereto and incorporated by reference:

Appendix A - UAMPS Points of Delivery

Appendix B - UAMPS Resources

Appendix C – Charges for Transmission Service

Appendix D - Charge and Derivation of the UAMPS Distribution Voltage
Delivery Charge

Appendix E – Charges for Ancillary Services

Appendix F – Excluded Behind-the-Meter Generation

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be executed by their duly authorized representatives as of the date hereinabove set forth.

PACIFICORP

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By: Rick Vail Digitally signed by Rick Vail
Date: 2020.08.25 13:23:39
-07'00'

By: 

Name: Rick Vail

Name: Marshall Empey

Title: VP, PacifiCorp Transmission

Title: Chief Operations Officer

Date: August 25, 2020

Date: August 25, 2020

APPENDIX A
UAMPS POINTS OF DELIVERY

The following are Points of Delivery on the transmission system of PacifiCorp.

<u>Name</u>	<u>On-System Point of Delivery</u>	<u>Delivery Voltage</u>	<u>Meter or Schedule</u>
UAMPS	Mona Switchyard ¹	345 kV	Schedule
UAMPS	Hunter Station ²	345 kV	Calculated
Beaver ³	Beaver City Substation	46 kV	Meter
Beaver	Upper Beaver Hydro Station Service	46 kV	Meter
Blanding ³	Blanding Tap Line #1	69 kV	Meter
Blanding ³	Blanding Tap Line #2	69 kV	Meter
Bountiful City ³	Bountiful Substation #1 ⁴	138 kV	Meter
Bountiful City ³	Bountiful Substation #2 ⁴	138 kV	Meter
Bountiful City ³	Pine View Hydro Station Service	46 kV	Meter
Brigham City ³	Brigham Substation	138 kV	Meter
Enterprise ³	Escalante Valley Tap Line ⁵	138 kV	Meter
Ephraim ³	Ephraim City Tap Line	46 kV	Meter
Fairview ³	Fairview Substation	46 kV	Meter
Fillmore ³	Fillmore City Tap Line	46 kV	Meter
Heber L&P ³	Heber L&P Tap Line	46 kV	Meter
Hurricane ³ Santa Clara St. George Washington City	St. George Substation #1 ⁶	138 kV	Meter

Hurricane ³	Purgatory Flat Substation ¹⁶		
Santa Clara		69 kV	Meter
St. George		69 kV	Meter
Washington City		69 kV	Meter
Holden ³	Holden Substation ⁷	7.2 kV	Meter
Hyrum ³	Hyrum City Tap Line	46 kV	Meter
Idaho Falls	Sugar Mill #1 ⁸	46 kV	Meter
Idaho Falls	Sugar Mill #2 ⁸	46 kV	Meter
Idaho Falls	Sugar Mill West ⁸	161 kV	Meter
Idaho Falls	West Side Substation ⁸	161 kV	Meter
Kanosh ³	Flowell Tap Line ⁹	46 kV	Meter
Kaysville ³	Burton Lane Tap	138 kV	Meter
Kaysville ³	Kaywest Switchstation ¹⁰	46 kV	Meter
Kaysville ³	Schick Lane	138 kV	Meter
Lehi ³	Lehi Glen Carter	138 kV	Meter
Lehi ³	Lehi Tap #5 (Bull River)	138 kV	Meter
Lehi ^{3,11}	Lehi Tap #6 (Ashton)	138 kV	Meter
Lehi ^{3,11}	Lehi Tap #7 (Traverse Mtn)	138 kV	Meter
Lehi	Lehi Tap #8 (Littlefield)	138 kV	Meter
Lehi ³	Lehi Spring Creek	138 kV	Meter
Lehi ³	Lehi Westside	138 kV	Meter
Logan ³	Logan City Substation ¹²	138 kV	Meter
Logan ³	Logan West Logan	138 kV	Meter
Meadow ³	Flowell Tap Line ⁹	46 kV	Meter
Monroe ³	Monroe City Sub	46 kV	Meter
Morgan ³	Morgan #1 Island Road Substation	46 kV	Meter
Morgan ³	Morgan #2 Tap Line	46 kV	Meter
Morgan ³	Morgan #3 Tap Line	46 kV	Meter
Mt. Pleasant ³	Mt. Pleasant Substation	46 kV	Meter
Murray ³	Riding Receiving Substation ¹³	138 kV	Meter

Oak City ³	Oak City Tap Line	46 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	SUVPS #1 ¹⁴	138 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	SUVPS #2 ¹⁴	138 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	SUVPS #3 ¹⁴	138 kV	Meter
Payson ³ Springville Southern Utah Valley Power Systems	Dry Creek ¹⁴	138 kV	Meter
Paragonah ³	Burton Sub Feeder ⁷	12.47 kV	Meter
Parowan ³	Parowan Switchrack ⁹	34.5 kV	Meter
Parowan #2	Quest Load	12.47 kV	Meter
Parowan #3	Travel America	12.47 kV	Meter
Parowan #4	Truck Stop	12.47 kV	Meter
Parowan #5	Truck Bay	12.47 kV	Meter
Price City ³	Helper City Bus	46 kV	Meter
Spring City ³	Pine Creek Substation ⁷	12.47 kV	Meter
St. George City	Ledges Substation	34.5 kV	Meter
Veyo SS	Veyo Station Service	34.5 kV	Meter

Weber Basin ³	Weber Basin Pumps ¹⁸	Various	Meter
Weber Basin ³	Causey Hydro Station Service	12.47 kV	Meter

OFF-SYSTEM POINTS OF DELIVERY

<u>Member Name</u>	<u>Off-System Points of Delivery</u>	<u>Delivery Voltage</u>	<u>Meter or Schedule</u>
Lower Valley Electric ¹⁷	Cattle Creek Substation	115 kV	Schedule

EMERGENCY ONLY ON-SYSTEM POINTS OF DELIVERY

<u>Member Name</u>	<u>On-System Point of Delivery</u>	<u>Delivery Voltage</u>	<u>Meter or Schedule</u>
Hurricane ³	Hurricane	69 kV	Meter
Logan ³	North Logan Substation	46 kV	Meter
Santa Clara ³	Santa Clara (Ivins Tap) ⁷	69 kV	Meter

1. UAMPS' schedules for delivery at Mona 345 kV substation are for interchange schedules from Hunter II out of the PACE Balancing Authority Area. UAMPS may from time to time designate an alternate interchange point as a Point of Delivery for interchange schedules from Hunter II on an as available basis with network secondary priority at no additional charge.
2. UAMPS' calculated share of Hunter station service only occurs when Hunter II is off-line.
3. Loads also served under Western Transmission Agreements.
4. Bountiful City load is calculated from metered amounts flowing to UAMPS (M77270 CH 1, M78035 CH 1) less Weber Basin load (East Bountiful, South Davis, Orchard Drive and Val Verda) served through Bountiful Substation (M78265 CH 1, M78266 CH 1, M78683 CH 1, M77499 CH 1). Bountiful low voltage system loss adjustment to Weber Basin load is 3.0%, pursuant to contract number 14-06-400-3976 between Rocky Mountain Power and United States Bureau of Reclamation.
5. Per agreement between Dixie-Escalante and Enterprise, Dixie-Escalante system loss adjustment to Enterprise load is 9.0%.
6. The Central meters were replaced for billing purposes by the River M77684, Skyline M77685, and Skyline 2 M77686 in the St. George Substation with the implementation of joint operations under the Joint Operating Agreement between PacifiCorp and UAMPS dated 02/18/2005.
7. PacifiCorp owned distribution substation.
8. Various loads and generation in Idaho Falls as specified in the Bonneville-PacifiCorp Network Integration Transmission Service Agreement, SA 747. Schedules of resources under the BPA NITSA are applied to Idaho Falls load first with any remaining resource needs being provided by UAMPS under this ARTSOA.
9. Per agreement between Kanosh Meadow and Flowell REA, Kanosh and Meadow are served at the Flowell REA Substation.
10. Some retail load of PacifiCorp and Kaysville receives power at the Kaywest Switchstation. The Kaysville delivery is equal to the total Kaywest Switchstation metered amount, less the PacifiCorp retail loads as adjusted for losses as

provided from PacifiCorp retail meters and as calculated through the formula used to determine the street light load (which is based on load profile of each particular lighting instrument). The Kaysville low voltage system loss adjustment to PacifiCorp retail load is 13.2%.

11. Lehi Tap #6 (Ashton) and Lehi #7 (Traverse Mountain) are two metered Transformer loads (Transformer #1, Ashton, is Meter 77623, Transformer #2, Traverse Mtn, is Meter 77784).
12. Some retail load of PacifiCorp and Logan receives power at the Logan City Substation. The Logan delivery is equal to the total Logan City Substation metered amount, less the PacifiCorp retail loads as adjusted for losses and as provided from PacifiCorp retail meters. Logan low voltage system loss adjustment to PacifiCorp retail load is 9.7%. In addition, Utah State University's allocation of CRSP power from Western are delivered to the Logan City substation through an agreement between Logan and Utah State University.
13. The Riding Receiving Substation bus is metered on the north side and on the south side. Both meters are bi-directional. Both meters and their four "-out" values will be used to calculate the Murray load.
14. The SUVPS system at Spanish Fork Substation and Dry Creek Substation are also Points of Receipt for the Nebo Resource as shown in Appendix B and Points of Delivery for members of Utah Municipal Power Agency ("UMPA"). Payson City, Springville City and South Utah Valley ESD are served from Spanish Fork Substation, (meters (M78235 CH 1, M78236 CH 1, M78471 CH 1), and from Dry Creek Substation, (meters M77546 CH 1, M77547 CH 1). UAMPS Spanish Fork/Dry Creek load is total metered load at Spanish Fork and Dry Creek less the metered UMPA load (adjusted for losses) served through Spanish Fork Substation and Dry Creek Substation. The SUVPS/UAMPS low voltage system loss adjustment to UMPA load is 0.5% for transformation losses applicable to all Spanish Fork/Dry Creek deliveries to UMPA and transmission losses of 1.205% are applicable to deliveries to UMPA at the Whitehead (M77904), Canyon Road(M77900), Spanish Fork 3 (M77908), Woodhouse(M77549), Evergreen (M77551), Salem (M77896), and Arrowhead (M77555) metering points. UAMPS load is equal to the sum of the Spanish Fork/Dry Creek substation meters less the UMPA load at the Canyon Road, Whitehead, Spanish Fork 3, Woodhouse, Evergreen, Salem and Arrowhead meter data. Metered data is adjusted for transformation and transmission losses.
15. Causey Hydro Station Service is delivered at PacifiCorp's 46/12.47 kV Eden Substation.
16. Purgatory Substation has three POD's for UAMPS. (1) Purgatory – Millcreek, (2) Purgatory – Anticline, and (3) Purgatory – Brentwood. The three POD's are metered at the UAMPS metering points pursuant to a separate Transmission Interconnection Agreement dated June 21, 2019 and accepted by FERC in Docket No. ER19-2227, as may be revised from time to time.
17. Per the Memorandum of Agreement between UAMPS, Lower Valley & BPA dated September 3, 2019, UAMPS will schedule 0-4 MWs to Lower Valley Electric from the UAMPS-owned Horse Butte Wind resource utilizing the Bonneville Power Administration transmission system. The amounts scheduled to Lower Valley from UAMPS shall be included in the UAMPS Monthly Coincident Peak Demand calculation.
18. Various loads and generation in Weber, Davis and Summit counties as specified in the USBR-PacifiCorp Water Exchange and Transfer Contract 14-06-400-3976.

APPENDIX B

UAMPS RESOURCES

The UAMPS Resources and associated Point(s) of Receipt are as follows:

- A. Causey Resource
- UAMPS' entitlement to the net power and energy output from Weber Basin's 1.9 megawatt Causey Hydroelectric Plant delivered to PacifiCorp's Eden 46/12.47 kV substation distribution feeder. The Causey Resource currently has a summer rating of 2 MW and a winter rating of 1 MW.
- B. Four Corners Resource
- UAMPS' entitlement to the net power and energy output from the San Juan Generation Station (ownership rights) delivered to PacifiCorp at the Four Corners 345 kV switchyard.¹
- C. Horse Butte Wind Resource
- UAMPS' entitlement to the net power and energy output from the Horse Butte Wind Resource interconnected to the BPA Palisades – Goshen 115 kV transmission line and subsequently delivered to the PacifiCorp Transmission System at the Goshen

¹ As of the date of this Agreement, the San Juan entitlement is 37 MW, plus additional 50 MW (for a total of 87 MW)

Substation at 161 kV. The Horse Butte Wind Resource has a summer rating of 57.6 MW and a winter rating of 57.6 MW.

D. Hunter Resource

UAMPS' entitlement to the net power and energy output from the Hunter Generation Station (ownership rights and contractual purchase rights) delivered to PacifiCorp at the Hunter 345 kV Switchyard.

E. Idaho Resource

UAMPS' entitlement to the Gem State hydroelectric Facility Output that is purchased by UAMPS from the City of Idaho Falls.

F. Mona Resources

Various Power Purchases as summarized in footnote.²

G. Nebo Resource³

UAMPS' entitlement to the net power and energy output from the

² Firm power purchases delivered at Mona: Shell contracts, Deseret contracts (St George), Intermountain Power Agency (253 MW), Constellation contracts and Morgan Stanley Contracts. Additional firm purchases using Deseret and Western Area Power Administration transmission contracts (54 MW). It is anticipated that to the extent any contracts above do not extend through Summer Season 2021, they will be replaced with other firm resource purchase contracts in accordance with Tariff procedures.

³ The Nebo power plant is located in Payson, Utah. The Nebo Resource is a 140 MW generating facility interconnected with the 46 kV system of Southern Utah Valley Power Systems ("SUVPS") as well as a 138 kV system of UAMPS. SUVPS' 46 kV system interconnects with PacifiCorp's 138 kV transmission systems at Spanish Fork and Dry Creek substations and UAMPS' 138 kV system interconnects with SUVPS at the Dry Creek substation which is interconnected with the PacifiCorp 138 kV transmission system.

Nebo Generation Station delivered to the 46 kV and/or 138 kV system of UAMPS (and subsequently to PacifiCorp at the Spanish Fork and Dry Creek Substations). The Nebo Resource has a summer rating of 139 MW and a winter rating of 158 MW.

H. Nevada Resource

UAMPS' entitlement to the power and energy delivered to PacifiCorp at the boundary between the states of Utah and Nevada where Nevada Power Company's and PacifiCorp's 345 kV transmission line interconnect. Transmission from this resource is available to UAMPS on an "as available" basis only as determined by PacifiCorp. There is currently a zero (0) MW summer and winter rating assigned to the Nevada Resource.

I. Pine View Resource

UAMPS' entitlement to the net power and energy output from City of Bountiful's 1.8 MW Pine View Hydroelectric plant delivered to PacifiCorp at the Pine View 46 kV substation. There is currently a 1.8

MW summer and 0.6 MW winter rating assigned to the Pine View Resource.

J. Pleasant Valley Wind Generation Station⁴

UAMPS' entitlement to the net power and energy output from the Pleasant Valley Wind Generation Station (Contractual purchase Rights) delivered to PacifiCorp at the Long Hollow 138 kV Substation. The Pleasant Valley Resource has a summer rating of 125 MW and a winter rating of 125 MW.

K. Richmond Hydro

UAMPS' entitlement to the net power and energy output from the

⁴ The Pleasant Valley Resource is a 144 MW wind generating facility interconnection with PacifiCorp's 138 kV transmission system at Long Hollow Substation in Wyoming. Avangrid Renewables, LLC ("Avangrid") markets the output and (effective December 1, 2005) has assigned the first 125 MW of the output to UAMPS. Due to transmission constraints applicable to deliveries of the Pleasant Valley Resource to UAMPS' loads in Utah, transmission service from the Pleasant Valley Resource to UAMPS' Points of Delivery is contingent upon a remedial action scheme ("RAS") which, when activated, may result in generator tripping of the entire Pleasant Valley Wind Project. This RAS is needed due to limitations to PacifiCorp's Naughton-West transmission path and arming and activation shall be at the sole discretion of PacifiCorp's transmission system operation personnel. Any required replacement power during a RAS initiated curtailment shall be the sole responsibility of UAMPS. UAMPS' Scheduled energy deliveries from the Pleasant Valley Resource will, upon such generator tripping action will be immediately adjusted to zero. Avangrid is responsible for providing operating reserves for the Pleasant Valley Resource pursuant to a Transmission Service Agreement ("Service Agreement No. 314") between PacifiCorp and Avangrid. RAS and Operating Reserves are provided for in Service Agreement No. 314. Continued transmission service from the Pleasant Valley Resource will be contingent upon the continuation by Avangrid of the RAS and Operating Reserves provisions of Service Agreement No. 314. Avangrid shall be responsible for settlement of all generator imbalance under the Energy Imbalance Market (EIM) pursuant to the letter agreement between UAMPS and Avangrid dated September 18, 2014.

Richmond Irrigation District Generator delivered to the PacifiCorp transmission system at the Circuit RMD 12 out of the Richmond Substation. The Richmond Irrigation District Generator has a summer rating of 360 kW and a winter rating of 120 kW.

L. Salt Lake Energy Resource

UAMPS' entitlement to the net power and energy output from Murray City Power's entitlement to the net power and energy output from the Salt Lake Energy Systems Landfill Gasification plant delivered to PacifiCorp's Terminal Substation 12.47 kV distribution feeder. Salt Lake Energy Systems plant has a summer rating of 3.2 MW and a winter rating of 3.2 MW.

M. Trans-Jordan Cities Resource

UAMPS' entitlement to the net power and energy output from the Trans-Jordan Cities Landfill Gas Generator delivered to the 46 kV tap on Oquirrh-Lark 46 kV transmission line. The Trans-

Jordan Cities Resource has a capacity rating of 4.8 MW.

N. Upper Beaver Resource

UAMPS' entitlement to the net power and energy output from the Upper Beaver Hydro Generator delivered to the 46 kV tap on Elk Meadows to Cameron transmission line. The Upper Beaver Resource has a summer rating of 2.52 MW and a winter rating of 2.52 MW.

O. Veyo Resource

UAMPS' entitlement to the net power and energy output from the Veyo Waste Heat Generator delivered to the 34.5 kV tap on the PacifiCorp transmission line that serves the Kern River Gas Pipeline Veyo Compressor Station. The Veyo Waste Heat Generator is a nominal 7.5 MW (9.375 MVA) generator.

P. Western Resource

UAMPS' entitlement to the power and energy purchased from Western Area Power Administration and delivered to PacifiCorp at the Points of Use as

described under the Western
Transmission Service Agreement
RS 262.

APPENDIX C

CHARGE FOR FIRM TRANSMISSION SERVICE

The monthly rate for firm transmission service provided under this Agreement is the network integration transmission service rate under the Tariff and is applied to UAMPS Monthly Coincident Peak Demand.

APPENDIX D

CHARGE AND DERIVATION

OF THE

UAMPS DISTRIBUTION VOLTAGE DELIVERY CHARGE

The following are low voltage Points of Delivery or Points of Receipt (less than 46 kV) where UAMPS may deliver or receive power and energy to or for the benefit of its Members at points on the distribution system of PacifiCorp. Charges shall be calculated on the basis of usage at the time of UAMPS Monthly Coincident Peak Demand.

Member Name	On-System Point of Delivery	Delivery Voltage	Meter or Schedule	Nearest PacifiCorp High Voltage Substation
Holden	Holden	7.2 kV	Meter	Pavant 46 kV
Paragonah	Burton Sub Feeder	12.47 kV	Meter	Parowan Valley 138 kV
Parowan	Parowan	34.5 kV	Meter	Parowan Valley 138 kV
Richmond Irrigation	Richmond Sub	12.47 kV	Meter	Richmond 46 kV
Spring City	Pine Creek	12.47 kV	Meter	Pine Creek 46 kV
St. George City	Ledges	34.5 kV	Meter	Middleton 138 kV
Weber Basin	Causey	12.47 kV	Meter	Eden 46 kV
Salt Lake Landfill	“Landfill”	12.47 kV	Meter	Terminal 46 kV
Veyo SS	Station Service	34.5 kV	Meter	Middleton 138 kV

Distribution Voltage Delivery Charge:

Monthly Distribution Voltage Delivery Charge equals Monthly Transmission System Peak kW meter read for each POD multiplied (x) loss factor of 1.0356 multiplied (x) by distribution voltage delivery charge of \$0.75. The level of this charge may be adjusted from time to time pursuant to Section 29 of this Agreement.

APPENDIX E
CHARGES FOR ANCILLARY SERVICES

Ancillary Services to support loads served off PacifiCorp's Transmission System and associated charges as provided under the terms of this Agreement and in accordance with the Tariff are as follows:

Ancillary Services Charges:

The Following Ancillary Services are applicable:

a) Scheduling, System Control and Dispatch Service:

The rate, terms and conditions for Scheduling, System Control and Dispatch Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 1 of the Tariff, as such rates, terms and conditions may be modified from time to time, provided however, that the rate shall be applied to UAMPS Monthly Coincident Peak Demand.

b) Reactive Supply and Voltage Control from Generation or Other Sources Service:

The rates, terms and conditions for Reactive Supply and Voltage Control from Generation or Other Sources Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 2 of the Tariff, as such rates, terms and conditions may be modified from time to time, provided however, that the rate shall be applied to UAMPS Monthly Coincident Peak Demand less any credits for Reactive Supply and Voltage Control from Generation or Other Sources Service provided by UAMPS. Credits for Schedule 2 shall be applied for the Hunter II Resource and/or Nebo Resource to the extent (and only to the extent) generation from those resources is being applied to serve load under this Agreement. Other than generation from the Hunter II Resource, which will be measured based on scheduled generation, all other generator output will be measured based on actual generation. Additional generators may be eligible for Schedule 2 credits to the extent each such generator meets the following eligibility criteria in PacifiCorp Business Practice #63 –

Transmission Customer Provision of Reactive Supply and Voltage Control from Generation or Other Sources Service, once effective:

- 1) The generator has an exciter.
- 2) The generator is capable of responding automatically to voltage and/or reactive control settings and to manual directives from a PacifiCorp Control Area operator, as described in the Tariff, when called upon to supply reactive support (generate and absorb reactive energy) to PacifiCorp's Transmission System. Automatic response must be immediate and manual response must occur within 5 minutes of notice. Generators which fail to respond as directed will be disqualified until such time as the Control Area operator can be assured the unit can be relied upon.
- 3) The generator is interconnected to PacifiCorp's Transmission System or connected to a PacifiCorp transmission customer-owned transmission system within PacifiCorp's Balancing Authority Area.

Any generators jointly owned by PacifiCorp and UAMPS that are subject to Schedule 2 charges and for which PacifiCorp's costs are included in the calculation of Reactive Service rates, shall be deemed qualified .

The total Reactive Supply and Voltage Control from Generation or Other Sources Service obligation for UAMPS with its eligible generation that supplies such service for its transactions shall be equal to the total amount of load served within the Balancing Authority Area and/or generation exported from the Balancing Authority Area under this Agreement. The billing determinants for Reactive Supply and Voltage Control from Generation or Other Sources Service shall be determined by:

- (1) For the hour of the transmission system peak each month, subtracting from UAMPS' full requirement the total amount supplied by qualifying generator(s) during that hour each month;
- (2) charging UAMPS the Schedule 2 rate multiplied by the difference, in MWs, calculated in item (1) to the extent UAMPS supplied less than its full requirement during the coincident peak hour.

c) Regulation and Frequency Response Service:

The rates, terms and conditions for Regulation and Frequency Response Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 3 of the Tariff, as such rates, terms and conditions may be modified from time to time, provided however, that the rate shall be applied to UAMPS Monthly Coincident Peak Demand less any amount self-supplied.

d) Generation Regulation and Frequency Response:

The rates, terms and conditions for Generation Regulation and Frequency Response under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 3A of the Tariff, as such rates, terms and conditions may be modified from time to time, less any amount self-supplied.

e) Energy Imbalance Service:

For those Points of Delivery for which PacifiCorp receives real-time load data and where communications capability is available, PacifiCorp will make such data available to UAMPS.

Effective July 1, 2013, and thereafter, the rates, terms and conditions for Energy Imbalance Service under this Agreement shall be the rates, terms and conditions of Section 3 and Schedule 4 of the Tariff, as such rates, terms and conditions may be modified from time to time.

From June 1, 2012 through June 30, 2013, Energy Imbalance Service shall be as follows:

- (i) The Parties shall establish and maintain an Energy Imbalance Account to record the hourly differences between (1) UAMPS' actual deliveries of its resources at those Points of Receipt set forth in Appendix B, including any

metered deliveries from UAMPS' non-dispatchable resources, and (2) UAMPS' metered loads plus schedules to other entities at those Points of Delivery set forth in Appendix A, plus applicable losses. For purposes of determining energy imbalances, "actual deliveries" as used in the foregoing sentence, when referencing the Hunter Resource, shall mean the Net Hunter Schedule as defined in Section 1.16; and "schedules to other entities" as used in the foregoing sentence shall not include schedules of UAMPS' Hunter Resource to the Hunter Generating Station bus.

- (ii) At the end of each month, the parties shall settle all amounts in the Energy Imbalance Account through a financial settlement. PacifiCorp shall calculate for each hour of the previous month the Hourly Market Price, which shall equal the simple average of the Non-Firm price indices as determined by Dow Jones and published in the Wall Street Journal for delivered energy at Four Corners ("4C"), Palo Verde, and Mead/Marketplace for, or applicable to, each hour. In the event that any of these price indices are unavailable, the average of the other available prices shall be utilized. In the event that two or more of these price indices are unavailable, the Parties shall agree on an alternate, independently derived, market based price representative of energy prices in Utah for any such hour, and, pending such agreement, charges and compensation shall be based on PacifiCorp's incremental or decremental fuel cost, as the case may be. For each month, PacifiCorp shall provide to UAMPS the data that it uses or otherwise relies upon to calculate the applicable Hourly Market Prices and its incremental and decremental fuel costs. All Energy Imbalance Account amounts within plus or minus five percent ($\pm 5\%$) of the actual amount of metered load plus applicable losses shall be settled at one hundred percent (100%) of the Hourly Market Price. Outside of this band, Energy Imbalance Account amounts will be settled at one hundred

five percent (105%) of the Hourly Market Price for amounts owed to PacifiCorp and ninety-five percent (95%) of the Hourly Market Price for amounts owed UAMPS. Such settlement shall be included in the billing statement pursuant to Section 17 herein.

(iii) The Parties shall mutually agree on a method of handling energy imbalances caused by system disturbances at the time of such disturbance, and such amounts shall not be included in the Energy Imbalance Account. In the event that PacifiCorp fails to promptly notify UAMPS of an unusual operating condition on PacifiCorp's system that affects UAMPS' schedules or deliveries, including but not limited to an outage or disturbance at Hunter or on PacifiCorp's transmission system, UAMPS will be held harmless from any resulting imbalances.

During the period June 1, 2012, through June 30, 2013, UAMPS will not be eligible for imbalance penalty refunds in accordance with the terms of the Tariff.

f) Operating Reserve – Spinning Reserve Service:

The rates, terms and conditions for Operating Reserve – Spinning Reserve Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 5 of the Tariff, as such rates, terms and conditions may be modified from time to time, less any amount self-supplied.

g) Operating Reserve – Supplemental Reserve Service:

The rates, terms and conditions for Operating Reserve – Supplemental Reserve Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 6 of the Tariff, as such rates, terms and conditions may be modified from time to time, less any amount self-supplied.

h) Generator Imbalance Service

The rates, terms and conditions for Generator Imbalance Service under this Agreement shall be the rates, terms and conditions of Section 3 of the Tariff and Schedule 9 of the Tariff, as such rates, terms and conditions may be modified from time to time, *provided however, that* this Service will not be applicable to Hunter II generation owned by UAMPS, which shall be governed by the Hunter Variation Account and that this service will not be applicable to Pleasant Valley Wind Generation, which shall be governed by the September 18, 2014 letter agreement between the UAMPS and Avangrid Renewables, LLC stating Generator Imbalance Service will be handled by Avangrid Renewables, LLC.

APPENDIX F

EXCLUDED BEHIND-THE-METER GENERATION

Name	Location	Nameplate MW Capacity	Type
Run of the River Hydro Generators			
Beaver Lower Hydro 1	City of Beaver	0.275	HY
Beaver Mid. Hydro 2	City of Beaver	0.625	HY
Beaver Upper Hydro 3	City of Beaver	0.700	HY
Echo Dam	Echo Reservoir	1.750	HY
Echo Dam	Echo Reservoir	1.750	HY
Echo Dam	Echo Reservoir	1.000	HY
Hydro Plant No 1	City of Ephraim	0.200	HY
Hydro Plant No 2	City of Ephraim	0.765	HY
Hydro Plant No 3	City of Ephraim	2.125	HY
Hydro Plant No 4	City of Ephraim	0.120	HY
Lake Creek	City of Heber	1.500	HY
Snake Creek	City of Heber	0.800	HY
Jordanelle	City of Heber	6.000	HY
Jordanelle	City of Heber	6.000	HY
Hyrum	City of Hyrum	0.400	HY
Hydro II	City of Logan	3.300	HY
Hydro II	City of Logan	3.300	HY
Hydro III	City of Logan	0.680	HY
Hydro III	City of Logan	0.680	HY
Hydro III	City of Logan	0.120	HY
Lower	City of Monroe	0.260	HY
Upper	City of Monroe	0.260	HY
Lower-Unit	City of Mt. Pleasant	0.150	HY
Unit	City of Mt. Pleasant	0.225	HY
Unit	City of Mt. Pleasant	1.250	HY
Upper-Unit	City of Mt. Pleasant	0.175	HY
Little Cottonwood	City of Murray	2.450	HY

Little Cottonwood	City of Murray	2.450	HY
Red Creek	City of Parowan	0.500	HY
Spring City Hydro	City of Spring City	0.300	HY
Bartholomew	City of Springville	1.000	HY
Hobble Creek	City of Springville	0.300	HY
Spring Creek	City of Springville	0.500	HY
Upper Bartholomew	City of Springville	0.200	HY
Payson	Strawberry Water Users	0.400	HY
Spanish Fork	Strawberry Water Users	1.750	HY
Spanish Fork	Strawberry Water Users	1.750	HY
Spanish Fork	Strawberry Water Users	0.250	HY
Gem State	City of Idaho Falls	26.000	HY

Thermal Generators

Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.650	IC
Heber City	City of Heber	0.750	IC
Heber City	City of Heber	1.600	IC
Hurricane	City of Hurricane	1.640	IC
Hurricane	City of Hurricane	1.640	IC
Hurricane	City of Hurricane	1.640	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Hurricane	City of Hurricane	1.950	IC
Payson	City of Payson	2.650	IC
Payson	City of Payson	2.650	IC
Payson	City of Payson	2.000	IC
Payson	City of Payson	2.000	IC
Santa Clara	City of Santa Clara	1.950	IC
Santa Clara	City of Santa Clara	1.950	IC

Interest Calculation

FERC Interest Rates						Days in Year
Q1 2013	3.25%	90	01/01/13	03/31/13	365	
Q2 2013	3.25%	91	04/01/13	06/30/13	365	
Q3 2013	3.25%	92	07/01/13	09/30/13	365	
Q4 2013	3.25%	92	10/01/13	12/31/13	365	
Q1 2014	3.25%	90	01/01/14	03/31/14	365	
Q2 2014	3.25%	91	04/01/14	06/30/14	365	
Q3 2014	3.25%	92	07/01/14	09/30/14	365	
Q4 2014	3.25%	92	10/01/14	12/31/14	365	
Q1 2015	3.25%	90	01/01/15	03/31/15	365	
Q2 2015	3.25%	91	04/01/15	06/30/15	365	
Q3 2015	3.25%	92	07/01/15	09/30/15	365	
Q4 2015	3.25%	92	10/01/15	12/31/15	365	
Q1 2016	3.25%	90	01/01/16	03/31/16	366	
Q2 2016	3.46%	91	04/01/16	06/30/16	366	
Q3 2016	3.50%	92	07/01/16	09/30/16	366	
Q4 2016	3.50%	92	10/01/16	12/31/16	366	
Q1 2017	3.50%	90	01/01/17	03/31/17	365	
Q2 2017	3.71%	91	04/01/17	06/30/17	365	
Q3 2017	3.96%	92	07/01/17	09/30/17	365	
Q4 2017	4.21%	92	10/01/17	12/31/17	365	
Q1 2018	4.25%	90	01/01/18	03/31/18	365	
Q2 2018	4.47%	91	04/01/18	06/30/18	365	
Q3 2018	4.69%	92	07/01/18	09/30/18	365	
Q4 2018	4.96%	92	10/01/18	12/31/18	365	
Q1 2019	5.18%	90	01/01/19	03/31/19	365	
Q2 2019	5.45%	91	04/01/19	06/30/19	365	
Q3 2019	5.50%	92	07/01/19	09/30/19	365	
Q4 2019	5.42%	92	10/01/19	12/31/19	365	
Q1 2020	4.96%	91	01/01/20	03/31/20	366	
Q2 2020	4.75%	90	04/01/20	06/30/20	366	
Q3 2020	3.43%	92	07/01/20	08/31/20	366	

2015 Q3

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
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UAMPS	Monthly Charge	98,925.23	7/1/2015	9/15/2015	9/30/2015	3.25%	16	140.93	
								Total Time Value Refunds Due	140.93

2015 Q4

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>	
UAMPS	Balance Forward	\$99,066.16		9/30/2015	12/31/2015	3.25%	92	811.53	
UAMPS	Monthly Charge	97,613.72	8/1/2015	10/14/2015	12/31/2015	3.25%	79	686.64	
UAMPS	Monthly Charge	96,510.05	9/1/2015	11/12/2015	12/31/2015	3.25%	50	429.67	
UAMPS	Monthly Charge	79,604.45	10/1/2015	12/15/2015	12/31/2015	3.25%	17	120.50	
								Total Time Value Refunds Due	2,048.34

2016 Q1

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>	
UAMPS	Balance Forward	\$374,842.72		12/31/2015	3/31/2016	3.25%	91	3,028.95	
UAMPS	Monthly Charge	57,919.33	11/1/2015	1/13/2016	3/31/2016	3.25%	79	406.31	
UAMPS	Monthly Charge	53,774.65	12/1/2015	2/15/2016	3/31/2016	3.25%	46	219.65	
UAMPS	Monthly Charge	58,728.18	1/1/2016	3/16/2016	3/31/2016	3.25%	16	83.44	
								Total Time Value Refunds Due	3,738.35

2016 Q2

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>	
UAMPS	Balance Forward	\$549,003.23		3/31/2016	6/30/2016	3.46%	91	4,722.93	
UAMPS	Monthly Charge	59,047.51	2/1/2016	4/15/2016	6/30/2016	3.46%	77	429.82	
UAMPS	Monthly Charge	55,762.28	3/1/2016	5/16/2016	6/30/2016	3.46%	46	242.49	
UAMPS	Monthly Charge	74,187.40	4/1/2016	6/13/2016	6/30/2016	3.46%	18	126.24	
								Total Time Value Refunds Due	5,521.48

2016 Q3

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest</u>		<u>Time Value Refunds</u>	
						<u>Rate</u>	<u># of Days</u>		
UAMPS	Balance Forward	\$743,521.90		6/30/2016	9/30/2016	3.50%	92	6,541.37	
UAMPS	Monthly Charge	70,614.46	5/1/2016	7/18/2016	9/30/2016	3.50%	75	506.46	
UAMPS	Monthly Charge	123,085.20	6/1/2016	8/17/2016	9/30/2016	3.50%	45	529.67	
UAMPS	Monthly Charge	132,164.19	7/1/2016	9/15/2016	9/30/2016	3.50%	16	202.22	
Total Time									
Value Refunds									
Due									7,779.72

2016 Q4

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest</u>		<u>Time Value Refunds</u>	
						<u>Rate</u>	<u># of Days</u>		
UAMPS	Balance Forward	\$1,077,165.48		9/30/2016	12/31/2016	3.50%	92	9,476.70	
UAMPS	Monthly Charge	113,470.74	8/1/2016	10/14/2016	12/31/2016	3.50%	79	857.23	
UAMPS	Monthly Charge	113,054.57	9/1/2016	11/16/2016	12/31/2016	3.50%	46	497.32	
UAMPS	Monthly Charge	62,756.41	10/1/2016	12/13/2016	12/31/2016	3.50%	19	114.02	
Total Time									
Value Refunds									
Due									10,945.27

2017 Q1

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest</u>		<u>Time Value Refunds</u>	
						<u>Rate</u>	<u># of Days</u>		
UAMPS	Balance Forward	\$1,377,392.48		12/31/2016	3/31/2017	3.50%	90	11,887.09	
UAMPS	Monthly Charge	52,153.88	11/1/2016	1/12/2017	3/31/2017	3.50%	79	395.08	
UAMPS	Monthly Charge	62,053.59	12/1/2016	2/15/2017	3/31/2017	3.50%	45	267.77	
UAMPS	Monthly Charge	61,459.50	1/1/2017	3/16/2017	3/31/2017	3.50%	16	94.29	
Total Time									
Value Refunds									
Due									12,644.23

2017 Q2

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest</u>		<u>Time Value Refunds</u>
						<u>Rate</u>	<u># of Days</u>	
UAMPS	Balance Forward	\$1,565,703.68		3/31/2017	6/30/2017	3.71%	91	14,482.12
UAMPS	Monthly Charge	61,446.63	2/1/2017	4/13/2017	6/30/2017	3.71%	79	493.41
UAMPS	Monthly Charge	55,894.27	3/1/2017	5/16/2017	6/30/2017	3.71%	46	261.34
UAMPS	Monthly Charge	52,042.19	4/1/2017	6/14/2017	6/30/2017	3.71%	17	89.93

**Total Time
Value Refunds
Due** 15,326.80

2017 Q3

Quarterly Interest

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$1,750,413.57		6/30/2017	9/30/2017	3.96%	92	17,471.53
UAMPS	Monthly Charge	76,358.27	5/1/2017	7/14/2017	9/30/2017	3.96%	79	654.46
UAMPS	Monthly Charge	109,993.57	6/1/2017	8/14/2017	9/30/2017	3.96%	48	572.81
UAMPS	Monthly Charge	111,865.46	7/1/117	9/15/2017	9/30/2017	3.96%	16	194.19

**Total Time
Value Refunds
Due** 18,892.99

2017 Q4

Quarterly Interest

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$2,067,523.85		9/30/2017	12/31/2017	4.21%	92	21,939.54
UAMPS	Monthly Charge	130,325.46	8/1/2017	10/13/2017	12/31/2017	4.21%	80	1,202.56
UAMPS	Monthly Charge	105,555.04	9/1/2017	11/15/2017	12/31/2017	4.21%	47	572.22
UAMPS	Monthly Charge	75,961.00	10/1/2017	12/12/2017	12/31/2017	4.21%	20	175.23

**Total Time
Value Refunds
Due** 23,889.55

2018 Q1

Quarterly Interest

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$2,403,254.90		12/31/2017	3/31/2018	4.25%	90	25,184.79
UAMPS	Monthly Charge	64,893.59	11/1/2017	1/11/2018	3/31/2018	4.25%	80	604.49
UAMPS	Monthly Charge	71,197.00	12/1/2017	2/13/2018	3/31/2018	4.25%	47	389.63
UAMPS	Monthly Charge	69,726.58	1/1/2018	3/16/2018	3/31/2018	4.25%	16	129.90

**Total Time
Value Refunds
Due** 26,308.81

2018 Q2

Quarterly Interest

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$2,635,380.88		3/31/2018	6/30/2018	4.47%	91	29,369.70

UAMPS	Monthly Charge	72,310.56	2/1/2018	4/11/2018	6/30/2018	4.47%	81	717.30
UAMPS	Monthly Charge	62,656.14	3/1/2018	5/15/2018	6/30/2018	4.47%	47	360.64
UAMPS	Monthly Charge	70,746.55	4/1/2018	6/14/2018	6/30/2018	4.47%	17	147.29

**Total Time
Value Refunds
Due** **30,594.93**

2018 Q3

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$2,871,689.07		6/30/2018	9/30/2018	4.69%	92	33,947.30
UAMPS	Monthly Charge	85,945.38	5/1/2018	7/16/2018	9/30/2018	4.69%	77	850.34
UAMPS	Monthly Charge	122,664.27	6/1/2018	8/14/2018	9/30/2018	4.69%	48	756.55
UAMPS	Monthly Charge	150,962.63	7/1/2018	9/14/2018	9/30/2018	4.69%	17	329.76

**Total Time
Value Refunds
Due** **35,883.95**

2018 Q4

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$3,267,145.30		9/30/2018	12/31/2018	4.96%	92	40,845.58
UAMPS	Monthly Charge	157,187.98	8/1/2018	10/15/2018	12/31/2018	4.96%	78	1,666.11
UAMPS	Monthly Charge	113,962.25	9/1/2018	11/15/2018	12/31/2018	4.96%	47	727.86
UAMPS	Monthly Charge	72,883.19	10/1/2018	12/10/2018	12/31/2018	4.96%	22	217.89

**Total Time
Value Refunds
Due** **43,457.44**

2019 Q1

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$3,654,636.15		12/31/2018	3/31/2019	5.18%	90	46,679.22
UAMPS	Monthly Charge	65,666.11	11/1/2018	1/15/2019	3/31/2019	5.18%	76	708.26
UAMPS	Monthly Charge	63,599.54	12/1/2018	2/15/2019	3/31/2019	5.18%	45	406.17
UAMPS	Monthly Charge	62,101.43	1/1/2019	3/19/2019	3/31/2019	5.18%	13	114.57

**Total Time
Value Refunds
Due** **47,908.22**

2019 Q2

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$3,893,911.46		3/31/2019	6/30/2019	5.45%	91	52,909.19
UAMPS	Monthly Charge	62,491.34	2/1/2019	4/17/2019	6/30/2019	5.45%	75	699.82
UAMPS	Monthly Charge	50,785.49	3/1/2019	5/17/2019	6/30/2019	5.45%	45	341.24
UAMPS	Monthly Charge	61,775.20	4/1/2019	6/18/2019	6/30/2019	5.45%	13	119.91
Total Time Value Refunds Due								54,070.16

2019 Q3

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$4,123,033.64		6/30/2019	9/30/2019	5.50%	92	57,157.67
UAMPS	Monthly Charge	64,272.52	5/1/2019	7/17/2019	9/30/2019	5.50%	76	736.05
UAMPS	Monthly Charge	96,794.23	6/1/2019	8/19/2019	9/30/2019	5.50%	43	627.17
UAMPS	Monthly Charge	140,169.40	7/1/2019	9/17/2019	9/30/2019	5.50%	14	295.70
Total Time Value Refunds Due								58,816.59

2019 Q4

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$4,483,086.38		9/30/2019	12/31/2019	5.42%	92	61,245.10
UAMPS	Monthly Charge	126,256.47	8/1/2019	10/17/2019	12/31/2019	5.42%	76	1,424.86
UAMPS	Monthly Charge	116,724.81	9/1/2019	11/18/2019	12/31/2019	5.42%	44	762.64
UAMPS	Monthly Charge	63,549.91	10/1/2019	12/13/2019	12/31/2019	5.42%	19	179.30
Total Time Value Refunds Due								63,611.90

2020 Q1

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$4,853,229.47		12/31/2019	3/31/2020	4.96%	91	59,851.19
UAMPS	Monthly Charge	65,338.77	11/1/2019	2/14/2020	3/31/2020	4.96%	47	416.17
UAMPS	Monthly Charge	67,683.09	12/1/2019	2/14/2020	3/31/2020	4.96%	47	431.10
UAMPS	Monthly Charge	56,362.76	1/1/2020	3/19/2020	3/31/2020	4.96%	13	99.30

**Total Time
Value Refunds
Due** 60,797.76

2020 Q2

Quarterly Interest

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$5,103,411.85		3/31/2020	6/30/2020	4.75%	91	60,271.85
UAMPS	Monthly Charge	59,658.92	2/1/2020	4/16/2020	6/30/2020	4.75%	76	588.44
UAMPS	Monthly Charge	62,061.89	3/1/2020	5/14/2020	6/30/2020	4.75%	48	386.62
UAMPS	Monthly Charge	60,726.87	4/1/2020	6/16/2020	6/30/2020	4.75%	15	118.22

**Total Time
Value Refunds
Due** 61,365.13

2020 Q3

Quarterly Interest

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
UAMPS	Balance Forward	\$5,347,224.67		6/30/2020	8/31/2020	3.43%	62	31,069.42
UAMPS	Monthly Charge	94,303.92	5/1/2020	7/15/2020	8/31/2020	3.43%	48	424.21
UAMPS	Monthly Charge	103,789.72	6/1/2020	8/17/2020	8/31/2020	3.43%	15	145.90
UAMPS	Monthly Charge	-			8/31/2020	3.43%	44075	-

**Total Time
Value Refunds
Due** 31,639.53

**Total Amount
Charged** 4,961,575.75

**Grand Total
Time Value
Refunds Due** 615,382.08