

November 24, 2020

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

RE: *PacifiCorp*
Docket No. ER21-_____ -000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)¹, Part 35 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,² and Order No. 714³ regarding electronic filing of tariff submittals, PacifiCorp hereby tenders for filing the following jurisdictional agreement:

Transmission Interconnection Agreement, among Empire Electric Association, Inc. (“EEA”), Tri-State Generation and Transmission Association, Inc. (“Tri-State”) and PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 755 (“Interconnection Agreement”).

As discussed further below, PacifiCorp respectfully requests the Commission accept this Interconnection Agreement effective on January 24, 2021.

1. Background and Reason for Filing

PacifiCorp is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Utah. Tri-State is a member cooperative, which owns and operates certain facilities for the transmission of electric power and energy located in Colorado and surrounding areas. EEA is a Tri-State member which serves load in Colorado and Utah.

On November 12, 2020, PacifiCorp, Tri-State, and EEA entered into the Interconnection Agreement to govern the terms and conditions of the backup interconnection point to be constructed at the Pinto Substation. Accordingly, PacifiCorp respectfully requests that the Commission accept the Interconnection Agreement, attached hereto, for filing.

¹ 16 U.S.C. § 824d.

² 18 C.F.R. Part 35.

³ *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008).

2. Effective Date and Request for Waiver

PacifiCorp requests as effective date of January 24, 2021 for the Interconnection Agreement. To the extent that any filing requirement in Part 35 of the Commission's regulations is not satisfied by this filing and the materials enclosed herewith, PacifiCorp respectfully requests waiver of such requirements.

3. Designation

PacifiCorp respectfully requests that the Interconnection Agreement be designated as PacifiCorp Rate Schedule No. 755.

4. Enclosure

The following enclosure is attached hereto:

Interconnection Agreement between Tri-State, EEA and PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 755.

5. Communications

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

Matthew P. Loftus
Senior Transmission Counsel
PacifiCorp
825 N.E. Multnomah, Suite 1600
Portland, OR 97232
(503) 813-6642
Matthew.Loftus@PacifiCorp.com

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

6. Notice

Pursuant to 18 C.F.R. § 35.2(e), a copy of this filing is being served on the following:

Joel Bladow
Tri-State Generation and Transmission
Association, Inc.
1100 W. 116th Ave.
Westminster, CO 80234
jbladow@tristategt.org

Josh Dellinger
Empire Electric Association, Inc.
801 N. Broadway
PO Box K
Cortez, CO 81321-0676
Josh.dellinger@eea.coop

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

7. Conclusion

For the reasons described herein, PacifiCorp respectfully requests that the Commission accept the Interconnection Agreement for filing with an effective date of January 24, 2021.

Respectfully Submitted,

/s/ Matthew P. Loftus

Matthew P. Loftus
Attorney for PacifiCorp

TRANSMISSION INTERCONNECTION AGREEMENT

PACIFICORP

And

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

And

EMPIRE ELECTRIC ASSOCIATION, INC.

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This Transmission Interconnection Agreement (“Agreement”) is entered into as of this 12th day of November, 2020 among Empire Electric Association, Inc. (“EEA”), a Colorado Cooperative Association, PACIFICORP, an Oregon corporation (“PacifiCorp”) and Tri-State Generation and Transmission Association, Inc., a Colorado Cooperative Association (“Tri-State”). PacifiCorp, Tri-State and EEA may each be referred to herein individually as “Party” and collectively as “Parties.”

WITNESSETH

- A. WHEREAS, PacifiCorp is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Utah;
- B. WHEREAS, Tri-State is a member cooperative which owns and operates certain facilities for the transmission of electric power and energy located in Colorado and surrounding areas;
- C. WHEREAS, EEA is a member of Tri-State which serves load in Colorado and Utah;
- D. WHEREAS, PacifiCorp, EEA, and Tri-State intend to provide for a backup interconnection point as described in Exhibit A, which shall be constructed pursuant to a Project Construction Agreement to be executed among PacifiCorp, Tri-State and EEA (the “Construction Agreement”), with metering services provided by Tri-State;
- E. WHEREAS, as of the Effective Date, the Parties intend this Agreement to govern the transmission interconnection terms and conditions.

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

ARTICLE I
DEFINITIONS

1. For purposes of this Agreement:

(a) The term “Effective Date” shall mean the date on which this Agreement becomes effective pursuant to Article 2 hereof.

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

ARTICLE II
EFFECTIVE DATE, TERM, TERMINATION, REGULATORY APPROVAL

2.1 Effective Date. This Agreement shall become effective upon the later of (i) the date of execution by the Parties or (ii) the effective date established by the Federal Energy Regulatory Commission (“FERC”) upon acceptance for filing, (“Effective Date”). The Parties agree to request that FERC establish an Effective Date pursuant to the terms of this paragraph.

2.2 Term and Termination. Subject to Section 2.3, this Agreement shall remain in effect for an original term of thirty (30) years from the Effective Date, and shall be automatically renewed for each successive one-year period thereafter unless any Parties provide written notice to the other Parties of its exercise of the option not to renew the term at least 180 days prior to the date such renewal would otherwise be effective. Notwithstanding the above, the termination of this Agreement is subject to acceptance by the FERC, which filing will be made by PacifiCorp in accordance with 18 C.F.R. § 35.15.

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

ARTICLE III
INTERCONNECTION OF POWER SYSTEMS

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

3.2 Right of Access. PacifiCorp shall permit duly authorized representatives and employees of the other Parties to enter upon its premises for the purpose of (a) inspecting, testing, repairing, renewing or exchanging any of the equipment owned by such other Parties located on its premises or (b) performing any work necessary in the performance of this Agreement, in each case, upon reasonable notice to PacifiCorp, at reasonable times and in compliance with Good Utility Practice and PacifiCorp’s reasonable rules and regulations. PacifiCorp acknowledges that the equipment to be installed by Tri-State is within the scope of the license contained in Exhibit 1 to the Master Installation, Operation and Maintenance Agreement for Metering Equipment between PacifiCorp and Tri-State identified as Contract No. TS-15-0160.

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

ARTICLE IV GENERAL PROVISIONS

4.1. Uncontrollable Forces. No Party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to uncontrollable forces; the term "uncontrollable forces" meaning any cause beyond the control of the Party affected, including, but not limited to failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it shall be unable to overcome. A Party shall not, however, be relieved of liability for failure of performance if such failure be due to causes arising out of its own negligence or to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a strike against its will.

4.2. Indemnification and Insurance.

(a) Except as otherwise provided in Section 4.2(b) below, each Party (each, an "Indemnifying Party") agrees to protect, defend, indemnify and hold harmless each of the other Parties, its officers, employees and agents (collectively, the "Indemnified Parties") against and from any and all liability, suits, loss, damage, claims, actions, costs and expenses of any nature, including court costs and attorney's fees, even if such actions or claims are completely groundless, growing out of injury to or death of the Indemnifying Party or its subcontractors of any tier, its employees, agents or guests, or any other person or persons, or any and all destruction, loss or damage to property arising in any way in connection with, or related to, the Indemnifying Party's performance of any work or any of its obligations under the Agreement, except as to injury to persons or damage to property on the work site to the extent caused by the sole negligence of any of the Indemnified Parties.

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

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

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

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

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

4.4. Use of Facilities. No Party will require a fee or other charge for the transfer of power across its bus facilities covered under this Agreement at interconnection or tap points, unless the fees are specified in an exhibit attached to this Agreement.

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

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

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

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

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

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

PACIFICORP

EMPIRE ELECTRIC ASSOCIATION,
INC.

By: /s/ Rick Vail

By: /s/ Josh Dellinger

Title: VP -Transmission

Title: General Manager

TRI-STATE GENERATION AND TRANSMISSION
ASSOCIATION, INC.

By: /s/ Joel K. Bladlow

Title: Senior Vice President, Transmission

Exhibit A

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

1. PINTO SUBSTATION.

- (a) Location. Point number 37.86902 North, 109.31839 West
- (b) Point of Interconnection (“POI”) and Points of Change of Ownership (“PCO”).
 - i. PacifiCorp’s Interconnection Facilities to be procured and installed by PacifiCorp shall include the 69 kV Monticello Rural line bay consisting and not limited to the 69 kV circuit breaker, associated disconnect switches, deadend tower steel structure (“Location Dead-end Structure”), overhead line span between EEA’s riser structure and the Location Deadend Structure, the 69 kV metering, protection and controls. EEA shall design, procure and construct the sub-transmission Monticello Rural-Pinto 69 kV line including the last structure before the Location that shall be designed and constructed as EEA’s riser structure. The POI will be at EEA’s riser structure. The PCO between PacifiCorp and EEA also will be at EEA’s riser structure.
 - ii. As a part of the PacifiCorp Interconnection facilities, PacifiCorp will install the 69 kV interchange metering that shall include the 69 kV stand-alone instrument transformers (either current and voltage transformers, or combined metering units), and two revenue meters (primary and backup). Tri-State shall be granted access to the backup meter via a serial DNP connection from its cellular modem/router and a meter equipment cabinet to be installed by Tri-State outside of the substation fence. The PCO between PacifiCorp and Tri-State will be at PacifiCorp’s data and power cables termination at Tri-State’s meter equipment cabinet.
 - iii. Hold
- (c) Future Facilities. PacifiCorp hereby reserves the right and power to, in its sole discretion, require the future installation of relaying, communications, and supervisory control equipment compatible with PacifiCorp’s system at the sole expense of Tri-State, and Tri-State agrees, in the event of such requirement, to promptly install such equipment. PacifiCorp shall provide the purpose and need of such future installations to Tri-State before the purchase or installation of future facilities to be paid by Tri-State.
- (e) Operation and Maintenance.

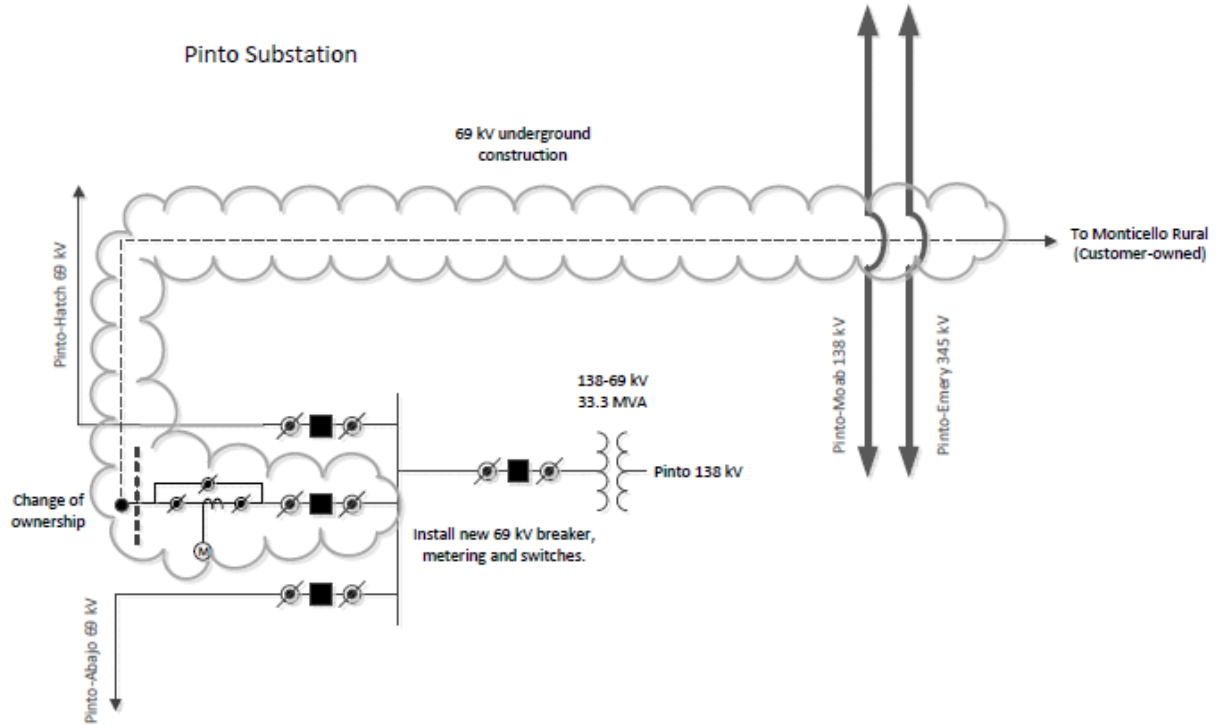
- (1) Each party shall operate and maintain all facilities owned by it at their side of the PCO in accordance with Good Utility Practice.
- (2) All switching operations shall be coordinated through and at the direction of PacifiCorp's dispatchers.

(f) Removal of Substation.

- (1) If Pinto is decommissioned, EEA and Tri-State shall remove or bear the cost of removal of all of their facilities from the Pinto footprint.

Exhibit B

Substation One-Line Diagram



TRANSMISSION INTERCONNECTION AGREEMENT

PACIFICORP

And

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

And

EMPIRE ELECTRIC ASSOCIATION, INC.

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WITNESSETH

- A. WHEREAS, PacifiCorp is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Utah;
- B. WHEREAS, Tri-State is a member cooperative which owns and operates certain facilities for the transmission of electric power and energy located in Colorado and surrounding areas;
- C. WHEREAS, EEA is a member of Tri-State which serves load in Colorado and Utah;
- D. WHEREAS, PacifiCorp, EEA, and Tri-State intend to provide for a backup interconnection point as described in Exhibit A, which shall be constructed pursuant to a Project Construction Agreement to be executed among PacifiCorp, Tri-State and EEA (the “Construction Agreement”), with metering services provided by Tri-State;
- E. WHEREAS, as of the Effective Date, the Parties intend this Agreement to govern the transmission interconnection terms and conditions.

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

ARTICLE I
DEFINITIONS

- 1. For purposes of this Agreement:
 - (a) The term “Effective Date” shall mean the date on which this Agreement becomes effective pursuant to Article 2 hereof.
 - (b) The term “Good Utility Practice” shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

ARTICLE II
EFFECTIVE DATE, TERM, TERMINATION, REGULATORY APPROVAL

2.1 Effective Date. This Agreement shall become effective upon the later of (i) the date of execution by the Parties or (ii) the effective date established by the Federal Energy Regulatory Commission (“FERC”) upon acceptance for filing, (“Effective Date”). The Parties agree to request that FERC establish an Effective Date pursuant to the terms of this paragraph.

2.2 Term and Termination. Subject to Section 2.3, this Agreement shall remain in effect for an original term of thirty (30) years from the Effective Date, and shall be automatically renewed for each successive one-year period thereafter unless any Parties provide written notice to the other Parties of its exercise of the option not to renew the term at least 180 days prior to the date such renewal would otherwise be effective. Notwithstanding the above, the termination of this Agreement is subject to acceptance by the FERC, which filing will be made by PacifiCorp in accordance with 18 C.F.R. § 35.15.

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

ARTICLE III
INTERCONNECTION OF POWER SYSTEMS

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

3.2 Right of Access. PacifiCorp shall permit duly authorized representatives and employees of the other Parties to enter upon its premises for the purpose of (a) inspecting, testing, repairing, renewing or exchanging any of the equipment owned by such other Parties located on its premises or (b) performing any work necessary in the performance of this Agreement, in each case, upon reasonable notice to PacifiCorp, at reasonable times and in compliance with Good Utility Practice and PacifiCorp’s reasonable rules and regulations. PacifiCorp acknowledges that the equipment to be installed by Tri-State is within the scope of the license contained in Exhibit 1 to the Master Installation, Operation and Maintenance Agreement for Metering Equipment between PacifiCorp and Tri-State identified as Contract No. TS-15-0160.

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

ARTICLE IV
GENERAL PROVISIONS

4.1. Uncontrollable Forces. No Party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to uncontrollable forces; the term "uncontrollable forces" meaning any cause beyond the control of the Party affected, including, but not limited to failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it shall be unable to overcome. A Party shall not, however, be relieved of liability for failure of performance if such failure be due to causes arising out of its own negligence or to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a strike against its will.

4.2. Indemnification and Insurance.

(a) Except as otherwise provided in Section 4.2(b) below, each Party (each, an "Indemnifying Party") agrees to protect, defend, indemnify and hold harmless each of the other Parties, its officers, employees and agents (collectively, the "Indemnified Parties") against and from any and all liability, suits, loss, damage, claims, actions, costs and expenses of any nature, including court costs and attorney's fees, even if such actions or claims are completely groundless, growing out of injury to or death of the Indemnifying Party or its subcontractors of any tier, its employees, agents or guests, or any other person or persons, or any and all destruction, loss or damage to property arising in any way in connection with, or related to, the Indemnifying Party's performance of any work or any of its obligations under the Agreement, except as to injury to persons or damage to property on the work site to the extent caused by the sole negligence of any of the Indemnified Parties.

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

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

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

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

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

4.4. Use of Facilities. No Party will require a fee or other charge for the transfer of power across its bus facilities covered under this Agreement at interconnection or tap points, unless the fees are specified in an exhibit attached to this Agreement.

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

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

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

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

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

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

PACIFICORP

EMPIRE ELECTRIC ASSOCIATION, INC.

By: Rick Vail Digitally signed by Rick Vail
Date: 2020.11.12 14:14:36 -08'00'

By: 

Title: VP -Transmission

Title: General Manager

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

By: 
Joel K Bladow (Nov 11, 2020 08:44 MST)

Title: Senior Vice President, Transmission

Exhibit A

**Ownership, Operation and Maintenance of
Points of Interconnection****1. PINTO SUBSTATION.**

- (a) Location. Point number 37.86902 North, 109.31839 West
- (b) Point of Interconnection (“POI”) and Points of Change of Ownership (“PCO”).
 - i. PacifiCorp’s Interconnection Facilities to be procured and installed by PacifiCorp shall include the 69 kV Monticello Rural line bay consisting and not limited to the 69 kV circuit breaker, associated disconnect switches, deadend tower steel structure (“Location Dead-end Structure”), overhead line span between EEA’s riser structure and the Location Deadend Structure, the 69 kV metering, protection and controls. EEA shall design, procure and construct the sub-transmission Monticello Rural-Pinto 69 kV line including the last structure before the Location that shall be designed and constructed as EEA’s riser structure. The POI will be at EEA’s riser structure. The PCO between PacifiCorp and EEA also will be at EEA’s riser structure.
 - ii. As a part of the PacifiCorp Interconnection facilities, PacifiCorp will install the 69 kV interchange metering that shall include the 69 kV stand-alone instrument transformers (either current and voltage transformers, or combined metering units), and two revenue meters (primary and backup). Tri-State shall be granted access to the backup meter via a serial DNP connection from its cellular modem/router and a meter equipment cabinet to be installed by Tri-State outside of the substation fence. The PCO between PacifiCorp and Tri-State will be at PacifiCorp’s data and power cables termination at Tri-State’s meter equipment cabinet.
 - iii. Hold
- (c) Future Facilities. PacifiCorp hereby reserves the right and power to, in its sole discretion, require the future installation of relaying, communications, and supervisory control equipment compatible with PacifiCorp’s system at the sole expense of Tri-State, and Tri-State agrees, in the event of such requirement, to promptly install such equipment. PacifiCorp shall provide the purpose and need of such future installations to Tri-State before the purchase or installation of future facilities to be paid by Tri-State.
- (e) Operation and Maintenance.

- (1) Each party shall operate and maintain all facilities owned by it at their side of the PCO in accordance with Good Utility Practice.
 - (2) All switching operations shall be coordinated through and at the direction of PacifiCorp's dispatchers.
- (f) Removal of Substation.
- (1) If Pinto is decommissioned, EEA and Tri-State shall remove or bear the cost of removal of all of their facilities from the Pinto footprint.

Exhibit B

Substation One-Line Diagram

