

TRANSMISSION INTERCONNECTION AGREEMENT

PACIFICORP

and

DIXIE POWER

and

DESERET POWER

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This Transmission Interconnection Agreement (“Agreement”) is entered into as of this 10th day of June, 2019 between Dixie Power, a non-profit corporation duly organized and existing under the laws of the State of Utah, (hereinafter called “Dixie”), Deseret Power (hereinafter called “Deseret”), a non-profit corporation duly organized, existing and authorized to do business in the State of Utah, (“Customer”) and PACIFICORP, an Oregon corporation (hereinafter called “PacifiCorp”). PacifiCorp, Dixie Power, and Deseret 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, Deseret Power is a regional generation and transmission cooperative serving load in Utah;
- C. WHEREAS, Deseret’s member, Dixie, is an electric cooperative serving load in Utah;
- D. WHEREAS, PacifiCorp and Deseret Power are parties to a Transmission Service and Operating Agreement, dated February 27, 2013, and designated as PacifiCorp Rate Schedule No. 280 (the “Deseret TSOA”), pursuant to which PacifiCorp provides Deseret use of PacifiCorp’s transmission system for service to Deseret members.
- E. WHEREAS, PacifiCorp has constructed a new substation (“Purgatory Flat”) located at Point number 31013, North 13497660.91, East 934800.69 in Washington County, Utah; and
- F. WHEREAS, Deseret, on behalf of its member Dixie, has requested to Interconnect one (1) Dixie owned 69 KV transmission line and one (1) Dixie owned 138 kV transmission line at the Purgatory Substation; and
- G. 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

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

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

ARTICLE II

EFFECTIVE DATE, TERM, TERMINATION, REGULATORY APPROVAL

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

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

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

2.4 Regulatory Approval. If FERC or any other regulatory body having jurisdiction over this Agreement determines that this Agreement, or any part thereof, must be modified, changed, or conditioned in any manner, any Party to this agreement 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 all Parties, any 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.

2.5 Section 205 and 206 Rights. Notwithstanding any provision in this Agreement to the contrary, any Party may (a) unilaterally make application to FERC under Section 205 of the Federal Power Act and pursuant to the FERC’s rules and regulations promulgated thereunder for a change in any rate, term, condition, charge, classification of service, rule or regulation under or related to this Agreement and/or (b) exercise their rights under Section 206 of the Federal Power Act and pursuant to the FERC’s rules and regulations promulgated thereunder with respect to any rate, term, condition, charge, classification of service, rule or regulation for any services provided

under this Agreement over which the FERC has jurisdiction. The standard of review FERC shall apply when acting on proposed modifications to this Agreement, either on the FERC's own motion or on behalf of a signatory or non-signatory shall be the 'just and reasonable' standard of review rather than the 'public interest' standard of review.

ARTICLE III
INTERCONNECTION OF POWER SYSTEMS

3.1 Points of Interconnection. Exhibits A, B and C attached to this Agreement describe each point of interconnection (a "Point of Interconnection") where one Party's transmission system interconnects with the other Party's transmission system.

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

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

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

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

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

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

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

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

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

4.4 Use of Facilities: 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 Party informed in writing of the name and address of its authorized representative under this Agreement and any notice, demand, or request

required by this Agreement shall in writing and deemed properly served, given, or made if delivered in person, via nationally recognized courier or sent by registered or certified mail, postage paid, return receipt, to the person so designated as its authorized representative.

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

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

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

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

[Signature Page Follows]

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

By: **Rick Vail** Digitally signed by Rick Vail
Date: 2019.06.10 12:45:19
-07'00'

Title: VP, Transmission

DIXIE POWER

By: 

Title: Chief Operating Officer

DESERET POWER

By: 

Title: VICE PRESIDENT/CHIEF ENGINEER

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

1. PURGATORY FLAT SUBSTATION.

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

(b) Points of Interconnection.

- i. This is the location where Dixie has connected the facilities of its 69 kV transmission line to PacifiCorp's transmission facilities at the Location.
- ii. This is the location where Dixie has connected the facilities of its 138 kV transmission line to PacifiCorp's transmission facilities at the Location.

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

(e) Operation and Maintenance.

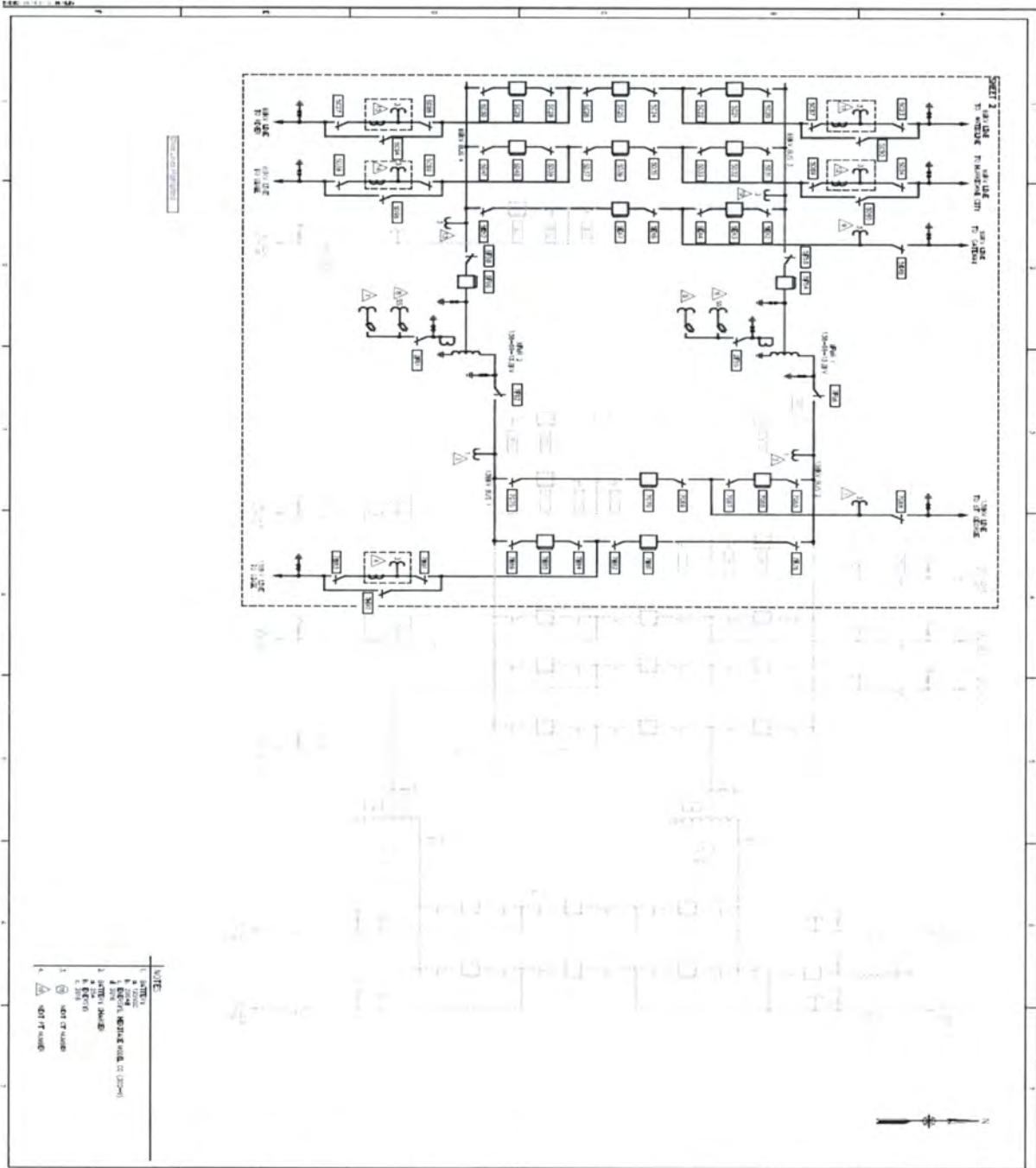
(1) Each party shall operate and maintain all facilities owned by it at the Points of Interconnection in accordance with Good Utility Practice.

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

(f) Removal of Substation.

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

Exhibit B Purgatory Flat Substation One-Line Diagram



The Agreed Purgatory Metering Configuration shall be as follows:

- **At Deseret's Member's 138kV Line**
 - At no cost to Deseret, PacifiCorp will own, operate and install a 3rd mutually agreed upon revenue meter that will be isolated from PacifiCorp's corporate network. The 3rd meter shall be deemed the revenue meter used for settlement purposes. PacifiCorp will own, operate, maintain, install and configure mutually agreed upon communications equipment to provide instantaneous revenue metered values, power factor (PF), MW, MVAR, Volts A, Volts B, Volts C, Amps A, Amps B, Amps C, and accumulated values delivered MWh, received MWh, delivered MVARh, received MVARh. Load profile revenue meter data will also be available. Deseret shall be permitted to utilize a mutually agreed upon protocol to remotely interrogate the meter.
 - Deseret will provide mutually agreed upon communications equipment and will establish and own the cell phone carrier customer account. Per the terms of the Sixth Amended and Restated Transmission Service and Operating Agreement between PacifiCorp and Deseret, Deseret shall allow PacifiCorp use of the cell phone carrier account for purposes of remotely interrogating the meter.
 - Deseret shall be invited to witness the commission and any testing of all metering at the point of interconnection.
- **At Deseret's Member's 69kV Line**
 - At no cost to Deseret, PacifiCorp will own, operate and install a 3rd mutually agreed upon revenue meter that will be isolated from PacifiCorp's corporate network. PacifiCorp will own, operate, maintain, install and configure mutually agreed upon communication equipment to provide instantaneous revenue metered values, power factor (PF), MW, MVAR, Volts A, Volts B, Volts C, Amps A, Amps B, Amps C, and accumulated values delivered MWh, received MWh, delivered MVARh, received MVARh. Load profile revenue meter data will also be available. Deseret shall be permitted to utilize a mutually agreed upon protocol to remotely interrogate the meter.
 - Deseret will provide mutually agreed upon communications equipment and will establish and own the cell phone carrier customer account. Deseret shall allow PacifiCorp use of the cell phone carrier account for purposes of remotely interrogating the meter.
 - Dixie and Deseret shall be invited to witness the commission and any testing of all metering at the point of interconnection.

- Deseret will configure and provide mutually agreed upon equipment to translate KYZ data for Deseret's use. This device will be provided to PacifiCorp by Deseret at Deseret's expense. PacifiCorp will install the equipment for translating KYZ data. The equipment for translating KYZ data will transfer data from both the 69KV and 138KV meters via the communications equipment. In the event of a failure of the equipment for translating KYZ data Deseret, at Deseret's expense, shall arrange for escorted access to the Purgatory Flat substation to repair and/or replace said device.
- Supervisory Control and Data Acquisition (SCADA)
 - Any SCADA needs for either Dixie or Deseret shall be coordinated with PacifiCorp. All costs incurred by PacifiCorp for accommodating the Purgatory Flats Substation SCADA needs of either Dixie or Deseret shall be invoiced to Deseret.