

July 21, 2020

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

RE: *PacifiCorp*
Docket No. ER20-_____-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:

Fourth Amended and Restated Facilities Rental and Wheeling Agreement (“Agreement”) between Moon Lake Electric Association, Inc. (“Moon Lake”) and PacifiCorp, to be designated as PacifiCorp Fifth Revised Rate Schedule No. 302.

As discussed more fully below, PacifiCorp respectfully requests an effective date of September 20, 2020.

1. Background and Reason for Filing

On October 22, 2013, in Docket No. ER14-155, PacifiCorp filed with the Commission PacifiCorp Fourth Revised Rate Schedule No. 302. The Fourth Revised Rate Schedule No. 302 reflected amended and updated exhibits: (1) Exhibit 1 updated the factors that determine the wheeling charges associated with Moon Lake’s facilities; and (2) Exhibit 2 updated the costs allocated to Moon Lake for use of PacifiCorp’s Myton Line. On December 5, 2013, the Commission accepted Fourth Revised Rate Schedule No. 302, via letter order, effective December 21, 2013.⁴

Moon Lake and PacifiCorp have agreed to amend and update Exhibit 4 to the Agreement, entitled “Wheeling Service to PacifiCorp Customers by Moon Lake Electric Association.” Specifically, a new point of delivery was added and the customer contact information was updated. PacifiCorp respectfully requests the Commission accept the revised Agreement, attached hereto, for filing as PacifiCorp Fifth Revised Rate Schedule No. 302.

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).

⁴ *PacifiCorp*, Letter Order, Docket No. ER14-155-000 (December 5, 2013).

2. Effective Date and Request for Waiver

PacifiCorp requests an effective date of September 20, 2020 for the 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 requests that the Agreement be designated as PacifiCorp Fifth Revised Rate Schedule No. 302.

4. Enclosures

The following enclosures are attached hereto:

Enclosure 1 Fourth Amended and Restated Facilities Rental and Wheeling Agreement between Moon Lake and PacifiCorp, to be designated as PacifiCorp Fifth Revised Rate Schedule No. 302.

Enclosure 2 Redline of Agreement compared to Fourth Revised Rate Schedule No. 302.

5. Communications

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

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

Patrick Corun
Moon Lake Electric Association
800 West US Hwy 40
Roosevelt, UT 84066
pcorun@mleainc.com

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

7. Conclusion

For the reasons discussed herein, PacifiCorp requests that the Commission accept this Agreement for filing and grant the proposed effective date of September 20, 2020.

Respectfully Submitted,

/s/ Matthew P. Loftus

Matthew P. Loftus
Attorney for PacifiCorp

FOURTH AMENDED AND RESTATED FACILITIES RENTAL AND
WHEELING AGREEMENT
BETWEEN
PACIFICORP
AND
MOON LAKE ELECTRIC ASSOCIATION

This Fourth Amended and Restated Facilities Rental and Wheeling Agreement, made this 16th day of July, 2020, hereinafter referred to as "Agreement", by and between MOON LAKE ELECTRIC ASSOCIATION, INC., a corporation in the State of Utah, hereinafter referred to as "Moon Lake," and PACIFICORP, an Oregon corporation, hereinafter referred to as "Company". Moon Lake and Company are sometimes referred to hereinafter individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, the Parties have previously entered into four (4) Agreements: 1) "Amendment of Agreements" dated November 20, 1989 2) "UPALCO Facilities Operating Agreement dated November 20, 1989; 3) "Facilities Rental Agreement" dated November 17, 1971 and 4) "Wheeling Agreement" dated April 24, 1974. These Agreements provided for the interconnection of Moon Lake and Company facilities at the UPALCO Substation near Myton, Utah; provided for operation of such facilities; and provided for certain wheeling of power and energy by Moon Lake; and

WHEREAS, Company and Deseret Generation and Transmission Cooperative (Deseret) have entered into a certain Agreement, the "UPALCO Interconnection Agreement" dated February 7, 1983, providing for the revision of Company's facilities at UPALCO, such that Company and Moon Lake will no longer be directly interconnected at 138 kV at UPALCO; and

WHEREAS, Company is an electric public utility engaged in the generation, transmission and distribution of electric energy in the State of Utah; and

WHEREAS, Moon Lake is an electric public utility presently serving consumers in certain areas of Uintah, Duchesne, Daggett, and Wasatch Counties of the State of Utah as well as consumers in the State of Colorado; and

WHEREAS, Moon Lake has installed and owns certain electrical equipment, including two (2) 138/69 kV transformers, breakers and appurtenant facilities all of which comprise a substation called "UPALCO Substation" tapping Company's 138 kV Carbon-Ashley transmission line; and

WHEREAS, Moon Lake has constructed and owns a 69 kV transmission line from UPALCO Substation to the vicinity of Hanna, Utah, with surplus capacity available for wheeling power and energy for Company loads at Hanna and Tabiona, Utah, and any other such loads of either party that may develop that can reasonably be served over existing and/or new facilities of either party and agreed upon between the parties in the area; and

WHEREAS, Company owns and operates 69/4.16 kV substations in the vicinity of Hanna, Utah, and Tabiona, Utah, adjacent to Moon Lake's 69 kV transmission line to serve load with power and energy supplied by Company through Moon Lake's UPALCO Substation and wheeled over Moon Lake's 69 kV transmission line and extension described above; and

WHEREAS, Company desires and Moon Lake is willing to provide additional transformation capacity at UPALCO Substation and transmission wheeling service from Company in delivering power and energy to Company's loads in the vicinity of Hanna, and Tabiona, Utah; and such other possible company loads as Moon Lake may agree to provide needed wheeling service from excess transformation and transmission capacity; and

WHEREAS, Moon Lake and Company entered into the UPALCO Facilities Operating Agreement dated November 20, 1989, whereby the operation and maintenance of the Company's 138 kV tapping facilities and Moon Lake's UPALCO Substation and charges therefore are set forth; and

WHEREAS, Company owns and operates a 69 kV transmission line from UPALCO Substation to the vicinity of Myton, Utah, supplied through surplus

capacity as hereinafter provided, or until Company installs its own substation facilities; and

WHEREAS, the Parties combined the terms of the previously entered agreements, Amendment of Agreements, Facilities Rental Agreement and the Wheeling Agreement into a single agreement, dated December 12, 2008, the "Amended and Restated Facilities Rental and Wheeling Agreement"; and

WHEREAS, the Parties agree to amend certain exhibits in this Third Amended and Restated Facilities Rental and Wheeling Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

ARTICLE 1. FACILITIES RENTAL

1.1 Moon Lake's UPALCO SUBSTATION

1.1.1 Moon Lake grants to Company, for a term to begin as provided in this paragraph (1.1.1), the following rights:

1.1.1.1 "Use of transformation capacity in Moon Lake's UPALCO Substation Facilities (listed on Exhibit "1" of this Agreement) for which the Company shall pay per month according to the following formula:

(Monthly Facility Cost)	(Prior Year's 12 Month sum of the
(multiplied by)	Company's NCP loads served
	through UPALCO's Transformations,
	kW)

	(Prior Year's 12 Month sum of the
	NCP loads served through UPALCO's
	transformation, kW)

where the "Prior Year's 12 Month Sum of Company's NCP loads served through UPALCO's transformation, kW" shall be defined as the sum of the non-coincidental 15-minute monthly peak loads for the just completed calendar year for Company's

Myton, Wolf Creek, and Tabiona substations after adjustment for losses (to refer loads to the 69 kV UPALCO substation bus from their metering points on the low-voltage buses at the respective substations above). The loss multiplier for the Myton load is 1.01316 and the loss multiplier for Wolf Creek and Tabiona loads is 1.0231. Loss multipliers are defined in Exhibit 3 hereof as may be modified from time to time. The "Prior Year's 12 Month Sum of the NCP loads served through UPALCO's transformation, kW" shall be defined as the sum of the non-coincidental 15-minute monthly peak loads for the just completed calendar year served through UPALCO substation's transformation. The "Monthly Facility Cost" shall be defined in Exhibit 1 as may be modified from time to time (listed as Item D on Exhibit 1).

Not less than twenty-six (26) months prior to the beginning of each next succeeding year, for which service is being requested, Company shall notify Moon Lake in writing of Company's estimated requirements, if any, for transformation service under this Section I for each succeeding year. Within sixty (60) days after such notice shall be given by Company, Moon Lake shall notify Company in writing if Moon Lake will not make capacity in such Facilities available to Company. An election by Moon Lake not to supply such transformation service for such year shall constitute a termination of this Agreement effective as of the beginning of such year. Lack of response by Moon Lake to Company's notice of estimated combined requirements for transformation service shall constitute consent on the part of Moon Lake."

1.1.1.2 The use of Moon Lake's 69,000 volt Myton oil circuit breaker listed on Exhibit 1 of this Agreement together with disconnecting switches, relays, grounding devices and other necessary appurtenances, at Moon Lake's UPALCO Substation connected to Company's 69,000 volt Myton

line, for a monthly payment according to the following formula:

$$\frac{\text{(Monthly Facility Cost)} \quad \text{(multiplied by)}}{\text{(Prior Year's 12 Month sum of the NPC Myton Sub, kW)}} \quad \text{(Prior Year's 12 Month sum of the NPC Myton Sub \& Pleasant Valley Sub, kW)}$$

where the "Prior year's 12 Month sum of NCP Myton sub, kW" shall be defined as the sum of the non-coincidental 15-minute peak loads for the just completed calendar year for the Company's Myton substation. The "Prior year's 12 Month sum of the NCP Myton sub and Pleasant Valley sub, kW" shall be defined as the sum of the non-coincidental 15-minute peak loads for the just completed calendar year for the Myton substation and the Pleasant Valley substation. The "Monthly Facility Cost" shall be defined in Exhibit 1 as may be modified from time to time (listed as Item C on Exhibit 1).

1.1.2 Upon completion of the facility changes anticipated by Company and Deseret Generation and Transmission Cooperative (Deseret), as described in the UPALCO Interconnection Agreement, entered into by Company and Deseret and dated February 7, 1983, Company shall remove all Company-owned and Company-installed control and communications equipment used to operate Moon Lake's 138 and 69 kV Substation equipment excepting the equipment used to control the 69 kV Myton breaker. Moon Lake will, without cost to Company, continue to allow Company to use Moon Lake's present control house space for control and communications equipment used by Company for the operation of Moon Lake's 69 kV Myton breaker. Moon Lake hereby grants to Company ingress and egress at any time Company deems necessary to Company's equipment in Moon Lake's UPALCO Substation for any purpose related to Company's operations including, but not limited to, inspection, operation and maintenance of said equipment.

1.2 FACILITIES RENTAL GENERAL PROVISION

1.2.1 Should outage of transformation facilities at UPALCO Substation affect delivery of power and energy to Company, then it is mutually agreed that Moon Lake will assist Company in times of such emergency to the extent that it may be able to do so, in its own exclusive determination, and in accordance with the aforementioned UPALCO Facilities Operating Agreement dated November 20, 1989, Section 5. Any energy furnished by Moon Lake to Company during such emergency shall be returned by Company, kilowatt-hour for kilowatt-hour at Vernal at subsequent times agreeable to the Parties.

1.2.2 Moon Lake shall, at its expense, be obligated within a reasonable time to add such transformer cooling equipment: i.e., fans as may be required by the combined loads of Moon Lake and Company up to the full ultimate capacity of the transformer.

1.2.3 Metering of quantities as a basis for billing and the payment of such bill shall be as specified in Article 2, Wheeling, of this Agreement

1.2.4 Metering equipment owned by either Party, the registrations of which are involved in settlements for transactions hereunder, shall be inspected and tested by the owner at annual intervals or at such reasonable shorter intervals as may be requested by either Party, and any inaccuracy disclosed by such tests shall be corrected promptly by the owner. Additional inspections and tests at particular installations shall be made by the owner upon request of the other party. Representatives of the non-owning Party shall be afforded opportunity to be present at all official inspections and test. If at any test a meter shall be found to be inaccurate by more than two percent, fast or slow, an adjustment shall be made in settlements between parties to compensate for the effect of such

inaccuracy over a preceding period extending to the second preceding meter reading or over such shorter period as the inaccuracy may be determined to have existed. If at any time a meter shall fail to register or its registration should be so erratic as to be meaningless, the estimated correct registration for billing purposes shall be based upon the best obtainable data.

ARTICLE 2. WHEELING

2.1 SERVICE BY AND PAYMENT TO MOON LAKE FOR TRANSMISSION WHEELING SERVICE TO VICINITY OF HANNA, UTAH

2.1.1 Company shall deliver power and energy to Deseret Generation and Transmission Cooperative as specified in Section 13, 9 of the UPALCO Interconnection Agreement entered into by Company and Deseret and dated February 7, 1983. Moon Lake shall, simultaneously with the delivery of power and energy by Deseret to the Moon Lake 138 kV UPALCO transformer bus pursuant to the above-described UPALCO Interconnection Agreement, deliver an equivalent amount of power and energy, less transmission and transformation losses, to Company as described in Section 2.1.2 below.

2.1.2 As a basis for payment to Moon Lake for wheeling service, the kW meter readings at Company's loads near Hanna and Tabiona, as metered at 4.16 kV, shall be multiplied by 1.0231 (see Exhibit 3) to compensate for line losses from the 69 kV side of the UPALCO transformer bus at the UPALCO Substation to the Company's substations, and transformation losses for the transformer at each substation.

2.1.3 Company agrees to pay Moon Lake for transmission wheeling service provided from the UPALCO 69 kV bus (including one (1) UPALCO 69 kV line breaker) to Company's substations near Hanna and Tabiona, pursuant to the provisions of the Federal Power Act,

for monthly payment according to Exhibit 1 and its changes from time to time (listed as item E on Exhibit 1 of this Agreement).

Payment for transformation services at the UPALCO Substation from 138 to 69 kV shall be as set forth in Article 1, Facilities Rental, Section 1.1 of this Agreement.

2.1.4 Not less than twenty-six (26) months prior to the beginning of each next succeeding year, for which service is being requested, Company shall notify Moon Lake in writing of Company's estimated combined requirements, if any, for transmission wheeling services under this Article 1 for each succeeding year. Within sixty (60) days after such notice shall be given by Company, Moon Lake shall notify Company in writing if Moon Lake will not make capacity in such Facilities available to Company. An election by Moon Lake not to supply such transmission wheeling services for such year shall constitute a termination of this Agreement effective as of the beginning of such year. Lack of response by Moon Lake to Company's notice of estimated combined requirements for transmission wheeling service shall constitute consent on the part of Moon Lake.

2.2 WHEELING GENERAL PROVISIONS

2.2.1 Should outage of transformation facilities at UPALCO Substation affect delivery of power and energy to Company, Moon Lake shall assist Company with the restoration of power to the extent that it may be able to do so, in its own exclusive determination, and in accordance with the aforementioned Article 1, Facilities Rental, in this agreement. Any energy, including transformation and transmission losses, furnished by Moon Lake to Company during such emergency shall be returned by Company, kilowatt-hour for kilowatt-hour at subsequent times agreeable to the Parties.

2.2.2. Company shall use its 15-minute or thirty-minute integrating demand and energy meter at its Hanna and Tabiona, Utah loads for the purpose of determining kilowatt-hour and kilowatt quantities for determination of proper billing quantities for transmission wheeling service and use of transformer capacity in UPALCO Substation pursuant to Article II, Wheeling, Section 2.1, subsection 2.2.2 hereof.

2.2.3 Billings for amounts due hereunder shall be rendered by Party to whom such net amounts are due and payment shall be made within thirty (30) days after receipt of such billing.

2.2.4 Metering equipment owned by either Party, the registrations of which are involved in settlements for transactions hereunder, shall be inspected and tested as provided in Article 1, Facilities Rental, of this Agreement.

2.2.5 Nothing contained herein shall be construed as affecting in any way the right of the Party furnishing service under this rate schedule to unilaterally make application to the Federal Energy Regulatory Commission for a change in rates under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

2.3 SERVICE BY AND PAYMENT TO COMPANY FOR TRANSMISSION WHEELING SERVICE TO MOON LAKE'S PLEASANT VALLEY SUBSTATION

2.3.1 Moon Lake shall deliver power and energy to Company and Company shall accept power and energy from Moon Lake at the Myton line 69 kV oil circuit breaker (OCB), and Company shall simultaneously deliver an equivalent amount of power and energy, less losses as specified in Section 2.3.2 below, to Moon Lake's 69/12.47 kV Pleasant Valley Substation.

2.3.2 Moon Lake agrees to pay Company monthly for transmission wheeling services, provided from the Myton line 69 kV OCB at the

UPALCO Substation to Moon Lake's 69/12.47 kV Pleasant Valley Substation, pursuant to the provisions of the Federal Power Act, for a monthly payment according to Exhibit 2 and its anticipated annual changes (listed as item A on Exhibit 2 of this Agreement).

2.3.3 Not less than twenty-six (26) months prior to the beginning of each next succeeding year for which service is being requested, Moon Lake shall notify Company in writing of Moon Lake's estimated combined requirements, if any, for transmission wheeling service under this Article 2, Section 2.3 for each succeeding year. Within sixty (60) days after such notice shall be given by Moon Lake, Company shall notify Moon Lake in writing if Company will not make capacity in such facilities available to Moon Lake. An election by Company not to supply such transmission wheeling service for such year shall constitute a termination of this Agreement effective as of the beginning of such year. Lack of response by Company to Moon Lake's notice of estimated combined requirements for transmission wheeling service shall constitute consent on the part of Company.

ARTICLE 3. BILLING

3.1 A written summary net billing for facilities rental and wheeling charges, as set-forth in this Agreement, shall be prepared monthly by Company. Metered quantities, billing units, and calculations shall be shown for each Party's portion.

3.2 A summary of billing amounts due each Party to this Agreement shall be shown with a net amount indicated and responsible Party identified.

3.3 The net billing amount shall be due and payable by the responsible Party within thirty (30) days after receipt of such billing.

ARTICLE 4. FORCE MAJEURE

4.1 The parties agree that all covenants and conditions contained in this Agreement shall be subject to force majeure and shall be contingent upon strikes, accidents, acts of God, weather conditions, restrictions, regulation, actions or inactions of any Government or governmental agency, whether state or federal.

ARTICLE 5. REGULATORY APPROVAL

5.1 Should any regulatory authority having jurisdiction deny the necessary approvals, refuse to accept this Agreement for filing, or order changes which are not acceptable by either Party, and the Parties are unable to re-negotiate the Agreement in a manner acceptable to the Parties and to all regulatory authorities, then this Agreement shall terminate without further liability or obligation to either party, provided, however, that such termination shall not affect any obligation of other party to pay for services rendered prior to termination.

ARTICLE 6. GENERAL

6.1 This Agreement shall be binding on the successor in interest or assigns of the Parties.

6.2 This Agreement may be amended from time to time by mutual agreement of the parties hereto to provide for transmission wheeling service by Moon Lake for Company to additional delivery points in the area.

ARTICLE 7. MONTHLY FACILITIES COST

7.1 Monthly Facilities Cost, as used herein, shall be defined as the capitalized original cost of the respective facilities plus capitalized improvements to the same which are of benefit to both Parties hereto, multiplied by the respective Owner's annual carrying charge divided by twelve. Such figures may vary and may be recalculated from time to time, with results of calculations being shared between Parties, per Exhibit 1 and Exhibit 2 and their revisions which upon acknowledgement

and agreement in writing, will be made a part of this Agreement by reference.

ARTICLE 8. LOSS FACTOR REVISIONS

8.1 Loss factors herein, which are used as multipliers to correct metered quantities to account for line or transformation losses, may be reviewed periodically as deemed appropriate by either Party to this Agreement based upon changes in load or equipment, and may be revised to represent actual conditions, by written notice and agreed to by acknowledgement. The basis for such revisions shall be detailed and shall include data and calculations described in Exhibit 3, attached hereto and made a part of this Agreement. Revised loss factors shall become effective when mutually accepted by both Parties, as evidenced in writing signed by both Parties. Neither Party shall unreasonably withhold acceptance of the revised loss factors, and both Parties shall exercise good faith in the review and revision of loss factor.

ARTICLE 9. DISPUTE MEDIATION

9.1 If either Party feels aggrieved by action taken by the other Party pursuant to the Agreement, and if the Parties cannot agree on a solution, either Party may demand to have its grievance submitted to a mediator for resolution.

9.2 Upon mutual agreement of the Parties, a mediator may be used to resolve other disputes arising under this Agreement.

9.3 The mediator shall be appointed as soon as possible by both Parties but in no event later than 10 days after a demand by either Party for the appointment of a mediator. If the Parties are unable to agree on the appointment of a mediator, then either Party may immediately apply to the Chief Judge of the United States District Court for the District of Utah for the appointment of a mediator.

9.4 If no resolution is reached within ten (10) days of appointment of the mediator, then the Parties are free to pursue any other remedy available to them at law or equity.

ARTICLE 10. EFFECTIVE DATE AND TERM

10.1 This Agreement shall become effective the later of (i) the date of execution of this Agreement by both Parties or (ii) the effective date established upon acceptance for filing by the Federal Energy Regulatory Commission (FERC) in accordance with Article 5, Regulatory Approval.

10.2 In addition to the termination provision heretofore set forth in Article 1, Facilities Rental, Section 1.1, subsection 1.1.1 and Article 2, Wheeling, Section 2.2.4, either party may terminate this Agreement effective at any time after the initial three-year period by giving two years' notice to the other in writing.

ARTICLE 11. 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 WHERE OF, the Parties hereto have caused this Agreement to be duly executed on the day and year first above written.

PACIFICORP

MOON LAKE ELECTRIC ASSOCIATION, INC.

By: /s/ Rick Vail

By: s/ Grant J. Earl

Name: Rick Vail
(print name)

Name: Grant J. Earl
(print name)

Title: VP Transmission

Title: General Manager/CEO

Date: 7/16/20

Date: 7/15/20

EXHIBIT 1

Carrying Charge Factors

The following components: (1) are used for computing annual costs based upon facilities book value, and (2) have been provided by Moon Lake as its factors for determining the annual cost of facilities:

	For 1993
1. Property Tax	0.680%
2. Interest (Imbedded)	5.300%
3. Depreciation	2.750%
4. Transmission O & M	2.428%
5. Administrative and General	2.177%
6. Margins	<u>1.795%</u>
Annual Carrying Charge	15.130%

Upalco Substation Facilities Rental Calculation Pursuant to Article 1

Total Investment at Original Book Value \$806,796

Includes 2 - 20/37.5 MVA autotransformers, tie breakers, line breakers, circuit switches, bus, switches, metering, control panels, structures, batteries, fence, gravel, property, etc. Excludes supervisory control equipment.

UPALCO 69 kV Bay and Breaker (each)

Structure and Buswork	\$18,408	
OCB	\$18,764	
Switches, C.T.'s, Coupling Capacitor	\$21,776	
Relay Panel, Control Wiring, Portion of Building and Batteries	<u>\$8,890</u>	
	\$67,838	(A)

Original Book Value for UPALCO Substation
Less 69 kV Bays and Breakers

$\$806,796 - 3(67,838) = \$603,282$ (B)

Annual Cost for 69 kV Bay and Breaker (A above) to be applied as the basis for rental for the Myton Line Breaker in this Agreement (See Article 1, Section 1.1.1.2 of Agreement).

$= \$67,838 * 0.15130$
 $= \$10,264$ Annually = \$855 monthly (C)

Annual Cost to be applied as the basis for rental for UPALCO Substation Facilities in this Agreement (B above) (See Article 1, Section 1.1.1.1 of Agreement).

$= \$603,282 * 0.15130$
 $= \$91,277$ Annually = \$7.606 monthly (D)

Calculation of PacifiCorp's Share of Costs of Moon Lake Electric's Facilities Involved in Transmission Wheeling to PacifiCorp Wolf Creek and Tabiona Loads Pursuant to Article 2.

Calculation of the utilization of 69 kV Lines and the utilization cost for PacifiCorp is based upon the Average Monthly Non-coincidental Peak Load on Facilities (based on 2012 loads) as shown below. Attached is a tabulation of Loads used in the calculation (See Article 2, Section 2.1.3 of Agreement).

69 kV Breaker and Line Sections	Miles	Original Book Cost, \$	Annual Cost, \$	Percent Utilization By PacifiCorp	PacifiCorp's Share of Annual Cost, \$
1. UPALCO OCB & Bay		67,838	10,264	8.2	\$842
2. Duch-Upalco & Duch Term	13.2	539,237	81,586	8.2	\$6,690
3. Strawberry Line OCB & Bay		15,572	2,356	15.6	\$368
4. Duch-Rabbit Gulch	11.0	3,526,970	533,631	15.6	\$83,246
5. Rabbit Gulch- Tabby Tap	8.7	139,430	21,096	28.3	\$5,970
6. Tabby Tap - Tabiona	9.5	206,972	31,315	53.6	\$16,785
7. Tabiona - Hanna	4.1	89,325	13,515	67.5	\$9,123
			\$693,763		\$123,024

Wheeling charge for PacifiCorp Wolf Creek and Tabiona Loads are as follows:

$$\frac{\$123,024/\text{Year}}{12 \text{ Month}/\text{Year}} = \$10,252/\text{Month} \quad (\text{E})$$

2012 SUBSTATION LOADING FOR USE IN PACIFICORP-MOON LAKE ELECTRIC WHEELING AGREEMENT

NON-COINCIDENTAL PEAKS, KW

MONTH	DUCHESNE	TALMAGE	HANNA	TABIONA	PACIFICORP TABIONA	PACIFICORP WOLF CREEK	RABBIT GULCH	FRUITLAND	STRAWBERRY	SUM OF NON-COINCIDENTAL PEAKS UPALCO-DUCH LINE
JANUARY	6,277	1,434	758	500*	0	919	3400*	1,070	650*	15,008
FEBRUARY	5,820	1,257	855	450*	0	1,182	3,450	1,018	677	14,709
MARCH	5,612	1,226	705	450*	0	1,182	3,492	696	647	14,283
APRIL	5,653	1,024	630	450*	0	1,156	3,481	893	670*	13,957
MAY	5,097	966	596	400*	0	1,287	3,471	1,185	716	13,718
JUNE	5,929	1,018	552	500*	0	1,221	3,939	758	640*	14,557
JULY	5,731	1,039	257	500*	0	1,300	3,242	1,223	469	13,761
AUGUST	6,194	914	230	475*	0	1,340	3,138	1,244	663	14,198
SEPTEMBER	5,544	894	200	450*	0	1,326	3,149	1,995	640	14,198
OCTOBER	6,110	1,044	630	500*	0	1,182	3,232	2,021	738	15,457
NOVEMBER	6,547	1,126	815	500*	0	1,340	4,063	2,827	663	17,881
DECEMBER	7,264	1,335*	815	450*	0	1,226	4,115	1,344	700*	17,249
TOTAL	71,778	13,277	7,043	5,625	0	14,661	42,172	16,547	7,873	178,976
AVERAGE	5,982	1,106	587	469	0	1,222	3,514	1,379	656	14,915
SUM OF TWELVE MONTHS AVERAGE PF NCD PEAKS FOR VARIOUS LINE SECTIONS								SUM OF LOADS (AVERAGE)	PACIFICORP LOAD	PACIFICORP %
DUCHESNE-UPALCO LINE (ALL SUBSTATION LOADS SHOWN)								1,4915	1,222	8.2%
HANNA, TABIONA, PACIFICORP TABIONA, PACIFICORP WOLF CREEK, RABBIT GULCH, FRUITLAND, STRAWBERRY								7,827	1,222	15.6%
HANNA, TABIONA, PACIFICORP TABIONA, PACIFICORP WOLF CREEK, FRUITLAND, STRAWBERRY								4,312	1,222	28.3%
HANNA, TABIONA, PACIFICORP TABIONA, PACIFICORP WOLF CREEK								2,277	1,222	53.6%
HANNA, PACIFICORP WOLF CREEK								1,809	1,222	67.5%
*ESTIMATED										

EXHIBIT 2

Data shown below is used in determining costs associated with use of PacifiCorp's Myton Line. This revised Exhibit 2 shall remain effective until amended under provisions of the Agreement.

1. Annual fixed charge rate = 18.871%¹
2. Book value for Myton Line = \$256,457.87
3. Annual cost for the 69 kV Myton transmission line:
$$\begin{aligned} \$256,457.87 \times 18.871\% &= \$48,396.17/\text{yr} \\ &= \$4,033.01/\text{mo} \end{aligned}$$
4. Utilization of PacifiCorp's 69 kV Myton Line by Moon Lake:
$$\begin{aligned} \text{Moon Lake's NCP total 2012}^2 &= 38,252 \text{ kW} \\ \text{PacifiCorp's NCP total 2012}^3 &= \frac{52,420 \text{ kW}}{90,672 \text{ kW}} \end{aligned}$$

Moon Lake utilization = 42.2%
5. Moon Lake's cost for use of PacifiCorp's 69 kV Myton Line:
$$\begin{aligned} \$48,396.17/\text{yr} \times 42.2\% &= \$20,423/\text{yr} \\ &= 1702/\text{mo} \end{aligned}$$

¹ Annual Fixed Charge Rate accepted by the Commission on July 20, 1993 under Docket No. ER93-538-000.

² Pleasant Valley Substation

³ Myton and Pariette Substations

EXHIBIT 3

LOSS STUDY

Line and Transformation Loss Study Results from Company calculations.

UPALCO - Myton 69 kV line: 8.99 miles
R = 5.0334 ohms

1987 Summer Peak Load: Pleasant Valley - 1048 kW
Myton = 983 kW
2

Line losses: $P = (2046 / 69) \times 5.0334 = 4426.5 \text{ W}$

Myton Transformer Loss:

Core loss = 9568 W

Load Loss = $32.384 (983 / 5000)^2 = 1252 \text{ W}$

Total Losses (Company):

Line loss (938 / 2046) x 4426.5	= 2126.47 W
Core loss	= 9568 W
Load loss	= 1252 W
	<u>12944.47 W</u>

MYTON

LOSS FACTOR: $(983 \div 12.94447) / 983 = \underline{1.01316}$

UPALCO - Wolf Creek 69 kV line impedance data:

UPALCO-Duchesne:	13.59 mi.	795 MCM ACSR	1.5900 OHMS
Duchesne-Rabbit Gulch:	9.21 mi.	266.8 MCM ACSR	3.2419 OHMS
Rabbit Gulch-Tabby Tap:	13.2 mi.	266.8 MCM ACSR	4.6464 OHMS
Tabby Tab-Tabiona:	9.56 mi.	266.8 MCM ACSR	3.3651 OHMS
Tabiona-Wolf Creek:	4.48 mi.	4/0 ACSR	1.9914 OHMS

Line Section Loading:

UPALCO-Duchesne:	1750	6694	20.7
Duchesne-Rabbit Gulch:	1750	2599	40.2
Rabbit Gulch-Tabby Tap:	1750	1245	58.4
Tabby Tab-Tabiona:	1750	750	70.0
Tabiona - Wolf Creek:	1674	271	86.1

Line Losses:

UPALCO-Duchesne:	$(8444 / 69)^2 \times (1.5900) = 23,812 \text{ W}$
Duchesne-Rabbit Gulch:	$(4349 / 69)^2 \times (3.2419) = 12,879 \text{ W}$
Rabbit Gulch-Tabby Tap:	$(2995 / 69)^2 \times (4.6464) = 8,754 \text{ W}$
Tabby Tab-Tabiona:	$(2500 / 69)^2 \times (3.3654) = 4,418 \text{ W}$
Tabiona - Wolf Creek:	$(1945 / 69)^2 \times (1.9914) = 1,582 \text{ W}$
	<hr/> Total Line Losses = 52,445 W

Line Losses (Company):

UPALCO-Duchesne:	$= 23,812 \text{ W} \times .2070 = 4,929 \text{ W}$
Duchesne-Rabbit Gulch:	$= 12,879 \text{ W} \times .4024 = 5,183 \text{ W}$
Rabbit Gulch-Tabby Tap:	$= 8,754 \text{ W} \times .5843 = 5,115 \text{ W}$
Tabby Tab-Tabiona:	$= 4,418 \text{ W} \times .7000 = 5,093 \text{ W}$
Tabiona - Wolf Creek:	$= 1,582 \text{ W} \times .8607 = 1,361 \text{ W}$
	<hr/> Total Company Line Losses = 19,681 W

Wolf Creek Transformer Loss Data:

Core Loss - 8,650 W
Load Loss = $34,685 (1674 / 5000)^2 = 3,888 \text{ W}$

Tabiona Transformer Loss Data:

Core Loss - 8,146 W
Load Loss = $23,201 (76 / 3750)^2 = 2,156 \text{ W}$

Total Company LOSSES:	Line Loss - 19,681 W
	Transformer Losses = 20,724 W
	<hr/> 40,405 W

TABIONA OR WOLF CREEK LOSS FACTOR:

$(1750 \div 40.405) / 1750 = 1.0231$

Exhibit 4

Wheeling Service to PacifiCorp Customers
By
Moon Lake Electric Association

This Exhibit sets forth the service and billing requirements for wheeling and transformation service provided by Moon Lake to PacifiCorp customers.

<u>Customer</u>	<u>Location</u>	<u>Rate</u>	<u>Loss Multiplier</u>
Superior Well	Commercial Account at 4368 East 4700 South (703016165001)	\$2.91/kW/mo	1.05
Superior Well #2	Commercial Account at 4368 East 4700 South (703016165003)	\$2.91/kW/mo	1.05
Michael Hansen	Residence located at 3824 East 4250 South (665432068001)	\$2.91/kW/mo	1.05
Sam Beasley Jr.	Residence Located at 3541 East Hwy 40(2 meters) (052810811001) (052810811002)	\$2.91/kW/mo	1.05
Crystal Elliott	Residence Located at 4136 East Hwy 40 (663534404002)	\$2.91/kW/mo	1.05
Brent Jackson	Residence Located at 3184 East 5300 South (855255859001 & Meter TBD)	\$2.91/kW/mo	1.05
Connie Hart	Residence Located at 7200 South 3500 East (45396345001)	\$2.91/kW/mo	1.05
Connie Hart	Residence located at 7000 East 1500 South (170745726001)	\$2.91/kW/mo	1.05
George Miller	Residence Located at 4100 South 3900 East (100 Watt Security Light/36 KWH/Mo Usage)	30 cents per month (applied using 50% load factor)	
JWT Development LLC	3250 East 4125 South (71738804001)	\$2.91/kW/mo	1.05

Accounts South of Primary Metering Sourced from Fiddler

<u>Customer</u>	<u>Location</u>	<u>Rate</u>	<u>Multiplier</u>
Boundary Meter (North of Fidler Compressor Station)	Primary (25 kV) metering set located on the Moon Lake- PacifiCorp Service Area boundary approx. 0.25 mile south of Four Corners in Township 9 South, Range 22 East, Section 5, Salt Lake Base Meridian, Uintah County, Utah (Meter M77206)	\$6.55/kW/mo	1.028

Contact Information:

Moon Lake
Patrick Corun
800 West US Hwy 40
Roosevelt, Utah 84066

PacifiCorp

PacifiCorp Transmission
825 NE Multnomah, Suite 1600
Portland, OR 97232

APPENDIX A
DESCRIPTION OF RENTAL FACILITIES

- Item 1. Two (2) auto transformers, 138 to 69 kV, 20/37.5 MVA each with associated circuit switchers, switches, secondary OCB's, lightning arresters, buswork and other protective and associated equipment. This excludes 69 kV line OCB's, known as the Myton line OCB and the Ioka line OCB, their exclusive buswork, and associated facilities.
- Item 2. One 69 kV oil circuit breaker, together with one 69 kV, 600 amp air type bypass switch, one 69 kV grounding switch, two 69 kV disconnecting switches, three 69 kV lightning arresters, one coupling capacitor, one 69 kV metering set together with watt-hour demand meter, protective relaying equipment, and associated equipment known as the Myton line 69 kV OCB.

~~THIRD~~FOURTH AMENDED AND RESTATED FACILITIES RENTAL AND
WHEELING AGREEMENT
BETWEEN
PACIFICORP
AND
MOON LAKE ELECTRIC ASSOCIATION

This ~~Third~~Fourth Amended and Restated Facilities Rental and Wheeling Agreement, made this 16th day of ~~October, 2013,~~ July, 2020, hereinafter referred to as "Agreement", by and between MOON LAKE ELECTRIC ASSOCIATION, INC., a corporation in the State of Utah, hereinafter referred to as "Moon Lake," and PACIFICORP, an Oregon corporation, hereinafter referred to as "Company". Moon Lake and Company are sometimes referred to hereinafter individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, the Parties have previously entered into four (4) Agreements: 1) "Amendment of Agreements" dated November 20, 1989 2) "UPALCO Facilities Operating Agreement dated November 20, 1989; 3) "Facilities Rental Agreement" dated November 17, 1971 and 4) "Wheeling Agreement" dated April 24, 1974. These Agreements provided for the interconnection of Moon Lake and Company facilities at the UPALCO Substation near Myton, Utah; provided for operation of such facilities; and provided for certain wheeling of power and energy by Moon Lake; and

WHEREAS, Company and Deseret Generation and Transmission Cooperative (Deseret) have entered into a certain Agreement, the "UPALCO Interconnection Agreement" dated February 7, 1983, providing for the revision of Company's facilities at UPALCO, such that Company and Moon Lake will no longer be directly interconnected at 138 kV at UPALCO; and

WHEREAS, Company is an electric public utility engaged in the generation, transmission and distribution of electric energy in the State of Utah; and

WHEREAS, Moon Lake is an electric public utility presently serving consumers in certain areas of Uintah, Duchesne, Daggett, and Wasatch Counties of the State of Utah as well as consumers in the State of Colorado; and

WHEREAS, Moon Lake has installed and owns certain electrical equipment, including two (2) 138/69 kV transformers, breakers and appurtenant facilities all of which comprise a substation called "UPALCO Substation" tapping Company's 138 kV Carbon-Ashley transmission line; and

WHEREAS, Moon Lake has constructed and owns a 69 kV transmission line from UPALCO Substation to the vicinity of Hanna, Utah, with surplus capacity available for wheeling power and energy for Company loads at Hanna and Tabiona, Utah, and any other such loads of either party that may develop that can reasonably be served over existing and/or new facilities of either party and agreed upon between the parties in the area; and

WHEREAS, Company owns and operates 69/4.16 kV substations in the vicinity of Hanna, Utah, and Tabiona, Utah, adjacent to Moon Lake's 69 kV transmission line to serve load with power and energy supplied by Company through Moon Lake's UPALCO Substation and wheeled over Moon Lake's 69 kV transmission line and extension described above; and

WHEREAS, Company desires and Moon Lake is willing to provide additional transformation capacity at UPALCO Substation and transmission wheeling service from Company in delivering power and energy to Company's loads in the vicinity of Hanna, and Tabiona, Utah; and such other possible company loads as Moon Lake may agree to provide needed wheeling service from excess transformation and transmission capacity; and

WHEREAS, Moon Lake and Company entered into the UPALCO Facilities Operating Agreement dated November 20, 1989, whereby the operation and maintenance of the Company's 138 kV tapping facilities and Moon Lake's UPALCO Substation and charges therefore are set forth; and

WHEREAS, Company owns and operates a 69 kV transmission line from UPALCO Substation to the vicinity of Myton, Utah, supplied through surplus capacity

as hereinafter provided, or until Company installs its own substation facilities; and

WHEREAS, the Parties combined the terms of the previously entered agreements, Amendment of Agreements, Facilities Rental Agreement and the Wheeling Agreement into a single agreement, dated December 12, 2008, the "Amended and Restated Facilities Rental and Wheeling Agreement"; and

WHEREAS, the Parties agree to amend certain exhibits in this Third Amended and Restated Facilities Rental and Wheeling Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

ARTICLE 1. FACILITIES RENTAL

1.1 Moon Lake's UPALCO SUBSTATION

1.1.1 Moon Lake grants to Company, for a term to begin as provided in this paragraph (1.1.1), the following rights:

1.1.1.1 "Use of transformation capacity in Moon Lake's UPALCO Substation Facilities (listed on Exhibit "1" of this Agreement) for which the Company shall pay per month according to the following formula:

$$\frac{\text{(Monthly Facility Cost)} \quad \text{(multiplied by)} \quad \text{(Prior Year's 12 Month sum of the Company's NCP loads served through UPALCO's Transformations, kW)}}{\text{(Prior Year's 12 Month sum of the NCP loads served through UPALCO's transformation, kW)}}$$

where the "Prior Year's 12 Month Sum of Company's NCP loads served through UPALCO's transformation, kW" shall be defined as the sum of the non-coincidental 15-minute monthly peak loads for the just completed calendar year for Company's

Myton, Wolf Creek, and Tabiona substations after adjustment for losses (to refer loads to the 69 kV UPALCO substation bus from their metering points on the low-voltage buses at the respective substations above). The loss multiplier for the Myton load is 1.01316 and the loss multiplier for Wolf Creek and Tabiona loads is 1.0231. Loss multipliers are defined in Exhibit 3 hereof as may be modified from time to time. The "Prior Year's 12 Month Sum of the NCP loads served through UPALCO's transformation, kW" shall be defined as the sum of the non-coincidental 15-minute monthly peak loads for the just completed calendar year served through UPALCO substation's transformation. The "Monthly Facility Cost" shall be defined in Exhibit 1 as may be modified from time to time (listed as Item D on Exhibit 1).

Not less than twenty-six (26) months prior to the beginning of each next succeeding year, for which service is being requested, Company shall notify Moon Lake in writing of Company's estimated requirements, if any, for transformation service under this Section I for each succeeding year. Within sixty (60) days after such notice shall be given by Company, Moon Lake shall notify Company in writing if Moon Lake will not make capacity in such Facilities available to Company. An election by Moon Lake not to supply such transformation service for such year shall constitute a termination of this Agreement effective as of the beginning of such year. Lack of response by Moon Lake to Company's notice of estimated combined requirements for transformation service shall constitute consent on the part of Moon Lake."

1.1.1.2 The use of Moon Lake's 69,000 volt Myton oil circuit breaker listed on Exhibit 1 of this Agreement together with disconnecting switches, relays, grounding devices and other necessary appurtenances, at Moon Lake's UPALCO Substation

connected to Company's 69,000 volt Myton line, for a monthly payment according to the following formula:

$$\frac{\text{(Monthly Facility Cost)} \quad \text{(multiplied by)}}{\text{(Prior Year's 12 Month sum of the NPC Myton Sub, kW)}} \quad \text{(Prior Year's 12 Month sum of the NCP Myton Sub \& Pleasant Valley Sub, kW)}$$

where the "Prior year's 12 Month sum of NCP Myton sub, kW" shall be defined as the sum of the non-coincidental 15-minute peak loads for the just completed calendar year for the Company's Myton substation. The "Prior year's 12 Month sum of the NCP Myton sub and Pleasant Valley sub, kW" shall be defined as the sum of the non-coincidental 15-minute peak loads for the just completed calendar year for the Myton substation and the Pleasant Valley substation. The "Monthly Facility Cost" shall be defined in Exhibit 1 as may be modified from time to time (listed as Item C on Exhibit 1).

1.1.2 Upon completion of the facility changes anticipated by Company and Deseret Generation and Transmission Cooperative (Deseret), as described in the UPALCO Interconnection Agreement, entered into by Company and Deseret and dated February 7, 1983, Company shall remove all Company-owned and Company-installed control and communications equipment used to operate Moon Lake's 138 and 69 kV Substation equipment excepting the equipment used to control the 69 kV Myton breaker. Moon Lake will, without cost to Company, continue to allow Company to use Moon Lake's present control house space for control and communications equipment used by Company for the operation of Moon Lake's 69 kV Myton breaker. Moon Lake hereby grants to Company ingress and egress at any time Company deems necessary to Company's equipment in Moon Lake's UPALCO Substation for any purpose related to Company's operations

including, but not limited to, inspection, operation and maintenance of said equipment.

1.2 FACILITIES RENTAL GENERAL PROVISION

1.2.1 Should outage of transformation facilities at UPALCO Substation affect delivery of power and energy to Company, then it is mutually agreed that Moon Lake will assist Company in times of such emergency to the extent that it may be able to do so, in its own exclusive determination, and in accordance with the aforementioned UPALCO Facilities Operating Agreement dated November 20, 1989, Section 5. Any energy furnished by Moon Lake to Company during such emergency shall be returned by Company, kilowatt-hour for kilowatt-hour at Vernal at subsequent times agreeable to the Parties.

1.2.2 Moon Lake shall, at its expense, be obligated within a reasonable time to add such transformer cooling equipment: i.e., fans as may be required by the combined loads of Moon Lake and Company up to the full ultimate capacity of the transformer.

1.2.3 Metering of quantities as a basis for billing and the payment of such bill shall be as specified in Article 2, Wheeling, of this Agreement

1.2.4 Metering equipment owned by either Party, the registrations of which are involved in settlements for transactions hereunder, shall be inspected and tested by the owner at annual intervals or at such reasonable shorter intervals as may be requested by either Party, and any inaccuracy disclosed by such tests shall be corrected promptly by the owner. Additional inspections and tests at particular installations shall be made by the owner upon request of the other party. Representatives of the non-owning Party shall be afforded opportunity to be present at all official inspections and test. If at any test a meter shall be found to be inaccurate by more than two percent, fast or slow, an adjustment

shall be made in settlements between parties to compensate for the effect of such inaccuracy over a preceding period extending to the second preceding meter reading or over such shorter period as the inaccuracy may be determined to have existed. If at any time a meter shall fail to register or its registration should be so erratic as to be meaningless, the estimated correct registration for billing purposes shall be based upon the best obtainable data.

ARTICLE 2. WHEELING

2.1 SERVICE BY AND PAYMENT TO MOON LAKE FOR TRANSMISSION WHEELING SERVICE TO VICINITY OF HANNA, UTAH

2.1.1 Company shall deliver power and energy to Deseret Generation and Transmission Cooperative as specified in Section 13, 9 of the UPALCO Interconnection Agreement entered into by Company and Deseret and dated February 7, 1983. Moon Lake shall, simultaneously with the delivery of power and energy by Deseret to the Moon Lake 138 kV UPALCO transformer bus pursuant to the above-described UPALCO Interconnection Agreement, deliver an equivalent amount of power and energy, less transmission and transformation losses, to Company as described in Section 2.1.2 below.

2.1.2 As a basis for payment to Moon Lake for wheeling service, the kW meter readings at Company's loads near Hanna and Tabiona, as metered at 4.16 kV, shall be multiplied by 1.0231 (see Exhibit 3) to compensate for line losses from the 69 kV side of the UPALCO transformer bus at the UPALCO Substation to the Company's substations, and transformation losses for the transformer at each substation.

2.1.3 Company agrees to pay Moon Lake for transmission wheeling service provided from the UPALCO 69 kV bus (including one (1) UPALCO 69 kV line breaker) to Company's substations near Hanna and Tabiona, pursuant to the provisions of the Federal Power Act, for

monthly payment according to Exhibit 1 and its changes from time to time (listed as item E on Exhibit 1 of this Agreement).

Payment for transformation services at the UPALCO Substation from 138 to 69 kV shall be as set forth in Article 1, Facilities Rental, Section 1.1 of this Agreement.

2.1.4 Not less than twenty-six (26) months prior to the beginning of each next succeeding year, for which service is being requested, Company shall notify Moon Lake in writing of Company's estimated combined requirements, if any, for transmission wheeling services under this Article 1 for each succeeding year. Within sixty (60) days after such notice shall be given by Company, Moon Lake shall notify Company in writing if Moon Lake will not make capacity in such Facilities available to Company. An election by Moon Lake not to supply such transmission wheeling services for such year shall constitute a termination of this Agreement effective as of the beginning of such year. Lack of response by Moon Lake to Company's notice of estimated combined requirements for transmission wheeling service shall constitute consent on the part of Moon Lake.

2.2 WHEELING GENERAL PROVISIONS

2.2.1 Should outage of transformation facilities at UPALCO Substation affect delivery of power and energy to Company, Moon Lake shall assist Company with the restoration of power to the extent that it may be able to do so, in its own exclusive determination, and in accordance with the aforementioned Article 1, Facilities Rental, in this agreement. Any energy, including transformation and transmission losses, furnished by Moon Lake to Company during such emergency shall be returned by Company, kilowatt-hour for kilowatt-hour at subsequent times agreeable to the Parties.

2.2.2. Company shall use its 15-minute or thirty-minute integrating demand and energy meter at its Hanna and Tabiona, Utah loads for the purpose of determining kilowatt-hour and kilowatt quantities for determination of proper billing quantities for transmission wheeling service and use of transformer capacity in UPALCO Substation pursuant to Article II, Wheeling, Section 2.1, subsection 2.2.2 hereof.

2.2.3 Billings for amounts due hereunder shall be rendered by Party to whom such net amounts are due and payment shall be made within thirty (30) days after receipt of such billing.

2.2.4 Metering equipment owned by either Party, the registrations of which are involved in settlements for transactions hereunder, shall be inspected and tested as provided in Article 1, Facilities Rental, of this Agreement.

2.2.5 Nothing contained herein shall be construed as affecting in any way the right of the Party furnishing service under this rate schedule to unilaterally make application to the Federal Energy Regulatory Commission for a change in rates under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

2.3 SERVICE BY AND PAYMENT TO COMPANY FOR TRANSMISSION WHEELING SERVICE TO MOON LAKE'S PLEASANT VALLEY SUBSTATION

2.3.1 Moon Lake shall deliver power and energy to Company and Company shall accept power and energy from Moon Lake at the Myton line 69 kV oil circuit breaker (OCB), and Company shall simultaneously deliver an equivalent amount of power and energy, less losses as specified in Section 2.3.2 below, to Moon Lake's 69/12.47 kV Pleasant Valley Substation.

2.3.2 Moon Lake agrees to pay Company monthly for transmission wheeling services, provided from the Myton line 69 kV OCB at the UPALCO Substation to Moon Lake's 69/12.47 kV Pleasant Valley Substation, pursuant to the provisions of the Federal Power Act, for a monthly payment according to Exhibit 2 and its anticipated annual changes (listed as item A on Exhibit 2 of this Agreement).

2.3.3 Not less than twenty-six (26) months prior to the beginning of each next succeeding year for which service is being requested, Moon Lake shall notify Company in writing of Moon Lake's estimated combined requirements, if any, for transmission wheeling service under this Article 2, Section 2.3 for each succeeding year. Within sixty (60) days after such notice shall be given by Moon Lake, Company shall notify Moon Lake in writing if Company will not make capacity in such facilities available to Moon Lake. An election by Company not to supply such transmission wheeling service for such year shall constitute a termination of this Agreement effective as of the beginning of such year. Lack of response by Company to Moon Lake's notice of estimated combined requirements for transmission wheeling service shall constitute consent on the part of Company.

ARTICLE 3. BILLING

3.1 A written summary net billing for facilities rental and wheeling charges, as set-forth in this Agreement, shall be prepared monthly by Company. Metered quantities, billing units, and calculations shall be shown for each Party's portion.

3.2 A summary of billing amounts due each Party to this Agreement shall be shown with a net amount indicated and responsible Party identified.

3.3 The net billing amount shall be due and payable by the responsible Party within thirty (30) days after receipt of such billing.

ARTICLE 4. FORCE MAJEURE

4.1 The parties agree that all covenants and conditions contained in this Agreement shall be subject to force majeure and shall be contingent upon strikes, accidents, acts of God, weather conditions, restrictions, regulation, actions or inactions of any Government or governmental agency, whether state or federal.

ARTICLE 5. REGULATORY APPROVAL

5.1 Should any regulatory authority having jurisdiction deny the necessary approvals, refuse to accept this Agreement for filing, or order changes which are not acceptable by either Party, and the Parties are unable to re-negotiate the Agreement in a manner acceptable to the Parties and to all regulatory authorities, then this Agreement shall terminate without further liability or obligation to either party, provided, however, that such termination shall not affect any obligation of other party to pay for services rendered prior to termination.

ARTICLE 6. GENERAL

6.1 This Agreement shall be binding on the successor in interest or assigns of the Parties.

6.2 This Agreement may be amended from time to time by mutual agreement of the parties hereto to provide for transmission wheeling service by Moon Lake for Company to additional delivery points in the area.

ARTICLE 7. MONTHLY FACILITIES COST

7.1 Monthly Facilities Cost, as used herein, shall be defined as the capitalized original cost of the respective facilities plus capitalized improvements to the same which are of benefit to both Parties hereto, multiplied by the respective Owner's annual carrying charge divided by twelve. Such figures may vary and may be recalculated from time to time, with results of calculations being shared between Parties, per Exhibit 1 and Exhibit 2 and their revisions which upon acknowledgement and

agreement in writing, will be made a part of this Agreement by reference.

ARTICLE 8. LOSS FACTOR REVISIONS

8.1 Loss factors herein, which are used as multipliers to correct metered quantities to account for line or transformation losses, may be reviewed periodically as deemed appropriate by either Party to this Agreement based upon changes in load or equipment, and may be revised to represent actual conditions, by written notice and agreed to by acknowledgement. The basis for such revisions shall be detailed and shall include data and calculations described in Exhibit 3, attached hereto and made a part of this Agreement. Revised loss factors shall become effective when mutually accepted by both Parties, as evidenced in writing signed by both Parties. Neither Party shall unreasonably withhold acceptance of the revised loss factors, and both Parties shall exercise good faith in the review and revision of loss factor.

ARTICLE 9. DISPUTE MEDIATION

9.1 If either Party feels aggrieved by action taken by the other Party pursuant to the Agreement, and if the Parties cannot agree on a solution, either Party may demand to have its grievance submitted to a mediator for resolution.

9.2 Upon mutual agreement of the Parties, a mediator may be used to resolve other disputes arising under this Agreement.

9.3 The mediator shall be appointed as soon as possible by both Parties but in no event later than 10 days after a demand by either Party for the appointment of a mediator. If the Parties are unable to agree on the appointment of a mediator, then either Party may immediately apply to the Chief Judge of the United States District Court for the District of Utah for the appointment of a mediator.

9.4 If no resolution is reached within ten (10) days of appointment of the mediator, then the Parties are free to pursue any other remedy available to them at law or equity.

ARTICLE 10. EFFECTIVE DATE AND TERM

10.1 This Agreement shall become effective the later of (i) the date of execution of this Agreement by both Parties or (ii) the effective date established upon acceptance for filing by the Federal Energy Regulatory Commission (FERC) in accordance with Article 5, Regulatory Approval.

10.2 In addition to the termination provision heretofore set forth in Article 1, Facilities Rental, Section 1.1, subsection 1.1.1 and Article 2, Wheeling, Section 2.2.4, either party may terminate this Agreement effective at any time after the initial three-year period by giving two years' notice to the other in writing.

ARTICLE 11. 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 WHERE OF, the Parties hereto have caused this Agreement to be duly executed on the day and year first above written.

PACIFICORP

MOON LAKE ELECTRIC ASSOCIATION, INC.

By: /s/ Rick Vail By: /s/ Grant J. Earl

Name: Rick Vail Name: Grant J. Earl
(print name) (print name)

Title: VP Transmission Title: General Manager/CEO

Date: ~~10~~ 7/16/13 Date: ~~9/25/13~~
7/15/20

EXHIBIT 1

Carrying Charge Factors

The following components: (1) are used for computing annual costs based upon facilities book value, and (2) have been provided by Moon Lake as its factors for determining the annual cost of facilities:

	For 1993
1. Property Tax	0.680%
2. Interest (Imbedded)	5.300%
3. Depreciation	2.750%
4. Transmission O & M	2.428%
5. Administrative and General	2.177%
6. Margins	<u>1.795%</u>
Annual Carrying Charge	15.130%

Upalco Substation Facilities Rental Calculation Pursuant to Article 1

Total Investment at Original Book Value \$806,796

Includes 2 - 20/37.5 MVA autotransformers, tie breakers, line breakers, circuit switches, bus, switches, metering, control panels, structures, batteries, fence, gravel, property, etc. Excludes supervisory control equipment.

UPALCO 69 kV Bay and Breaker (each)

Structure and Buswork	\$18,408	
OCB	\$18,764	
Switches, C.T.'s, Coupling Capacitor	\$21,776	
Relay Panel, Control Wiring, Portion of Building and Batteries	<u>\$8,890</u>	
	\$67,838	(A)

Original Book Value for UPALCO Substation
Less 69 kV Bays and Breakers

\$806,796 - 3(67,838) = \$603,282 (B)

Annual Cost for 69 kV Bay and Breaker (A above) to be applied as the basis for rental for the Myton Line Breaker in this Agreement (See Article 1, Section 1.1.1.2 of Agreement).

= \$67,838 * 0.15130
= \$10,264 Annually = \$855 monthly (C)

Annual Cost to be applied as the basis for rental for UPALCO Substation Facilities in this Agreement (B above) (See Article 1, Section 1.1.1.1 of Agreement).

= \$603,282 * 0.15130
= \$ 91,277 Annually = \$7.606 monthly (D)

Calculation of PacifiCorp's Share of Costs of Moon Lake Electric's Facilities Involved in Transmission Wheeling to PacifiCorp Wolf Creek and Tabiona Loads Pursuant to Article 2.

Calculation of the utilization of 69 kV Lines and the utilization cost for PacifiCorp is based upon the Average Monthly Non-coincidental Peak Load on Facilities (based on 2012 loads) as shown below. Attached is a tabulation of Loads used in the calculation (See Article 2, Section 2.1.3 of Agreement).

Miles	Original Book Cost, \$	Annual Cost, \$	Percent Utilization By PacifiCorp	PacifiCorp's Share of Annual Cost, \$
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Line Sections

1.	UPALCO OCB & Bay		67,838	10,264	8.2	\$842
2.	Duch-Upalco & Duch Term	13.2	539,237	81,586	8.2	\$6,690
3.	Strawberry Line OCB & Bay		15,572	2,356	15.6	\$368
4.	Duch-Rabbit Gulch	11.0	3,526,970	533,631	15.6	\$83,246
5.	Rabbit Gulch-Tabby Tap	8.7	139,430	21,096	28.3	\$5,970
6.	Tabby Tap - Tabiona	9.5	206,972	31,315	53.6	\$16,785
7.	Tabiona - Hanna	4.1	89,325	13,515	67.5	\$9,123
				\$693,763		\$123,024

Wheeling charge for PacifiCorp Wolf Creek and Tabiona Loads are as follows:

$$\frac{\$123,024/\text{Year}}{12 \text{ Month/Year}} = \$10,252/\text{Month} \quad (\text{E})$$

2012 SUBSTATION LOADING FOR USE IN PACIFICORP-MOON LAKE ELECTRIC WHEELING AGREEMENT

NON-COINCIDENTAL PEAKS, KW

MONTH	DUCHESNE	TALMAGE	HANNA	TABIONA	PACIFICORP TABIONA	PACIFICORP WOLF CREEK	RABBIT GULCH	FRUITLAND	STRAWBERRY	SUM OF NON- COINCIDENTAL PEAKS UPALCO-DUCH LINE
JANUARY	6,277	1,434	758	500*	0	919	3400*	1,070	650*	15,008
FEBRUARY	5,820	1,257	855	450*	0	1,182	3,450	1,018	677	14,709
MARCH	5,612	1,226	705	450*	0	1,182	3,492	696	647	14,283
APRIL	5,653	1,024	630	450*	0	1,156	3,481	893	670*	13,957
MAY	5,097	966	596	400*	0	1,287	3,471	1,185	716	13,718
JUNE	5,929	1,018	552	500*	0	1,221	3,939	758	640*	14,557
JULY	5,731	1,039	257	500*	0	1,300	3,242	1,223	469	13,761
AUGUST	6,194	914	230	475*	0	1,340	3,138	1,244	663	14,198
SEPTEMBER	5,544	894	200	450*	0	1,326	3,149	1,995	640	14,198
OCTOBER	6,110	1,044	630	500*	0	1,182	3,232	2,021	738	15,457
NOVEMBER	6,547	1,126	815	500*	0	1,340	4,063	2,827	663	17,881
DECEMBER	7,264	1,335*	815	450*	0	1,226	4,115	1,344	700*	17,249
TOTAL	71,778	13,277	7,043	5,625	0	14,661	42,172	16,547	7,873	178,976
AVERAGE	5,982	1,106	587	469	0	1,222	3,514	1,379	656	14,915
SUM OF TWELVE MONTHS AVERAGE PF NCD PEAKS FOR VARIOUS LINE SECTIONS								SUM OF LOADS (AVERAGE)	PACIFICORP LOAD	PACIFICORP %
DUCHESNE-UPALCO LINE (ALL SUBSTATION LOADS SHOWN)								1,4915	1,222	8.2%
HANNA, TABIONA, PACIFICORP TABIONA, PACIFICORP WOLF CREEK, RABBIT GULCH, FRUITLAND, STRAWBERRY								7,827	1,222	15.6%
HANNA, TABIONA, PACIFICORP TABIONA, PACIFICORP WOLF CREEK, FRUITLAND, STRAWBERRY								4,312	1,222	28.3%
HANNA, TABIONA, PACIFICORP TABIONA, PACIFICORP WOLF CREEK								2,277	1,222	53.6%
HANNA, PACIFICORP WOLF CREEK								1,809	1,222	67.5%
*ESTIMATED										

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EXHIBIT 2

Data shown below is used in determining costs associated with use of PacifiCorp's Myton Line. This revised Exhibit 2 shall remain effective until amended under provisions of the Agreement.

1. Annual fixed charge rate = 18.871%¹
2. Book value for Myton Line = \$256,457.87
3. Annual cost for the 69 kV Myton transmission line:
$$\begin{aligned} \$256,457.87 \times 18.871\% &= \$48,396.17/\text{yr} \\ &= \$4,033.01/\text{mo} \end{aligned}$$
4. Utilization of PacifiCorp's 69 kV Myton Line by Moon Lake:
$$\begin{aligned} \text{Moon Lake's NCP total 2012}^2 &= 38,252 \text{ kW} \\ \text{PacifiCorp's NCP total 2012}^3 &= \frac{52,420 \text{ kW}}{90,672 \text{ kW}} \\ \text{Moon Lake utilization} &= 42.2\% \end{aligned}$$
5. Moon Lake's cost for use of PacifiCorp's 69 kV Myton Line:
$$\begin{aligned} \$48,396.17/\text{yr} \times 42.2\% &= \$20,423/\text{yr} \\ &= 1702/\text{mo} \end{aligned}$$

¹ Annual Fixed Charge Rate accepted by the Commission on July 20, 1993 under Docket No. ER93-538-000.

² Pleasant Valley Substation

³ Myton and Pariette Substations

EXHIBIT 3

LOSS STUDY

Line and Transformation Loss Study Results from Company calculations.

UPALCO - Myton 69 kV line: 8.99 miles
R = 5.0334 ohms

1987 Summer Peak Load: Pleasant Valley - 1048 kW
Myton = 983 kW

Line losses: $P = (2046 / 69) \times 5.0334 = 4426.5 \text{ W}$

Myton Transformer Loss:

Core loss = 9568 W

Load Loss = $32.384 (983 / 5000)^2 = 1252 \text{ W}$

Total Losses (Company):

Line loss (938 / 2046) x 4426.5	= 2126.47 W
Core loss	= 9568 W
Load loss	= <u>1252 W</u>
	12944.47 W

MYTON

LOSS FACTOR: $(983 \div 12.94447) / 983 = \underline{1.01316}$

UPALCO - Wolf Creek 69 kV line impedance data:

UPALCO-Duchesne:	13.59 mi.	795 MCM ACSR	1.5900 OHMS
Duchesne-Rabbit Gulch:	9.21 mi.	266.8 MCM ACSR	3.2419 OHMS
Rabbit Gulch-Tabby Tap:	13.2 mi.	266.8 MCM ACSR	4.6464 OHMS
Tabby Tab-Tabiona:	9.56 mi.	266.8 MCM ACSR	3.3651 OHMS
Tabiona-Wolf Creek:	4.48 mi.	4/0 ACSR	1.9914 OHMS

Line Section Loading:

UPALCO-Duchesne:	1750	6694	20.7
Duchesne-Rabbit Gulch:	1750	2599	40.2
Rabbit Gulch-Tabby Tap:	1750	1245	58.4
Tabby Tab-Tabiona:	1750	750	70.0
Tabiona - Wolf Creek:	1674	271	86.1

Line Losses:

UPALCO-Duchesne:	$(8444 / 69)^2 \times (1.5900) = 23,812 \text{ W}$
Duchesne-Rabbit Gulch:	$(4349 / 69)^2 \times (3.2419) = 12,879 \text{ W}$
Rabbit Gulch-Tabby Tap:	$(2995 / 69)^2 \times (4.6464) = 8,754 \text{ W}$
Tabby Tab-Tabiona:	$(2500 / 69)^2 \times (3.3654) = 4,418 \text{ W}$
Tabiona - Wolf Creek:	$(1945 / 69)^2 \times (1.9914) = 1,582 \text{ W}$
Total Line Losses =	<hr/> 52,445 W

Line Losses (Company):

UPALCO-Duchesne:	$= 23,812 \text{ W} \times .2070 = 4,929 \text{ W}$
Duchesne-Rabbit Gulch:	$= 12,879 \text{ W} \times .4024 = 5,183 \text{ W}$
Rabbit Gulch-Tabby Tap:	$= 8,754 \text{ W} \times .5843 = 5,115 \text{ W}$
Tabby Tab-Tabiona:	$= 4,418 \text{ W} \times .7000 = 5,093 \text{ W}$
Tabiona - Wolf Creek:	$= 1,582 \text{ W} \times .8607 = 1,361 \text{ W}$
Total Company Line Losses =	<hr/> 19,681 W

Wolf Creek Transformer Loss Data:

Core Loss - 8,650 W
Load Loss = $34,685 (1674 / 5000)^2 = 3,888 \text{ W}$

Tabiona Transformer Loss Data:

Core Loss - 8,146 W
Load Loss = $23,201 (76 / 3750)^2 = 2,156 \text{ W}$

Total Company LOSSES:

Line Loss - 19,681 W
Transformer Losses = 20,724 W

40,405 W

TABIONA OR WOLF CREEK LOSS FACTOR:

$(1750 \div 40.405) / 1750 = 1.0231$

Exhibit 4

Wheeling Service to PacifiCorp Customers
By
Moon Lake Electric Association

This Exhibit sets forth the service and billing requirements for wheeling and transformation service provided by Moon Lake to PacifiCorp customers.

<u>Customer</u>	<u>Location</u>	<u>Rate</u>	<u>Loss Multiplier</u>
Superior Well	Commercial Account at 4368 East 4700 South (703016165001)	\$2.91/kW/mo	1.05
Superior Well #2	Commercial Account at 4368 East 4700 South (703016165003)	\$2.91/kW/mo	1.05
Michael Hansen	Residence located at 3824 East 4250 South (665432068001)	\$2.91/kW/mo	1.05
Sam Beasley Jr.	Residence Located at 3541 East Hwy 40(2 meters) (052810811001) (052810811002)	\$2.91/kW/mo	1.05
Crystal Elliott	Residence Located at 4136 East Hwy 40 (663534404002)	\$2.91/kW/mo	1.05
Brent Jackson	Residence Located at 3184 East 5300 South (855255859001 & Meter TBD)	\$2.91/kW/mo	1.05
Connie Hart	Residence Located at 7200 South 3500 East (45396345001)	\$2.91/kW/mo	1.05
Connie Hart	Residence located at 7000 East 1500 South (170745726001)	\$2.91/kW/mo	1.05
George Miller	Residence Located at 4100 South 3900 East (100 Watt Security Light/36 KWH/Mo Usage)	30 cents per month (applied using 50% load factor)	
<u>JWT Development LLC</u>	<u>3250 East 4125 South (71738804001)</u>	<u>\$2.91/kW/mo</u>	<u>1.05</u>

Accounts South of Primary Metering Sourced from Fiddler

<u>Customer</u>	<u>Location</u>	<u>Rate</u>	<u>Multiplier</u>
Boundary Meter (North of Fidler Compressor Station)	Primary (25 kV) metering set located on the Moon Lake-PacifiCorp Service Area boundary approx. 0.25 mile south of Four Corners in Township 9 South, Range 22 East, Section 5, Salt Lake Base Meridian, Uintah County, Utah (Meter M77206)	\$6.55/kW/mo	1.028

Contact Information:

Moon Lake

~~Ken Winder~~

~~188 W. 200 N.~~

Patrick Corun

800 West US Hwy 40

Roosevelt, Utah 84066

PacifiCorp

PacifiCorp Transmission

825 NE Multnomah, Suite 1600

Portland, OR 97232

APPENDIX A
DESCRIPTION OF RENTAL FACILITIES

- Item 1. Two (2) auto transformers, 138 to 69 kV, 20/37.5 MVA each with associated circuit switchers, switches, secondary OCB's, lightning arresters, buswork and other protective and associated equipment. This excludes 69 kV line OCB's, known as the Myton line OCB and the Ioka line OCB, their exclusive buswork, and associated facilities.
- Item 2. One 69 kV oil circuit breaker, together with one 69 kV, 600 amp air type bypass switch, one 69 kV grounding switch, two 69 kV disconnecting switches, three 69 kV lightning arresters, one coupling capacitor, one 69 kV metering set together with watt-hour demand meter, protective relaying equipment, and associated equipment known as the Myton line 69 kV OCB.

Format changed	0
Total changes	28

FOURTH AMENDED AND RESTATED FACILITIES RENTAL AND
WHEELING AGREEMENT
BETWEEN
PACIFICORP
AND
MOON LAKE ELECTRIC ASSOCIATION

This Fourth Amended and Restated Facilities Rental and Wheeling Agreement, made this 16th day of July, 2020, hereinafter referred to as "Agreement", by and between MOON LAKE ELECTRIC ASSOCIATION, INC., a corporation in the State of Utah, hereinafter referred to as "Moon Lake," and PACIFICORP, an Oregon corporation, hereinafter referred to as "Company". Moon Lake and Company are sometimes referred to hereinafter individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, the Parties have previously entered into four (4) Agreements: 1) "Amendment of Agreements" dated November 20, 1989 2) "UPALCO Facilities Operating Agreement dated November 20, 1989; 3) "Facilities Rental Agreement" dated November 17, 1971 and 4) "Wheeling Agreement" dated April 24, 1974. These Agreements provided for the interconnection of Moon Lake and Company facilities at the UPALCO Substation near Myton, Utah; provided for operation of such facilities; and provided for certain wheeling of power and energy by Moon Lake; and

WHEREAS, Company and Deseret Generation and Transmission Cooperative (Deseret) have entered into a certain Agreement, the "UPALCO Interconnection Agreement" dated February 7, 1983, providing for the revision of Company's facilities at UPALCO, such that Company and Moon Lake will no longer be directly interconnected at 138 kV at UPALCO; and

WHEREAS, Company is an electric public utility engaged in the generation, transmission and distribution of electric energy in the State of Utah; and

WHEREAS, Moon Lake is an electric public utility presently serving consumers in certain areas of Uintah, Duchesne, Daggett, and Wasatch Counties of the State of Utah as well as consumers in the State of Colorado; and

WHEREAS, Moon Lake has installed and owns certain electrical equipment, including two (2) 138/69 kV transformers, breakers and appurtenant facilities all of which comprise a substation called "UPALCO Substation" tapping Company's 138 kV Carbon-Ashley transmission line; and

WHEREAS, Moon Lake has constructed and owns a 69 kV transmission line from UPALCO Substation to the vicinity of Hanna, Utah, with surplus capacity available for wheeling power and energy for Company loads at Hanna and Tabiona, Utah, and any other such loads of either party that may develop that can reasonably be served over existing and/or new facilities of either party and agreed upon between the parties in the area; and

WHEREAS, Company owns and operates 69/4.16 kV substations in the vicinity of Hanna, Utah, and Tabiona, Utah, adjacent to Moon Lake's 69 kV transmission line to serve load with power and energy supplied by Company through Moon Lake's UPALCO Substation and wheeled over Moon Lake's 69 kV transmission line and extension described above; and

WHEREAS, Company desires and Moon Lake is willing to provide additional transformation capacity at UPALCO Substation and transmission wheeling service from Company in delivering power and energy to Company's loads in the vicinity of Hanna, and Tabiona, Utah; and such other possible company loads as Moon Lake may agree to provide needed wheeling service from excess transformation and transmission capacity; and

WHEREAS, Moon Lake and Company entered into the UPALCO Facilities Operating Agreement dated November 20, 1989, whereby the operation and maintenance of the Company's 138 kV tapping facilities and Moon Lake's UPALCO Substation and charges therefore are set forth; and

WHEREAS, Company owns and operates a 69 kV transmission line from UPALCO Substation to the vicinity of Myton, Utah, supplied through surplus

capacity as hereinafter provided, or until Company installs its own substation facilities; and

WHEREAS, the Parties combined the terms of the previously entered agreements, Amendment of Agreements, Facilities Rental Agreement and the Wheeling Agreement into a single agreement, dated December 12, 2008, the "Amended and Restated Facilities Rental and Wheeling Agreement"; and

WHEREAS, the Parties agree to amend certain exhibits in this Third Amended and Restated Facilities Rental and Wheeling Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

ARTICLE 1. FACILITIES RENTAL

1.1 Moon Lake's UPALCO SUBSTATION

1.1.1 Moon Lake grants to Company, for a term to begin as provided in this paragraph (1.1.1), the following rights:

1.1.1.1 "Use of transformation capacity in Moon Lake's UPALCO Substation Facilities (listed on Exhibit "1" of this Agreement) for which the Company shall pay per month according to the following formula:

$$\frac{\text{(Monthly Facility Cost)} \quad \text{(multiplied by)} \quad \text{(Prior Year's 12 Month sum of the Company's NCP loads served through UPALCO's Transformations, kW)}}{\text{(Prior Year's 12 Month sum of the NCP loads served through UPALCO's transformation, kW)}}$$

where the "Prior Year's 12 Month Sum of Company's NCP loads served through UPALCO's transformation, kW" shall be defined as the sum of the non-coincidental 15-minute monthly peak loads for the just completed calendar year for Company's

Myton, Wolf Creek, and Tabiona substations after adjustment for losses (to refer loads to the 69 kV UPALCO substation bus from their metering points on the low-voltage buses at the respective substations above). The loss multiplier for the Myton load is 1.01316 and the loss multiplier for Wolf Creek and Tabiona loads is 1.0231. Loss multipliers are defined in Exhibit 3 hereof as may be modified from time to time. The "Prior Year's 12 Month Sum of the NCP loads served through UPALCO's transformation, kW" shall be defined as the sum of the non-coincidental 15-minute monthly peak loads for the just completed calendar year served through UPALCO substation's transformation. The "Monthly Facility Cost" shall be defined in Exhibit 1 as may be modified from time to time (listed as Item D on Exhibit 1).

Not less than twenty-six (26) months prior to the beginning of each next succeeding year, for which service is being requested, Company shall notify Moon Lake in writing of Company's estimated requirements, if any, for transformation service under this Section I for each succeeding year. Within sixty (60) days after such notice shall be given by Company, Moon Lake shall notify Company in writing if Moon Lake will not make capacity in such Facilities available to Company. An election by Moon Lake not to supply such transformation service for such year shall constitute a termination of this Agreement effective as of the beginning of such year. Lack of response by Moon Lake to Company's notice of estimated combined requirements for transformation service shall constitute consent on the part of Moon Lake."

1.1.1.2 The use of Moon Lake's 69,000 volt Myton oil circuit breaker listed on Exhibit 1 of this Agreement together with disconnecting switches, relays, grounding devices and other necessary appurtenances, at Moon Lake's UPALCO Substation connected to Company's 69,000 volt Myton

line, for a monthly payment according to the following formula:

$$\frac{\text{(Monthly Facility Cost)} \quad \text{(multiplied by)}}{\text{(Prior Year's 12 Month sum of the NPC Myton Sub, kW)}} \quad \text{(Prior Year's 12 Month sum of the NPC Myton Sub \& Pleasant Valley Sub, kW)}$$

where the "Prior year's 12 Month sum of NCP Myton sub, kW" shall be defined as the sum of the non-coincidental 15-minute peak loads for the just completed calendar year for the Company's Myton substation. The "Prior year's 12 Month sum of the NCP Myton sub and Pleasant Valley sub, kW" shall be defined as the sum of the non-coincidental 15-minute peak loads for the just completed calendar year for the Myton substation and the Pleasant Valley substation. The "Monthly Facility Cost" shall be defined in Exhibit 1 as may be modified from time to time (listed as Item C on Exhibit 1).

1.1.2 Upon completion of the facility changes anticipated by Company and Deseret Generation and Transmission Cooperative (Deseret), as described in the UPALCO Interconnection Agreement, entered into by Company and Deseret and dated February 7, 1983, Company shall remove all Company-owned and Company-installed control and communications equipment used to operate Moon Lake's 138 and 69 kV Substation equipment excepting the equipment used to control the 69 kV Myton breaker. Moon Lake will, without cost to Company, continue to allow Company to use Moon Lake's present control house space for control and communications equipment used by Company for the operation of Moon Lake's 69 kV Myton breaker. Moon Lake hereby grants to Company ingress and egress at any time Company deems necessary to Company's equipment in Moon Lake's UPALCO Substation for any purpose related to Company's operations including, but not limited to, inspection, operation and maintenance of said equipment.

1.2 FACILITIES RENTAL GENERAL PROVISION

1.2.1 Should outage of transformation facilities at UPALCO Substation affect delivery of power and energy to Company, then it is mutually agreed that Moon Lake will assist Company in times of such emergency to the extent that it may be able to do so, in its own exclusive determination, and in accordance with the aforementioned UPALCO Facilities Operating Agreement dated November 20, 1989, Section 5. Any energy furnished by Moon Lake to Company during such emergency shall be returned by Company, kilowatt-hour for kilowatt-hour at Vernal at subsequent times agreeable to the Parties.

1.2.2 Moon Lake shall, at its expense, be obligated within a reasonable time to add such transformer cooling equipment: i.e., fans as may be required by the combined loads of Moon Lake and Company up to the full ultimate capacity of the transformer.

1.2.3 Metering of quantities as a basis for billing and the payment of such bill shall be as specified in Article 2, Wheeling, of this Agreement

1.2.4 Metering equipment owned by either Party, the registrations of which are involved in settlements for transactions hereunder, shall be inspected and tested by the owner at annual intervals or at such reasonable shorter intervals as may be requested by either Party, and any inaccuracy disclosed by such tests shall be corrected promptly by the owner. Additional inspections and tests at particular installations shall be made by the owner upon request of the other party. Representatives of the non-owning Party shall be afforded opportunity to be present at all official inspections and test. If at any test a meter shall be found to be inaccurate by more than two percent, fast or slow, an adjustment shall be made in settlements between parties to compensate for the effect of such

inaccuracy over a preceding period extending to the second preceding meter reading or over such shorter period as the inaccuracy may be determined to have existed. If at any time a meter shall fail to register or its registration should be so erratic as to be meaningless, the estimated correct registration for billing purposes shall be based upon the best obtainable data.

ARTICLE 2. WHEELING

2.1 SERVICE BY AND PAYMENT TO MOON LAKE FOR TRANSMISSION WHEELING SERVICE TO VICINITY OF HANNA, UTAH

2.1.1 Company shall deliver power and energy to Deseret Generation and Transmission Cooperative as specified in Section 13, 9 of the UPALCO Interconnection Agreement entered into by Company and Deseret and dated February 7, 1983. Moon Lake shall, simultaneously with the delivery of power and energy by Deseret to the Moon Lake 138 kV UPALCO transformer bus pursuant to the above-described UPALCO Interconnection Agreement, deliver an equivalent amount of power and energy, less transmission and transformation losses, to Company as described in Section 2.1.2 below.

2.1.2 As a basis for payment to Moon Lake for wheeling service, the kW meter readings at Company's loads near Hanna and Tabiona, as metered at 4.16 kV, shall be multiplied by 1.0231 (see Exhibit 3) to compensate for line losses from the 69 kV side of the UPALCO transformer bus at the UPALCO Substation to the Company's substations, and transformation losses for the transformer at each substation.

2.1.3 Company agrees to pay Moon Lake for transmission wheeling service provided from the UPALCO 69 kV bus (including one (1) UPALCO 69 kV line breaker) to Company's substations near Hanna and Tabiona, pursuant to the provisions of the Federal Power Act,

for monthly payment according to Exhibit 1 and its changes from time to time (listed as item E on Exhibit 1 of this Agreement).

Payment for transformation services at the UPALCO Substation from 138 to 69 kV shall be as set forth in Article 1, Facilities Rental, Section 1.1 of this Agreement.

2.1.4 Not less than twenty-six (26) months prior to the beginning of each next succeeding year, for which service is being requested, Company shall notify Moon Lake in writing of Company's estimated combined requirements, if any, for transmission wheeling services under this Article 1 for each succeeding year. Within sixty (60) days after such notice shall be given by Company, Moon Lake shall notify Company in writing if Moon Lake will not make capacity in such Facilities available to Company. An election by Moon Lake not to supply such transmission wheeling services for such year shall constitute a termination of this Agreement effective as of the beginning of such year. Lack of response by Moon Lake to Company's notice of estimated combined requirements for transmission wheeling service shall constitute consent on the part of Moon Lake.

2.2 WHEELING GENERAL PROVISIONS

2.2.1 Should outage of transformation facilities at UPALCO Substation affect delivery of power and energy to Company, Moon Lake shall assist Company with the restoration of power to the extent that it may be able to do so, in its own exclusive determination, and in accordance with the aforementioned Article 1, Facilities Rental, in this agreement. Any energy, including transformation and transmission losses, furnished by Moon Lake to Company during such emergency shall be returned by Company, kilowatt-hour for kilowatt-hour at subsequent times agreeable to the Parties.

2.2.2. Company shall use its 15-minute or thirty-minute integrating demand and energy meter at its Hanna and Tabiona, Utah loads for the purpose of determining kilowatt-hour and kilowatt quantities for determination of proper billing quantities for transmission wheeling service and use of transformer capacity in UPALCO Substation pursuant to Article II, Wheeling, Section 2.1, subsection 2.2.2 hereof.

2.2.3 Billings for amounts due hereunder shall be rendered by Party to whom such net amounts are due and payment shall be made within thirty (30) days after receipt of such billing.

2.2.4 Metering equipment owned by either Party, the registrations of which are involved in settlements for transactions hereunder, shall be inspected and tested as provided in Article 1, Facilities Rental, of this Agreement.

2.2.5 Nothing contained herein shall be construed as affecting in any way the right of the Party furnishing service under this rate schedule to unilaterally make application to the Federal Energy Regulatory Commission for a change in rates under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

2.3 SERVICE BY AND PAYMENT TO COMPANY FOR TRANSMISSION WHEELING SERVICE TO MOON LAKE'S PLEASANT VALLEY SUBSTATION

2.3.1 Moon Lake shall deliver power and energy to Company and Company shall accept power and energy from Moon Lake at the Myton line 69 kV oil circuit breaker (OCB), and Company shall simultaneously deliver an equivalent amount of power and energy, less losses as specified in Section 2.3.2 below, to Moon Lake's 69/12.47 kV Pleasant Valley Substation.

2.3.2 Moon Lake agrees to pay Company monthly for transmission wheeling services, provided from the Myton line 69 kV OCB at the

UPALCO Substation to Moon Lake's 69/12.47 kV Pleasant Valley Substation, pursuant to the provisions of the Federal Power Act, for a monthly payment according to Exhibit 2 and its anticipated annual changes (listed as item A on Exhibit 2 of this Agreement).

2.3.3 Not less than twenty-six (26) months prior to the beginning of each next succeeding year for which service is being requested, Moon Lake shall notify Company in writing of Moon Lake's estimated combined requirements, if any, for transmission wheeling service under this Article 2, Section 2.3 for each succeeding year. Within sixty (60) days after such notice shall be given by Moon Lake, Company shall notify Moon Lake in writing if Company will not make capacity in such facilities available to Moon Lake. An election by Company not to supply such transmission wheeling service for such year shall constitute a termination of this Agreement effective as of the beginning of such year. Lack of response by Company to Moon Lake's notice of estimated combined requirements for transmission wheeling service shall constitute consent on the part of Company.

ARTICLE 3. BILLING

3.1 A written summary net billing for facilities rental and wheeling charges, as set-forth in this Agreement, shall be prepared monthly by Company. Metered quantities, billing units, and calculations shall be shown for each Party's portion.

3.2 A summary of billing amounts due each Party to this Agreement shall be shown with a net amount indicated and responsible Party identified.

3.3 The net billing amount shall be due and payable by the responsible Party within thirty (30) days after receipt of such billing.

ARTICLE 4. FORCE MAJEURE

4.1 The parties agree that all covenants and conditions contained in this Agreement shall be subject to force majeure and shall be contingent upon strikes, accidents, acts of God, weather conditions, restrictions, regulation, actions or inactions of any Government or governmental agency, whether state or federal.

ARTICLE 5. REGULATORY APPROVAL

5.1 Should any regulatory authority having jurisdiction deny the necessary approvals, refuse to accept this Agreement for filing, or order changes which are not acceptable by either Party, and the Parties are unable to re-negotiate the Agreement in a manner acceptable to the Parties and to all regulatory authorities, then this Agreement shall terminate without further liability or obligation to either party, provided, however, that such termination shall not affect any obligation of other party to pay for services rendered prior to termination.

ARTICLE 6. GENERAL

6.1 This Agreement shall be binding on the successor in interest or assigns of the Parties.

6.2 This Agreement may be amended from time to time by mutual agreement of the parties hereto to provide for transmission wheeling service by Moon Lake for Company to additional delivery points in the area.

ARTICLE 7. MONTHLY FACILITIES COST

7.1 Monthly Facilities Cost, as used herein, shall be defined as the capitalized original cost of the respective facilities plus capitalized improvements to the same which are of benefit to both Parties hereto, multiplied by the respective Owner's annual carrying charge divided by twelve. Such figures may vary and may be recalculated from time to time, with results of calculations being shared between Parties, per Exhibit 1 and Exhibit 2 and their revisions which upon acknowledgement

and agreement in writing, will be made a part of this Agreement by reference.

ARTICLE 8. LOSS FACTOR REVISIONS

8.1 Loss factors herein, which are used as multipliers to correct metered quantities to account for line or transformation losses, may be reviewed periodically as deemed appropriate by either Party to this Agreement based upon changes in load or equipment, and may be revised to represent actual conditions, by written notice and agreed to by acknowledgement. The basis for such revisions shall be detailed and shall include data and calculations described in Exhibit 3, attached hereto and made a part of this Agreement. Revised loss factors shall become effective when mutually accepted by both Parties, as evidenced in writing signed by both Parties. Neither Party shall unreasonably withhold acceptance of the revised loss factors, and both Parties shall exercise good faith in the review and revision of loss factor.

ARTICLE 9. DISPUTE MEDIATION

9.1 If either Party feels aggrieved by action taken by the other Party pursuant to the Agreement, and if the Parties cannot agree on a solution, either Party may demand to have its grievance submitted to a mediator for resolution.

9.2 Upon mutual agreement of the Parties, a mediator may be used to resolve other disputes arising under this Agreement.

9.3 The mediator shall be appointed as soon as possible by both Parties but in no event later than 10 days after a demand by either Party for the appointment of a mediator. If the Parties are unable to agree on the appointment of a mediator, then either Party may immediately apply to the Chief Judge of the United States District Court for the District of Utah for the appointment of a mediator.

9.4 If no resolution is reached within ten (10) days of appointment of the mediator, then the Parties are free to pursue any other remedy available to them at law or equity.

ARTICLE 10. EFFECTIVE DATE AND TERM

10.1 This Agreement shall become effective the later of (i) the date of execution of this Agreement by both Parties or (ii) the effective date established upon acceptance for filing by the Federal Energy Regulatory Commission (FERC) in accordance with Article 5, Regulatory Approval.

10.2 In addition to the termination provision heretofore set forth in Article 1, Facilities Rental, Section 1.1, subsection 1.1.1 and Article 2, Wheeling, Section 2.2.4, either party may terminate this Agreement effective at any time after the initial three-year period by giving two years' notice to the other in writing.

ARTICLE 11. WAIVER OF JURY TRIAL

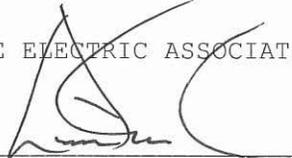
TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION 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 WHERE OF, the Parties hereto have caused this Agreement to be duly executed on the day and year first above written.

PACIFICORP

MOON LAKE ELECTRIC ASSOCIATION, INC.

By: Rick Vail
Digitally signed by Rick Vail
Date: 2020.07.16 07:20:51 -07'00'

By: 

Name: Rick Vail
(print name)

Name: Grant J. Earl
(print name)

Title: VP Transmission

Title: General Manager/CEO

Date: _____

Date: 7/15/20

EXHIBIT 1

Carrying Charge Factors

The following components: (1) are used for computing annual costs based upon facilities book value, and (2) have been provided by Moon Lake as its factors for determining the annual cost of facilities:

	For 1993
1. Property Tax	0.680%
2. Interest (Imbedded)	5.300%
3. Depreciation	2.750%
4. Transmission O & M	2.428%
5. Administrative and General	2.177%
6. Margins	<u>1.795%</u>
Annual Carrying Charge	15.130%

Upalco Substation Facilities Rental Calculation Pursuant to Article 1

Total Investment at Original Book Value \$806,796

Includes 2 - 20/37.5 MVA autotransformers, tie breakers, line breakers, circuit switches, bus, switches, metering, control panels, structures, batteries, fence, gravel, property, etc. Excludes supervisory control equipment.

UPALCO 69 kV Bay and Breaker (each)

Structure and Buswork	\$18,408	
OCB	\$18,764	
Switches, C.T.'s, Coupling Capacitor	\$21,776	
Relay Panel, Control Wiring, Portion of Building and Batteries	<u>\$8,890</u>	
	\$67,838	(A)

Original Book Value for UPALCO Substation
Less 69 kV Bays and Breakers

$\$806,796 - 3(67,838) = \$603,282$ (B)

Annual Cost for 69 kV Bay and Breaker (A above) to be applied as the basis for rental for the Myton Line Breaker in this Agreement (See Article 1, Section 1.1.1.2 of Agreement).

$= \$67,838 * 0.15130$
 $= \$10,264$ Annually = \$855 monthly (C)

Annual Cost to be applied as the basis for rental for UPALCO Substation Facilities in this Agreement (B above) (See Article 1, Section 1.1.1.1 of Agreement).

$= \$603,282 * 0.15130$
 $= \$91,277$ Annually = \$7.606 monthly (D)

Calculation of PacifiCorp's Share of Costs of Moon Lake Electric's Facilities Involved in Transmission Wheeling to PacifiCorp Wolf Creek and Tabiona Loads Pursuant to Article 2.

Calculation of the utilization of 69 kV Lines and the utilization cost for PacifiCorp is based upon the Average Monthly Non-coincidental Peak Load on Facilities (based on 2012 loads) as shown below. Attached is a tabulation of Loads used in the calculation (See Article 2, Section 2.1.3 of Agreement).

69 kV Breaker and Line Sections	Miles	Original Book Cost, \$	Annual Cost, \$	Percent Utilization By PacifiCorp	PacifiCorp's Share of Annual Cost, \$
1. UPALCO OCB & Bay		67,838	10,264	8.2	\$842
2. Duch-Upalco & Duch Term	13.2	539,237	81,586	8.2	\$6,690
3. Strawberry Line OCB & Bay		15,572	2,356	15.6	\$368
4. Duch-Rabbit Gulch	11.0	3,526,970	533,631	15.6	\$83,246
5. Rabbit Gulch- Tabby Tap	8.7	139,430	21,096	28.3	\$5,970
6. Tabby Tap - Tabiona	9.5	206,972	31,315	53.6	\$16,785
7. Tabiona - Hanna	4.1	89,325	13,515	67.5	\$9,123
			\$693,763		\$123,024

Wheeling charge for PacifiCorp Wolf Creek and Tabiona Loads are as follows:

$$\frac{\$123,024/\text{Year}}{12 \text{ Month/Year}} = \$10,252/\text{Month} \quad (\text{E})$$

2012 SUBSTATION LOADING FOR USE IN PACIFICORP-MOON LAKE ELECTRIC WHEELING AGREEMENT

NON-COINCIDENTAL PEAKS, KW

MONTH	DUCHESNE	TALMAGE	HANNA	TABIONA	PACIFICORP TABIONA	PACIFICORP WOLF CREEK	RABBIT GULCH	FRUITLAND	STRAWBERRY	SUM OF NON- COINCIDENTAL PEAKS
										UPALCO-DUCH LINE
JANUARY	6,277	1,434	758	500*	0	919	3400*	1,070	650*	15,008
FEBRUARY	5,820	1,257	855	450*	0	1,182	3,450	1,018	677	14,709
MARCH	5,612	1,226	705	450*	0	1,182	3,492	696	647	14,283
APRIL	5,653	1,024	630	450*	0	1,156	3,481	893	670*	13,957
MAY	5,097	966	596	400*	0	1,287	3,471	1,185	716	13,718
JUNE	5,929	1,018	552	500*	0	1,221	3,939	758	640*	14,557
JULY	5,731	1,039	257	500*	0	1,300	3,242	1,223	469	13,761
AUGUST	6,194	914	230	475*	0	1,340	3,138	1,244	663	14,198
SEPTEMBER	5,544	894	200	450*	0	1,326	3,149	1,995	640	14,198
OCTOBER	6,110	1,044	630	500*	0	1,182	3,232	2,021	738	15,457
NOVEMBER	6,547	1,126	815	500*	0	1,340	4,063	2,827	663	17,881
DECEMBER	7,264	1,335*	815	450*	0	1,226	4,115	1,344	700*	17,249
TOTAL	71,778	13,277	7,043	5,625	0	14,661	42,172	16,547	7,873	178,976
AVERAGE	5,982	1,106	587	469	0	1,222	3,514	1,379	656	14,915
SUM OF TWELVE MONTHS AVERAGE PF NCD PEAKS FOR VARIOUS LINE SECTIONS								SUM OF LOADS (AVERAGE)	PACIFICORP LOAD	PACIFICORP %
DUCHESNE-UPALCO LINE (ALL SUBSTATION LOADS SHOWN)								1,4915	1,222	8.2%
HANNA, TABIONA, PACIFICORP TABIONA, PACIFICORP WOLF CREEK, RABBIT GULCH, FRUITLAND, STRAWBERRY								7,827	1,222	15.6%
HANNA, TABIONA, PACIFICORP TABIONA, PACIFICORP WOLF CREEK, FRUITLAND, STRAWBERRY								4,312	1,222	28.3%
HANNA, TABIONA, PACIFICORP TABIONA, PACIFICORP WOLF CREEK								2,277	1,222	53.6%
HANNA, PACIFICORP WOLF CREEK								1,809	1,222	67.5%
*ESTIMATED										

J:\ENGDPM\MARY\KEN\SUBS12.XLS

EXHIBIT 2

Data shown below is used in determining costs associated with use of PacifiCorp's Myton Line. This revised Exhibit 2 shall remain effective until amended under provisions of the Agreement.

1. Annual fixed charge rate = 18.871%¹
2. Book value for Myton Line = \$256,457.87
3. Annual cost for the 69 kV Myton transmission line:
$$\begin{aligned} \$256,457.87 \times 18.871\% &= \$48,396.17/\text{yr} \\ &= \$4,033.01/\text{mo} \end{aligned}$$
4. Utilization of PacifiCorp's 69 kV Myton Line by Moon Lake:
$$\begin{aligned} \text{Moon Lake's NCP total 2012}^2 &= 38,252 \text{ kW} \\ \text{PacifiCorp's NCP total 2012}^3 &= \frac{52,420 \text{ kW}}{90,672 \text{ kW}} \\ \text{Moon Lake utilization} &= 42.2\% \end{aligned}$$
5. Moon Lake's cost for use of PacifiCorp's 69 kV Myton Line:
$$\begin{aligned} \$48,396.17/\text{yr} \times 42.2\% &= \$20,423/\text{yr} \\ &= 1702/\text{mo} \end{aligned}$$

¹ Annual Fixed Charge Rate accepted by the Commission on July 20, 1993 under Docket No. ER93-538-000.

² Pleasant Valley Substation

³ Myton and Pariette Substations

EXHIBIT 3

LOSS STUDY

Line and Transformation Loss Study Results from Company calculations.

UPALCO - Myton 69 kV line: 8.99 miles
R = 5.0334 ohms

1987 Summer Peak Load: Pleasant Valley - 1048 kW
Myton = 983 kW
2

Line losses: $P = (2046 / 69) \times 5.0334 = 4426.5 \text{ W}$

Myton Transformer Loss:

Core loss = 9568 W

Load Loss = $32.384 (983 / 5000)^2 = 1252 \text{ W}$

Total Losses (Company):

Line loss (938 / 2046) x 4426.5	= 2126.47 W
Core loss	= 9568 W
Load loss	= 1252 W
	<u>12944.47 W</u>

MYTON

LOSS FACTOR: $(983 \div 12.94447) / 983 = \underline{1.01316}$

UPALCO - Wolf Creek 69 kV line impedance data:

UPALCO-Duchesne:	13.59 mi.	795 MCM ACSR	1.5900 OHMS
Duchesne-Rabbit Gulch:	9.21 mi.	266.8 MCM ACSR	3.2419 OHMS
Rabbit Gulch-Tabby Tap:	13.2 mi.	266.8 MCM ACSR	4.6464 OHMS
Tabby Tab-Tabiona:	9.56 mi.	266.8 MCM ACSR	3.3651 OHMS
Tabiona-Wolf Creek:	4.48 mi.	4/0 ACSR	1.9914 OHMS

Line Section Loading:

UPALCO-Duchesne:	1750	6694	20.7
Duchesne-Rabbit Gulch:	1750	2599	40.2
Rabbit Gulch-Tabby Tap:	1750	1245	58.4
Tabby Tab-Tabiona:	1750	750	70.0
Tabiona - Wolf Creek:	1674	271	86.1

Line Losses:

UPALCO-Duchesne:	$(8444 / 69)^2 \times (1.5900) = 23,812 \text{ W}$
Duchesne-Rabbit Gulch:	$(4349 / 69)^2 \times (3.2419) = 12,879 \text{ W}$
Rabbit Gulch-Tabby Tap:	$(2995 / 69)^2 \times (4.6464) = 8,754 \text{ W}$
Tabby Tab-Tabiona:	$(2500 / 69)^2 \times (3.3654) = 4,418 \text{ W}$
Tabiona - Wolf Creek:	$(1945 / 69)^2 \times (1.9914) = 1,582 \text{ W}$
	<hr/> Total Line Losses = 52,445 W

Line Losses (Company):

UPALCO-Duchesne:	$= 23,812 \text{ W} \times .2070 = 4,929 \text{ W}$
Duchesne-Rabbit Gulch:	$= 12,879 \text{ W} \times .4024 = 5,183 \text{ W}$
Rabbit Gulch-Tabby Tap:	$= 8,754 \text{ W} \times .5843 = 5,115 \text{ W}$
Tabby Tab-Tabiona:	$= 4,418 \text{ W} \times .7000 = 5,093 \text{ W}$
Tabiona - Wolf Creek:	$= 1,582 \text{ W} \times .8607 = 1,361 \text{ W}$
	<hr/> Total Company Line Losses = 19,681 W

Wolf Creek Transformer Loss Data:

Core Loss - 8,650 W
Load Loss = $34,685 (1674 / 5000)^2 = 3,888 \text{ W}$

Tabiona Transformer Loss Data:

Core Loss - 8,146 W
Load Loss = $23,201 (76 / 3750)^2 = 2,156 \text{ W}$

Total Company LOSSES:	Line Loss - 19,681 W
	Transformer Losses = 20,724 W
	<hr/> 40,405 W

TABIONA OR WOLF CREEK LOSS FACTOR:

$(1750 \div 40.405) / 1750 = 1.0231$

Exhibit 4

Wheeling Service to PacifiCorp Customers
By
Moon Lake Electric Association

This Exhibit sets forth the service and billing requirements for wheeling and transformation service provided by Moon Lake to PacifiCorp customers.

<u>Customer</u>	<u>Location</u>	<u>Rate</u>	<u>Loss Multiplier</u>
Superior Well	Commercial Account at 4368 East 4700 South (703016165001)	\$2.91/kW/mo	1.05
Superior Well #2	Commercial Account at 4368 East 4700 South (703016165003)	\$2.91/kW/mo	1.05
Michael Hansen	Residence located at 3824 East 4250 South (665432068001)	\$2.91/kW/mo	1.05
Sam Beasley Jr.	Residence Located at 3541 East Hwy 40(2 meters) (052810811001) (052810811002)	\$2.91/kW/mo	1.05
Crystal Elliott	Residence Located at 4136 East Hwy 40 (663534404002)	\$2.91/kW/mo	1.05
Brent Jackson	Residence Located at 3184 East 5300 South (855255859001 & Meter TBD)	\$2.91/kW/mo	1.05
Connie Hart	Residence Located at 7200 South 3500 East (45396345001)	\$2.91/kW/mo	1.05
Connie Hart	Residence located at 7000 East 1500 South (170745726001)	\$2.91/kW/mo	1.05
George Miller	Residence Located at 4100 South 3900 East (100 Watt Security Light/36 KWH/Mo Usage)	30 cents per month (applied using 50% load factor)	
JWT Development LLC	3250 East 4125 South (71738804001)	\$2.91/kW/mo	1.05

Accounts South of Primary Metering Sourced from Fiddler

<u>Customer</u>	<u>Location</u>	<u>Rate</u>	<u>Multiplier</u>
Boundary Meter (North of Fidler Compressor Station)	Primary (25 kV) metering set located on the Moon Lake- PacifiCorp Service Area boundary approx. 0.25 mile south of Four Corners in Township 9 South, Range 22 East, Section 5, Salt Lake Base Meridian, Uintah County, Utah (Meter M77206)	\$6.55/kW/mo	1.028

Contact Information:

Moon Lake
Patrick Corun
800 West US Hwy 40
Roosevelt, Utah 84066

PacifiCorp

PacifiCorp Transmission
825 NE Multnomah, Suite 1600
Portland, OR 97232

APPENDIX A
DESCRIPTION OF RENTAL FACILITIES

- Item 1. Two (2) auto transformers, 138 to 69 kV, 20/37.5 MVA each with associated circuit switchers, switches, secondary OCB's, lightning arresters, buswork and other protective and associated equipment. This excludes 69 kV line OCB's, known as the Myton line OCB and the Ioka line OCB, their exclusive buswork, and associated facilities.
- Item 2. One 69 kV oil circuit breaker, together with one 69 kV, 600 amp air type bypass switch, one 69 kV grounding switch, two 69 kV disconnecting switches, three 69 kV lightning arresters, one coupling capacitor, one 69 kV metering set together with watt-hour demand meter, protective relaying equipment, and associated equipment known as the Myton line 69 kV OCB.