



Pacific Power |  
Rocky Mountain Power  
825 NE Multnomah, Suite 1600  
Portland, Oregon 97232

April 5, 2022

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

RE: *PacifiCorp*  
Amended Agreement with Utah Associated Municipal Power Systems Regarding Self-Supply of Ancillary Service Schedules 5 and 6  
Docket No. ER22-\_\_\_\_-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”),<sup>1</sup> Part 35 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) regulations,<sup>2</sup> and Order No. 714,<sup>3</sup> PacifiCorp hereby submits for filing an amended service agreement (“Amended Self Supply Service Agreement”) with Utah Associated Municipal Power Systems (“UAMPS”) regarding UAMPS’s self-supply of Ancillary Service Schedules 5 (Operating Reserves – Spinning) and 6 (Operating Reserves – Supplemental) under the PacifiCorp Open Access Transmission Tariff (“OATT”).

PacifiCorp respectfully requests that the Amended Self Supply Service Agreement be accepted with an effective date of March 30, 2022.

## **I. Background**

On February 1, 2021, PacifiCorp filed revisions to its OATT to update the rates for the following ancillary services: Schedule 2, Reactive Supply and Voltage Control from Generation or Other Sources Service; Schedule 3, Regulation and Frequency Response Service; Schedule 3A, Generator Regulation and Frequency Response Service; Schedule 5, Operating Reserve – Spinning Reserve Service; and Schedule 6, Operating Reserve – Supplemental Reserve Service (“Rate Revisions”).<sup>4</sup> PacifiCorp also filed to revise certain non-rate terms and conditions in Attachment

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<sup>1</sup> 16 U.S.C. § 824d (2018)

<sup>2</sup> 18 C.F.R. Part 35 (2021).

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

<sup>4</sup> PacifiCorp, Transmission OATT and Service Agreements: [Schedule 2, Reactive Supply and Voltage CTRL from Gen or Other Sources, 4.0.0](#); [Schedule 3, Regulation and Frequency Response Service, 11.0.0](#); [Schedule 3A, Generator Regulation and Frequency Response Service, 10.0.0](#); [Schedule 5, Operating Reserve - Spinning Reserve Service, 8.0.0](#); and [Schedule 6, Operating Reserve - Supplemental Reserve Service, 8.0.0](#).

U of its OATT (“Attachment U Revisions”).<sup>5</sup> Attachment U provides terms and conditions for self-supply of ancillary services under the PacifiCorp OATT.

PacifiCorp requested that the proposed Rate Revisions be accepted effective January 1, 2021, and that the proposed Attachment U Revisions be accepted July 1, 2021. The revisions were undertaken pursuant to a “2020 Settlement Agreement” entered into by PacifiCorp; UAMPS; Utah Municipal Power Agency; Deseret Generation and Transmission Co-operative, Inc.; Bonneville Power Administration; Avangrid Renewables, LLC; EDP Renewables North America LLC; and NextEra Energy Resources, LLC.<sup>6</sup> On April 1, 2021, the Commission accepted PacifiCorp’s filing and granted the requested effective dates.<sup>7</sup>

On September 21, 2021, in Docket No. ER21-2918-000, PacifiCorp filed a petition for waiver to extend the effective date of the Attachment U Revisions from October 1, 2021, until March 1, 2022. On September 30, 2021, the Commission granted the waiver.<sup>8</sup> Thus, Attachment U became effective on March 1, 2022.

Relevant to this filing, section 4.2 of the Attachment U Revisions establishes procedures and requirements for self-supply of Schedule 5 (Operating Reserves – Spinning) and Schedule 6 (Operating Reserves – Supplemental) services. Among other things, section 4.2 addresses resource eligibility requirements, performance monitoring, the automated process for deployment of customer resources, settlements, and reports. Section 3.7 of the Attachment U revisions, which is generally applicable to self-supply of any ancillary service, provides, in part, that the customer is responsible for the installation of all equipment (including but not limited to metering and telecommunications equipment) necessary to meet the requirements to self-supply or purchase third-party supply. Further, section 3.7 states that the customer will reimburse PacifiCorp or its affiliates for any expenses prudently incurred to accommodate the request for self-supply or third-party supply.

Consistent with Commission guidance,<sup>9</sup> section 3.1 of the Attachment U Revisions requires that a transmission customer’s self-supply arrangement for ancillary services be set forth in a revision to an existing transmission service agreement or a separate service agreement with PacifiCorp. Section 3.1 states that such agreement must specify, as applicable: (1) the detailed arrangements made to supply the services including, but not limited to, specification of the amount of service required to meet the customer’s Ancillary Services obligations, identification of the resource(s) supplying the service and the Balancing Authority Area where the resource(s) are located; (2) metering and communications equipment; (3) procedures for data exchange or automation; (4) the calculation of the Transmission Customer’s obligation; and (5) processes for forecasting, deploying, and verifying performance of self-supply or third-party supply.

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<sup>5</sup> PacifiCorp, Transmission OATT and Service Agreements, [Attachment U, Requirements for Self-Supply of Schedules 5 and 6, 1.0.0](#).

<sup>6</sup> Collectively, referred to as the “Settling Parties”.

<sup>7</sup> *PacifiCorp*, letter order, Docket No. ER21-1015-000 (Apr. 1, 2021).

<sup>8</sup> *PacifiCorp*, 176 FERC ¶ 61,212 (2021).

<sup>9</sup> See *New Horizon Elec. Coop., Inc. v. Duke Power Co.*, 93 FERC ¶ 61,029 at 61,054-55 (2000); *Illinois Power Co.*, 87 FERC ¶ 61,172 at 61,683 (1999); *Allegheny Power Systems, Inc.*, 80 FERC ¶ 61,143 (1997).

UAMPS is a political subdivision of the State of Utah. As noted, UAMPS was one of the Settling Parties to the 2020 Settlement Agreement. UAMPS is an existing transmission customer of PacifiCorp. UAMPS takes transmission service from PacifiCorp pursuant to the Fifth Amended and Restated Transmission Service and Operating Agreement between UAMPS and PacifiCorp (“TSOA”).<sup>10</sup>

Pursuant to section 3.1 of Attachment U, on September 20, 2021, as amended on October 20, 2021, PacifiCorp filed a service agreement with UAMPS for self-supply of Operating Reserves (“Self-Supply Service Agreement”). The Self-Supply Service Agreement set forth the customer-specific terms and conditions for UAMPS’s self-supply of up to 20 MW of Operating Reserves – Spinning and Operating Reserves – Supplemental from the Nebo Plant. The Self-Supply Service Agreement included a “Specification Sheet” that provided details on the self-supply arrangement. Further, Appendix 1 of the Self-Supply Service Agreement included descriptions of the “Scope of Work” needed to enable adequate communications between PacifiCorp and the generator providing the self-supply, including equipment to be installed and cost estimates for work to be performed. The total cost estimate was \$24,000.00. The Self-Supply Service Agreement also provided that service would commence on the later of (1) the requested service commencement date, as provided in the Specification Sheet; (2) the date on which the work in the estimated Scope of Work is substantially completed and ready for commercial operation; or (3) the effective date of the revised version of PacifiCorp OATT Attachment U accepted in Docket No. ER21-1015-000. As noted above, the effective date of Attachment U was extended until March 1, 2022. The filing of the Self-Supply Service Agreement was docketed in Docket No. ER21-2909-000 and accepted by the Commission on December 15, 2021.<sup>11</sup>

## **II. Description of Filing**

As noted above, the Self-Supply Service Agreement with UAMPS will enable UAMPS to self-supply up to 20 MW of Operating Reserves from the Nebo plant on an automated basis under Attachment U of the PacifiCorp OATT. Automated self-supply under Attachment U involves the receipt and acknowledgement of deployment signals between PacifiCorp and the customer resource providing the self-supply.

As work under the Scope of Work of the Self-Supply Service Agreement proceeded, PacifiCorp determined that, to enable proper implementation of self-supply automation under the Self-Supply Service Agreement, further work must be performed to install additional communications equipment. In particular, PacifiCorp has determined that additional communications equipment must be installed at the Dry Creek Substation and Nebo Plant Substation, at an additional cost of \$41,000.00. Pursuant to section 3.7 of Attachment U of PacifiCorp’s OATT and section 4.0 of the Self-Supply Service Agreement, the Transmission Customer is responsible for the installation of all equipment (including but not limited to metering and telecommunications equipment) necessary for the Transmission Customer to meet the requirements to self-supply or purchase third-party supply. Furthermore, section 10 of the Specification Sheet of the Self-Supply Service Agreement provides for the customer to reimburse PacifiCorp for additional capital expenses.

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<sup>10</sup> The TSOA with UAMPS is designated as PacifiCorp Rate Schedule No. 297.

<sup>11</sup> *PacifiCorp*, unpublished letter order, Docket No. ER21-2909-001 (Dec. 15, 2021).

The enclosed, amended Self Supply Service Agreement includes changes to the Scope of Work to reflect the additional work that must be performed and a revised cost estimate of \$65,000.00 for the work. Since UAMPS has already paid the initial cost estimate of \$24,000.00 under the original Self-Supply Service Agreement, UAMPS will only be responsible prospectively for the additional \$41,000.00 of costs for work that must be performed under the Amended Self-Supply Service Agreement. In addition, PacifiCorp and UAMPS have agreed to revise the start date for service under the agreement to June 10, 2022, and this change is made to section 1.0 of the Specifications Sheet. The other terms and conditions of the Amended Self-Supply Service Agreement remain the same.

### **III. Enclosures**

Enclosed with this filing is the Amended Self-Supply Service Agreement in e-Tariff format.

### **IV. Effective Date and Requests for Waiver**

PacifiCorp requests that the Commission grant an effective date for the Amended Self Supply Service Agreement of March 30, 2022, which is the date of the agreement, so that UAMPS's payment of the revised cost estimate may timely be used to facilitate the installation work that must be completed by PacifiCorp before self-supply can begin on June 10, 2022. The Amended Self-Supply Service Agreement is an agreement under Attachment U of the PacifiCorp OATT – a tariff of general applicability – and is being filed within thirty (30) days of the requested effective date. As such, the agreement is eligible for waiver of the Commission's prior notice requirements, consistent with Commission policy.<sup>12</sup>

As noted above, service under the Amended Self Supply Service Agreement is scheduled to commence on June 10, 2022. While service will not commence until that time, the Amended Self Supply Service Agreement contains specifications and arrangements regarding necessary software and installation work that must be completed in advance of the date self-supply commences. Thus, similar to an interconnection agreement that must become effective prior to the commercial operations date of the interconnecting resource, the Self Supply Service Agreement must be placed into effect in advance of the date when self-supply will commence, so that the equipment necessary to allow the self-supply to occur is in place.

The costs associated with the Amended Self Supply Service Agreement and their justification are described above and in the agreement. To the extent necessary, PacifiCorp respectfully requests waiver of any requirements of the Commission's rules and regulations, as well as any authorizations as may be necessary or required, to permit the Self Supply Service Agreement to be accepted by the Commission and made effective in the manner proposed.

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<sup>12</sup> *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, at 61,983-84, *reh'g granted in part*, 65 FERC ¶ 61,081 (1993). See also *International Transmission Co.*, 139 FERC ¶ 61,022 (2012).

## V. Communications

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

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## VI. Service

PacifiCorp has served a copy of this filing upon UAMPS.

## VI. Conclusion

For the foregoing reasons, PacifiCorp respectfully requests that the Commission accept the Amended Self Supply Service Agreement, effective March 30, 2022, as requested. If you have any questions, or if I can be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

/s/ Matthew Loftus  
*Attorney for PacifiCorp*

## **Agreement Regarding Self-Supply of Ancillary Service Schedules 5 and/or 6**

- 1.0 This Service Agreement, dated as of 9/17/2021, as amended on 03/18/2022, is entered into, by and between PacifiCorp (the “Transmission Provider”), and Utah Associated Municipal Power Systems (“UAMPS” or “Transmission Customer”) (each individually, a “Party” and collectively, “Parties”).
- 2.0 Transmission Customer currently takes transmission service from Transmission Provider pursuant to the Fifth Amended and Restated Transmission Service and Operating Agreement, effective October 25, 2020 between the Parties.  
  
Transmission Customer has requested to self-supply or arrange for third-party supply pursuant to either or both of Schedules 5 and 6 (Operating Reserves – Spinning Reserve Service and Supplemental Reserve Service), and conditioned upon installation of all equipment necessary to meet the requirements of Attachment U of Transmission Provider’s Tariff. Transmission Provider has determined that the Transmission Customer meets the requirements applicable for the self-supply or third-party supply of Schedules 5 and 6.
- 3.0 Pursuant to Sections 3.1 and 3.7 of Attachment U of Transmission Provider’s Tariff, Transmission Provider and Transmission Customer have agreed to enter into this Agreement Regarding Self-Supply of Ancillary Service Schedules 5 and/or 6 (the “Service Agreement”) to set forth the terms and conditions for the Transmission Customer’s self-supply or third-party supply of Schedules 5 and 6 and the payment responsibility for Transmission Provider’s prudently incurred expenses to accommodate Transmission Customer’s request for self-supply or third-party supply.
- 4.0 Pursuant to Section 3.7 of Attachment U of Transmission Provider’s Tariff, the Transmission Customer is responsible for the installation of all equipment (including but not limited to metering and telecommunications equipment) necessary for the Transmission Customer to meet the requirements to self-supply or purchase third-party supply as specified in Attachment U, and the Transmission Customer will be responsible for any expenses prudently incurred by PacifiCorp to accommodate the request for self-supply or third-party supply. The equipment and software to be installed by Transmission Customer and PacifiCorp are described in the Scope of Work in Appendix 1 to this Service Agreement. PacifiCorp’s agreement to install the equipment and software to facilitate Transmission Customer’s self-supply or third-party supply of Schedules 5 and 6 is based upon Transmission Customer’s agreement to pay Transmission Provider’s prudently incurred costs of installation and ongoing operations and maintenance expenses, if any, in accordance with section 10 of the Specifications for Self-Supply or Third-Party Supply Pursuant to Schedules 5 and/or 6 of this Service Agreement (the “Specifications Sheet”).
- 5.0 The Transmission Customer agrees to self-supply or arrange for third-party supply pursuant to Schedules 5 and 6 in accordance with the provisions of Attachment U of the Transmission Provider’s Tariff and this Service Agreement.

6.0 Term:

Service under this Service Agreement shall commence on the later of (1) the requested service commencement date, as provided in the Specification Sheet; (2) the date on which the work in the estimated Scope of Work is substantially completed and ready for commercial operation; or (3) the effective date of the revised version of PacifiCorp OATT Attachment U accepted in Docket No. ER21-1015-000. Unless terminated earlier pursuant to Section 8.0, this Service Agreement shall have an initial term of five years that begins on the service commencement date. Service under this Service Agreement will be extended for a one-year term after the initial five-year term and for successive one-year terms thereafter until this Service Agreement is terminated pursuant to Section 8.0.

7.0 Amendments or Changes to Service Agreement:

This Service Agreement may be modified from time to time to reflect changes to Transmission Customer's service specifications, including changes to reflect a transition from self-supply to third-party supply, or vice versa. All amendments will be set forth in writing and filed with FERC under Section 205 of the Federal Power Act ("FPA"). No amendment shall be necessary for application of the applicable charges pursuant to Section 3.4 of Attachment U of the PacifiCorp OATT for failure to perform or to meet requirements. Except as provided in Section 10.2 of the Specifications Sheet: (i) changes in costs or charges that arise after the Service Agreement has been filed at FERC may only be incorporated into this Service Agreement by a filing under Section 205 of the FPA by the Transmission Provider or a filing under Section 206 of the FPA by the Transmission Customer, with each Party maintaining all rights before FERC to oppose such filing(s); and (ii) for the avoidance of doubt, any change to a cost, charge, or non-rate term and condition under this Service Agreement proposed by a Party that is not agreed to by the other party shall be subject to the "ordinary" just and reasonable standard under *Devon Power LLC*, 134 FERC ¶ 61,208 at P 10 (2011), *reh'g denied*, 137 FERC ¶ 61,073 (2011), *review dismissed in part and denied in part sub nom. New England Power Generators Ass'n v. FERC*, 707 F.3d 364, 404 U.S. App. D.C. 66 (D.C. Cir. 2012).

8.0 Termination:

This Service Agreement may be terminated: (1) upon thirty (30) days advance notice by Transmission Customer to Transmission Provider; (2) as provided in Section 10.2 of the Specifications Sheet; or (3) by the Transmission Provider pursuant to the terms of Attachment U. In the event the Service Agreement is terminated, Transmission Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of materials or equipment procured by PacifiCorp on Transmission Customer's behalf pursuant to this Service Agreement.

9.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below:

Transmission Provider:

US Mail Deliveries:  
PacifiCorp Transmission Services  
Attn: Central Cashiers Office  
PO Box 2757  
Portland, OR 97208-2757

Other Deliveries:  
Central Cashiers Office  
Attn: PacifiCorp Transmission Services  
825 NE Multnomah Street, Suite 550  
Portland, OR 97232

PH. Number: 503-813-6744

Transmission Customer:  
155 N 400 W Suite  
Salt Lake City, UT 84103

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By:	<u>/s/ Rick Vail</u>	<u>VP, Transmission</u>	<u>03/30/2022</u>
	Name	Title	Date

Transmission Customer:

By:	<u>/s/ Rachel Stanford</u>	<u>Director, Transmission Operations &amp; Contracts</u>	<u>3/30/2022</u>
	Name	Title	Date

## Specifications for Self-Supply or Third-Party Supply Pursuant to Schedules 5 and/or 6

### 1.0 Term of Transaction: 5 years

Start Date: 06/10/2022

Termination Date: 06/09/2027

### 2.0 Description of arrangements made for self-supply or third-party supply, including the specification of the amount of service required to meet the Transmission Customer's Ancillary Services obligation, identification of the resource(s) supplying the service and the Balancing Authority Area where the resource(s) are located:

Transmission Customer will self-supply Schedules 5 and/or 6 using the Nebo Power Plant located in the PACE balancing authority area beginning on the start date of this Service Agreement through an automatic dispatch process as specified in Attachment U of PacifiCorp's OATT and this Service Agreement. Transmission Customer will forecast the number of megawatts ("MWs") it will be self-supplying for Schedules 5 and/or 6 as specified in Section 6.1 below to meet its obligation. The Transmission Provider will charge the Transmission Customer for any remaining amount of its Schedule 5 and/or 6 obligation if the MWs being self-supplied do not meet its Schedule 5 and/or 6 obligation.

### 3.0 Description of the metering and communications equipment:

The Nebo Power Plant transmits some of the required data to the PacifiCorp EMS through an existing PacifiCorp remote terminal unit ("RTU") using an analog and digital feed. In addition, the Nebo Power Plant will use distributed network protocol ("DNP") serial protocol to collect the remaining required data points and map through to the existing PacifiCorp RTU.

### 4.0 Description of the procedures for data exchange or automation:

#### 4.1 Data Exchange or Automation:

The data points that the Transmission Customer is required to supply to PacifiCorp in order to facilitate the automation of Schedule 5 and 6 self-supply are outlined below in Appendix 1 and required pursuant to Attachment U of PacifiCorp's OATT. All data points shall be sent to PacifiCorp every four (4) seconds to communicate the resource's status, capability, and current output. PacifiCorp will send a deployment amount requested (in MWs) to the Transmission Customer every four (4) seconds to indicate whether the customer should deploy or not. The details for deployment are further specified below in Section 6.2 of this Service Agreement Specification Sheet.

#### 4.2 Communication Error Events:

PacifiCorp will notify the Transmission Customer immediately once PacifiCorp has discovered communication issues with the data exchange. The Transmission

Customer shall notify PacifiCorp immediately once a communication error has been discovered on the Transmission Customer's side of data exchange. PacifiCorp and the Transmission Customer shall work together to rectify any data exchange issues quickly in order to comply with BAL-002 and BAL-WECC-002.

5.0 Description of the calculation of the Transmission Customer's obligation:

The amount of Schedule 5 and 6 reserves called upon for each self-supplying Transmission Customer is outlined in Attachment V of PacifiCorp's OATT.

6.0 Description of the processes for forecasting, deploying, and verifying performance of self-supply or third-party supply:

6.1 Forecasting:

The Transmission Customer will provide a Day Ahead rolling seven-day forecast of its self-supply amount in MWs for each operating hour by submitting the forecast via a capacity e-Tag(s). These submissions can be updated up to T-57 minutes before the operating hour. When e-Tagging Schedule 5 and 6 requirements, the Transmission Customer will include one of the following in the comment field to identify the specific type of reserve being e-Tagged:

- RES-SPIN-PUR = Purchased Spinning Reserves
- RES-SPIN-SP = Self-Provided Spinning Reserves
- RES-NS-PUR = Purchased Non-Spinning Reserves
- RES-NS-SP = Self-Provided Non-Spinning Reserves

6.2 Deployment:

The automatic deployment signal (MW value) will be sent from PacifiCorp to the resource and will either be a zero (0) for non-deployment or a value greater than zero (0) indicating that the resource shall deploy. The MW value greater than zero (0) will be the pro-rata calculated portion of reserves that the resource should deploy. The resource(s) identified in Section 2 of this Service Agreement Specification Sheet shall respond to a deployment signal that is greater than zero (0) with a deployment acknowledge signal that indicates that the resource is deploying Schedule 5 or 6 reserves. Additionally, the resource is required to follow all other deployment requirements that are specified in Attachment U.

6.3 Performance Evaluation of Non-Participating Resources:

The resource's starting generation (one-minute average generation at the time the signal for deployment is sent) will be compared to the one-minute average generation 10 minutes following the deployment signal and during minutes 11-60 following the deployment signal. A failure will result when either the 10-minute or 60-minute test results show that the generation MW output is not greater than or equal to the starting generation plus the Schedule 5 or 6 reserve obligation. PacifiCorp will assess strikes for failures using the procedures outlined in Attachment U of PacifiCorp's OATT.

#### 6.4 Performance Evaluation of Participating Resources:

This participating resource section will only be applicable when the resource is registered as an Energy Imbalance Market (“EIM”) participating resource and PacifiCorp is allowed access to the resource’s Dispatch Operating Target (“DOT”) data. In the case where one of these two conditions is not met, then the resource will be evaluated using the non-participating resource methodology.

The resource’s DOT from the EIM and the Schedule 5 and 6 reserve obligation will be compared to the 1-minute average generation 10 minutes following the deployment signal and during minutes 11-60 following the deployment signal. A MW tolerance value will be determined based on historical resource performance for following the EIM DOT and will be applied to the performance evaluation to eliminate any potential issues with the resource not exactly following the DOT. A failure will result when either the 10-minute or the 11 - 60 minute test results show that the generation MW output is not greater than or equal to the market DOT plus the Schedule 5 or 6 reserve obligation less the MW tolerance value. PacifiCorp will assess strikes for failures using the procedures outlined in Attachment U of PacifiCorp’s OATT.

7.0 Point(s) of Receipt: Nebo Substation  
Delivering Party: UAMPS

8.0 Point(s) of Delivery: Mona Substation  
Receiving Party: PacifiCorp

9.0 Maximum amount of capacity and energy to be transmitted:  
Nebo Power Plant: 20 MW

10.0 Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

#### 10.1 Payments for Installation Costs:

Transmission Customer shall pay 100% of PacifiCorp’s good faith cost estimate described in the Scope of Work within fifteen (15) days after the Execution Date of this Service Agreement. Transmission Provider shall not be obligated to commence work (the “PacifiCorp Work”) until it receives such payment. Within three (3) months after completion of the PacifiCorp Work, or by other mutually agreeable time, Transmission Provider shall provide to Transmission Customer a statement of its final actual cost. If the statement identifies that the actual costs exceed Transmission Provider’s cost estimate, Transmission Customer shall pay the difference between the actual cost and cost estimate within thirty (30) days after Transmission Provider sends the final invoice to Transmission Customer. If Transmission Provider’s actual costs for the PacifiCorp Work are less than the amount of Transmission Provider’s cost estimate, the unused portion of any advance payment shall be refunded to Transmission Customer within thirty (30)

days after issuance of the statement of the final actual cost. Any amounts not paid by the Transmission Customer or not refunded by Transmission Provider by the due date will be deemed delinquent and will accrue interest calculated in accordance with 18 C.F.R. § 35.19a(a)(2)(iii), with such interest to be calculated from and including the due date, but excluding the date the delinquent amount is paid in full.

#### 10.2 Authorization for Additional Installation Costs:

If Transmission Provider determines it will prudently incur costs to complete its work that exceed the cost estimate by 15% or more, Transmission Provider shall notify the Transmission Customer of the new estimated cost as soon as reasonably practicable. Upon receipt of such notice, Transmission Customer may elect, in its sole discretion, to cancel this Service Agreement by providing Transmission Provider written notice within fifteen (15) calendar days of Transmission Customer's receipt of the notice from Transmission Provider. If the customer does not exercise its election to terminate the Service Agreement within 15 calendar days, Transmission Provider shall file with FERC appropriate revisions to this Service Agreement to reflect the revised cost responsibility. Notwithstanding the Transmission Customer's decision not to elect to terminate the Service Agreement after such notice, nothing in this section affects the right of the Transmission Customer to challenge the amount of the increased cost responsibility by protesting such filing before FERC.

#### 10.3 Payment for Ongoing Capital Expense:

After completion of installation, Transmission Customer shall pay Transmission Provider for any capital expense subsequently and prudently incurred by Transmission Provider to accommodate the Transmission Customer's self-supply or third-party supply. If Transmission Provider determines it is necessary to incur any capital expense, it shall notify the Transmission Customer of the capital cost estimate as soon as reasonably practicable, and file with FERC appropriate revisions to this Service Agreement reflect the revised cost responsibility. Nothing in this section affects the right of the Transmission Customer to protest such filing before FERC.

#### 10.4 Payment for Ongoing Operation and Maintenance Expense:

Transmission Customer shall be responsible for any operation and maintenance expense prudently incurred by Transmission Provider for the Transmission Customer's self-supply of ancillary services. Based on the Transmission Customer's service specifications, Transmission Provider currently estimates it will not incur operation and maintenance expense for the Transmission Customer's self-supply of ancillary services under Schedules 5 and 6. If Transmission Provider subsequently determines it will prudently incur operation and maintenance expense, for the Transmission Customer's self-supply of ancillary services, it shall (1) notify the Transmission Customer of the revision as soon as reasonably

practicable and provide the operation and maintenance charge to be assessed, and (2) file with FERC appropriate revisions to this Service Agreement to reflect the operation and maintenance charge. Nothing in this section affects the right of the Transmission Customer to protest such filing before FERC.

## Appendix 1

### SCOPE OF WORK AND ESTIMATE FOR IMPLEMENTATION COSTS

Transmission Customer is Responsible For:

- UAMPS will build a new data communication point using a real-time automation controller (“RTAC”) with DNP serial protocol
- UAMPS will provide all data points that are required per Attachment U in the PacifiCorp OATT and listed below through the RTU connection.
- UAMPS will build in automation into its system to incorporate the automatic dispatch signal from PacifiCorp.

Transmission Provider is Responsible For:

- PacifiCorp will review the additional data points that are added to this existing and new connection, approve the data to be transferred into EMS, and configure the additional data points in EMS.
- PacifiCorp will review the RTAC connection and communication. This new connection point will be reviewed for a decision from PacifiCorp engineering to allow data transfer for UAMPS self-supply and in order to continue implementation.
- PacifiCorp will collect all self-supply data points into the OSISoft PI historian for historical tracking.
- PacifiCorp will build automation into EMS using programmable logic to meet all automation requirements and to provide an automated dispatch to the resource.
- PacifiCorp will update/create the displays in the EMS system.
- To work out any issues, the automation signals and data points will be tested (commissioned) by PacifiCorp and UAMPS prior to live operation.

Required Data Points:

- PMAX
- PMIN
- Ramp Rate
- Status - Active/Inactive
- Deployment Acknowledge Signal
- AS SP/NS Forecasted amount; unless entered into BSAP
- Net Generation (MW)
- Net Generator (MVAR)
- Real power flow through each of the low side feeder breakers
- Reactive power flow through each of the low side feeder breakers
- Reactive power flow from each of the shunt capacitor banks
- A phase high side transmission voltage
- B phase high side transmission voltage

- C phase high side transmission voltage
- Accumulator pulses for interchange metering kWh
- Status of all low and high side breakers

**Cost Estimate for Automation Implementation of the Nebo Power Plant: \$65,000\***

1. Additional data point review and connection: \$4,000
  - a. Working with the customer to determine points list
  - b. Review incoming data package provided by SCADA Engineering in the pre-staged EMS environment
  - c. Validate work in the Quality Assurance System Environment (QAS)
  - d. Confirm Production updates match QAS testing
  - e. Build displays and verify all environments are updated
  - f. Procurement of communications equipment at Dry Creek Substation: \$6,000
  - g. Installation of communications equipment plus overhead at Dry Creek Substation: \$15,000
  - h. Procurement of communications equipment at Nebo Plant Substation: \$6,000
  - i. Installation of communications equipment plus overhead at Nebo Plant Substation: \$14,000
2. Automation deployment signal testing: \$3,000
  - a. Working with the customer to verify field work is correct (point to point commissioning)
  - b. Review scaling, alarm status and configuration of data from field
3. Data point collection of all self-supply data points into PI historian: \$1,000
  - a. Validate points after deployment
4. Build Automation into EMS: \$16,000
  - a. Multiple iterations of testing with customer and Energy Supply Management to validate automation.
  - b. Validate that programming does not impact current system designs.
  - c. Advanced Applications validates the Model if changes are required.
  - d. Advanced Applications confirms the appropriate triggers are used to initiate the flow of data.

\* On September 28, 2021, UAMPS paid \$24,000. Therefore, an additional payment of \$41,000 is required.

## Agreement Regarding Self-Supply of Ancillary Service Schedules 5 and/or 6

~~1.0~~ 1.0 This Service Agreement, dated as of 9/17/2021, as amended on 03/18/2022, is entered into, by and between PacifiCorp (the “Transmission Provider”), and Utah Associated Municipal Power Systems (“UAMPS” or “Transmission Customer”) (each individually, a “Party” and collectively, “Parties”).

~~2.0~~ 2.0 Transmission Customer currently takes transmission service from Transmission Provider pursuant to the Fifth Amended and Restated Transmission Service and Operating Agreement, effective October 25, 2020 between the Parties.

Transmission Customer has requested to self-supply or arrange for third-party supply pursuant to either or both of Schedules 5 and 6 (Operating Reserves ~~—~~ Spinning Reserve Service and Supplemental Reserve Service), and conditioned upon installation of all equipment necessary to meet the requirements of Attachment U of Transmission Provider’s Tariff. Transmission Provider has determined that the Transmission Customer meets the requirements applicable for the self-supply or third-party supply of Schedules 5 and 6.

~~3.0~~ 3.0 Pursuant to Sections 3.1 and 3.7 of Attachment U of Transmission Provider’s Tariff, Transmission Provider and Transmission Customer have agreed to enter into this Agreement Regarding Self-Supply of Ancillary Service Schedules 5 and/or 6 (the “Service Agreement”) to set forth the terms and conditions for the Transmission Customer’s self-supply or third-party supply of Schedules 5 and 6 and the payment responsibility for Transmission Provider’s prudently incurred expenses to accommodate Transmission Customer’s request for self-supply or third-party supply.

~~4.0~~ 4.0 Pursuant to Section 3.7 of Attachment U of Transmission Provider’s Tariff, the Transmission Customer is responsible for the installation of all equipment (including but not limited to metering and telecommunications equipment) necessary for the Transmission Customer to meet the requirements to self-supply or purchase third-party supply as specified in Attachment U, and the Transmission Customer will be responsible for any expenses prudently incurred by PacifiCorp to accommodate the request for self-supply or third-party supply. The equipment and software to be installed by Transmission Customer and PacifiCorp are described in the Scope of Work in Appendix 1 to this Service Agreement. PacifiCorp’s agreement to install the equipment and software to facilitate Transmission Customer’s self-supply or third-party supply of Schedules 5 and 6 is based upon Transmission Customer’s agreement to pay Transmission Provider’s prudently incurred costs of installation and ongoing operations and maintenance expenses, if any, in accordance with section 10 of the Specifications for Self-Supply or Third-Party Supply Pursuant to Schedules 5 and/or 6 of this Service Agreement (the “Specifications Sheet”).

~~5.0~~ 5.0 The Transmission Customer agrees to self-supply or arrange for third-party supply pursuant to Schedules 5 and 6 in accordance with the provisions of Attachment U of the

Transmission Provider's Tariff and this Service Agreement.

~~6.0~~ 6.0 Term:

Service under this Service Agreement shall commence on the later of (1) the requested service commencement date, as provided in the Specification Sheet; (2) the date on which the work in the estimated Scope of Work is substantially completed and ready for commercial operation; or (3) the effective date of the revised version of PacifiCorp OATT Attachment U accepted in Docket No. ER21-1015-000. Unless terminated earlier pursuant to Section 8.0, this Service Agreement shall have an initial term of five years that begins on the service commencement date. Service under this Service Agreement will be extended for a one-year term after the initial five-year term and for successive one-year terms thereafter until this Service Agreement is terminated pursuant to Section 8.0.

~~7.0~~ 7.0 Amendments or Changes to Service Agreement:

This Service Agreement may be modified from time to time to reflect changes to Transmission Customer's service specifications, including changes to reflect a transition from self-supply to third-party supply, or vice versa. All amendments will be set forth in writing and filed with FERC under Section 205 of the Federal Power Act ("FPA"). No amendment shall be necessary for application of the applicable charges pursuant to Section 3.4 of Attachment U of the PacifiCorp OATT for failure to perform or to meet requirements. Except as provided in Section 10.2 of the Specifications Sheet: (i) changes in costs or charges that arise after the Service Agreement has been filed at FERC may only be incorporated into this Service Agreement by a filing under Section 205 of the FPA by the Transmission Provider or a filing under Section 206 of the FPA by the Transmission Customer, with each Party maintaining all rights before FERC to oppose such filing(s); and (ii) for the avoidance of doubt, any change to a cost, charge, or non-rate term and condition under this Service Agreement proposed by a Party that is not agreed to by the other party shall be subject to the "ordinary" just and reasonable standard under *Devon Power LLC*, 134 FERC ¶ 61,208 at P 10 (2011), *reh'g denied*, 137 FERC ¶ 61,073 (2011), *review dismissed in part and denied in part sub nom. New England Power Generators Ass'n v. FERC*, 707 F.3d 364, 404 U.S. App. D.C. 66 (D.C. Cir. 2012).

~~8.0~~ 8.0 Termination:

This Service Agreement may be terminated: (1) upon thirty (30) days advance notice by Transmission Customer to Transmission Provider; (2) as provided in Section 10.2 of the Specifications Sheet; or (3) by the Transmission Provider pursuant to the terms of Attachment U. In the event the Service Agreement is terminated, Transmission Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of materials or equipment procured by PacifiCorp on Transmission Customer's behalf pursuant to this Service Agreement.

~~9.0~~ 9.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below:

Transmission Provider:

US Mail Deliveries:  
PacifiCorp Transmission Services  
Attn: Central Cashiers Office  
PO Box 2757  
Portland, OR 97208-2757

Other Deliveries:  
Central Cashiers Office  
Attn: PacifiCorp Transmission Services  
825 NE Multnomah Street, Suite 550  
Portland, OR 97232

PH. Number: 503-813-6744

Transmission Customer:  
155 N 400 W Suite  
Salt Lake City, UT 84103

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: ~~/s/ Mary Wieneke~~ ~~VP, TX Policy~~ ~~9/17/2021~~ ~~Rick~~  
Vail VP, Transmission 03/30/2022  
Name Title Date

Transmission Customer:

Director, Transmission  
By: ~~/s/ Bryan Black~~ ~~Rachel Stanford~~ ~~COO~~  
~~9/17/2021~~ Operations & Contracts 3/30/2022  
Name Title Date



## Specifications for Self-Supply or Third-Party Supply Pursuant to Schedules 5 and/or 6

~~1.0~~ 1.0 Term of Transaction: 5 years

Start Date: ~~03/01/2022~~ 06/10/2022

Termination Date: ~~02/28/2027~~ 06/09/2027

~~2.0~~ 2.0 Description of arrangements made for self-supply or third-party supply, including the specification of the amount of service required to meet the Transmission Customer's Ancillary Services obligation, identification of the resource(s) supplying the service and the Balancing Authority Area where the resource(s) are located:

Transmission Customer will self-supply Schedules 5 and/or 6 using the Nebo Power Plant located in the PACE balancing authority area beginning on the start date of this Service Agreement through an automatic dispatch process as specified in Attachment U of PacifiCorp's OATT and this Service Agreement. Transmission Customer will forecast the number of megawatts ("MWs") it will be self-supplying for Schedules 5 and/or 6 as specified in Section 6.1 below to meet its obligation. The Transmission Provider will charge the Transmission Customer for any remaining amount of its Schedule 5 and/or 6 obligation if the MWs being self-supplied do not meet its Schedule 5 and/or 6 obligation.

~~3.0~~ 3.0 Description of the metering and communications equipment:

The Nebo Power Plant transmits some of the required data to the PacifiCorp EMS through an existing PacifiCorp remote terminal unit ("RTU") using an analog and digital feed. In addition, the Nebo Power Plant will use distributed network protocol ("DNP") serial protocol to collect the remaining required data points and map through to the existing PacifiCorp RTU.

~~4.0~~ 4.0 Description of the procedures for data exchange or automation:

~~4.1~~ 4.1 Data Exchange or Automation:

The data points that the Transmission Customer is required to supply to PacifiCorp in order to facilitate the automation of Schedule 5 and 6 self-supply are outlined below in Appendix 1 and required pursuant to Attachment U of PacifiCorp's OATT. All data points shall be sent to PacifiCorp every four (4) seconds to communicate the resource's status, capability, and current output. PacifiCorp will send a deployment amount requested (in MWs) to the Transmission Customer every four (4) seconds to indicate whether the customer should deploy or not. The details for deployment are further specified below in Section 6.2 of this Service Agreement Specification Sheet.

~~4.2~~ 4.2 Communication Error Events:

PacifiCorp will notify the Transmission Customer immediately once PacifiCorp has discovered communication issues with the data exchange. The Transmission

Customer shall notify PacifiCorp immediately once a communication error has been discovered on the Transmission Customer's side of data exchange. PacifiCorp and the Transmission Customer shall work together to rectify any data exchange issues quickly in order to comply with BAL-002 and BAL-WECC-002.

~~5.0~~ 5.0 Description of the calculation of the Transmission Customer's obligation:

The amount of Schedule 5 and 6 reserves called upon for each self-supplying Transmission Customer is outlined in Attachment V of PacifiCorp's OATT.

~~6.0~~ 6.0 Description of the processes for forecasting, deploying, and verifying performance of self-supply or third-party supply:

~~6.1~~ 6.1 Forecasting:

The Transmission Customer will provide a Day Ahead rolling seven-day forecast of its self-supply amount in MWs for each operating hour by submitting the forecast via a capacity e-Tag(s). These submissions can be updated up to T-57 minutes before the operating hour. When e-Tagging Schedule 5 and 6 requirements, the Transmission Customer will include one of the following in the comment field to identify the specific type of reserve being e-Tagged:

- RES-SPIN-PUR = Purchased Spinning Reserves
- RES-SPIN-SP = Self-Provided Spinning Reserves
- RES-NS-PUR = Purchased Non-Spinning Reserves
- RES-NS-SP = Self-Provided Non-Spinning Reserves

6.2 Deployment:

The automatic deployment signal (MW value) will be sent from PacifiCorp to the resource and will either be a zero (0) for non-deployment or a value greater than zero (0) indicating that the resource shall deploy. The MW value greater than zero (0) will be the pro-rata calculated portion of reserves that the resource should deploy. The resource(s) identified in Section 2 of this Service Agreement Specification Sheet shall respond to a deployment signal that is greater than zero (0) with a deployment acknowledge signal that indicates that the resource is deploying Schedule 5 or 6 reserves. Additionally, the resource is required to follow all other deployment requirements that are specified in Attachment U.

~~6.3~~ 6.3 Performance Evaluation of Non-Participating Resources:

The resource's starting generation (one-minute average generation at the time the signal for deployment is sent) will be compared to the one-minute average generation 10 minutes following the deployment signal and during minutes 11-60 following the deployment signal. A failure will result when either the 10-minute or 60-minute test results show that the generation MW output is not greater than or equal to the starting generation plus the Schedule 5 or 6 reserve obligation. PacifiCorp will assess strikes for failures using the procedures outlined in Attachment U of PacifiCorp's OATT.

~~6.4~~6.4 Performance Evaluation of Participating Resources:

This participating resource section will only be applicable when the resource is registered as an Energy Imbalance Market (“EIM”) participating resource and PacifiCorp is allowed access to the resource’s Dispatch Operating Target (“DOT”) data. In the case where one of these two conditions is not met, then the resource will be evaluated using the non-participating resource methodology.

The resource’s DOT from the EIM and the Schedule 5 and 6 reserve obligation will be compared to the 1-minute average generation 10 minutes following the deployment signal and during minutes 11-60 following the deployment signal. A MW tolerance value will be determined based on historical resource performance for following the EIM DOT and will be applied to the performance evaluation to eliminate any potential issues with the resource not exactly following the DOT. A failure will result when either the 10-minute or the 11 - 60 minute test results show that the generation MW output is not greater than or equal to the market DOT plus the Schedule 5 or 6 reserve obligation less the MW tolerance value. PacifiCorp will assess strikes for failures using the procedures outlined in Attachment U of PacifiCorp’s OATT.

~~7.0~~7.0 Point(s) of Receipt: Nebo Substation  
Delivering Party: UAMPS

~~8.0~~8.0 Point(s) of Delivery: Mona Substation  
Receiving Party: PacifiCorp

~~9.0~~9.0 Maximum amount of capacity and energy to be transmitted:  
Nebo Power Plant: 20 MW

~~10.0~~10.0 Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

~~10.1~~10.1 Payments for Installation Costs:

Transmission Customer shall pay 100% of PacifiCorp’s good faith cost estimate described in the Scope of Work within fifteen (15) days after the Execution Date of this Service Agreement. Transmission Provider shall not be obligated to commence work (the “PacifiCorp Work”) until it receives such payment. Within three (3) months after completion of the PacifiCorp Work, or by other mutually agreeable time, Transmission Provider shall provide to Transmission Customer a statement of its final actual cost. If the statement identifies that the actual costs exceed Transmission Provider’s cost estimate, Transmission Customer shall pay the difference between the actual cost and cost estimate within thirty (30) days after Transmission Provider sends the final invoice to Transmission Customer. If Transmission Provider’s actual costs for the PacifiCorp Work are less than the amount of Transmission Provider’s cost estimate, the unused portion of any advance payment shall be refunded to Transmission Customer within thirty (30)

days after issuance of the statement of the final actual cost. Any amounts not paid by the Transmission Customer or not refunded by Transmission Provider by the due date will be deemed delinquent and will accrue interest calculated in accordance with 18 C.F.R. § 35.19a(a)(2)(iii), with such interest to be calculated from and including the due date, but excluding the date the delinquent amount is paid in full.

~~10.2~~ 10.2 Authorization for Additional Installation Costs:

If Transmission Provider determines it will prudently incur costs to complete its work that exceed the cost estimate by 15% or more, Transmission Provider shall notify the Transmission Customer of the new estimated cost as soon as reasonably practicable. Upon receipt of such notice, Transmission Customer may elect, in its sole discretion, to cancel this Service Agreement by providing Transmission Provider written notice within fifteen (15) calendar days of Transmission Customer's receipt of the notice from Transmission Provider. If the customer does not exercise its election to terminate the Service Agreement within 15 calendar days, Transmission Provider shall file with FERC appropriate revisions to this Service Agreement to reflect the revised cost responsibility. Notwithstanding the Transmission Customer's decision not to elect to terminate the Service Agreement after such notice, nothing in this section affects the right of the Transmission Customer to challenge the amount of the increased cost responsibility by protesting such filing before FERC.

~~10.3~~ 10.3 Payment for Ongoing Capital Expense:

After completion of installation, Transmission Customer shall pay Transmission Provider for any capital expense subsequently and prudently incurred by Transmission Provider to accommodate the Transmission Customer's self-supply or third-party supply. If Transmission Provider determines it is necessary to incur any capital expense, it shall notify the Transmission Customer of the capital cost estimate as soon as reasonably practicable, and file with FERC appropriate revisions to this Service Agreement reflect the revised cost responsibility. Nothing in this section affects the right of the Transmission Customer to protest such filing before FERC.

~~10.4~~ 10.4 Payment for Ongoing Operation and Maintenance Expense:

Transmission Customer shall be responsible for any operation and maintenance expense prudently incurred by Transmission Provider for the Transmission Customer's self-supply of ancillary services. Based on the Transmission Customer's service specifications, Transmission Provider currently estimates it will not incur operation and maintenance expense for the Transmission Customer's self-supply of ancillary services under Schedules 5 and 6. If Transmission Provider subsequently determines it will prudently incur operation and maintenance expense, for the Transmission Customer's self-supply of ancillary services, it shall (1) notify the Transmission Customer of the revision as

soon as reasonably practicable and provide the operation and maintenance charge to be assessed, and (2) file with FERC appropriate revisions to this Service Agreement to reflect the operation and maintenance charge. Nothing in this section affects the right of the Transmission Customer to protest such filing before FERC.

## Appendix 1

### SCOPE OF WORK AND ESTIMATE FOR IMPLEMENTATION COSTS

Transmission Customer is Responsible For:

- UAMPS will build a new data communication point using a real-time automation controller (“RTAC”) with DNP serial protocol
- UAMPS will provide all data points that are required per Attachment U in the PacifiCorp OATT and listed below through the RTU connection.
- UAMPS will build in automation into its system to incorporate the automatic dispatch signal from PacifiCorp.

Transmission Provider is Responsible For:

- PacifiCorp will review the additional data points that are added to this existing and new connection, approve the data to be transferred into EMS, and configure the additional data points in EMS.
- PacifiCorp will review the RTAC connection and communication. This new connection point will be reviewed for a decision from PacifiCorp engineering to allow data transfer for UAMPS self-supply and in order to continue implementation.
- PacifiCorp will collect all self-supply data points into the OSIsoft PI historian for historical tracking.
- PacifiCorp will build automation into EMS using programmable logic to meet all automation requirements and to provide an automated dispatch to the resource.
- PacifiCorp will update/create the displays in the EMS system.
- To work out any issues, the automation signals and data points will be tested (commissioned) by PacifiCorp and UAMPS prior to live operation.

Required Data Points:

- PMAX
- PMIN
- Ramp Rate
- Status - Active/Inactive
- Deployment Acknowledge Signal
- AS SP/NS Forecasted amount; unless entered into BSAP
- Net Generation (MW)
- Net Generator (MVAR)
- Real power flow through each of the low side feeder breakers
- Reactive power flow through each of the low side feeder breakers
- Reactive power flow from each of the shunt capacitor banks

- A phase high side transmission voltage
- B phase high side transmission voltage
- C phase high side transmission voltage
- Accumulator pulses for interchange metering kWh
- Status of all low and high side breakers

**Cost Estimate for Automation Implementation of the Nebo Power Plant: ~~\$24,000~~ 65,000\***

- ~~1.~~ 1. Additional data point review and connection: \$4,000
  - ~~a.~~ a. Working with the customer to determine points list
  - ~~b.~~ b. Review incoming data package provided by SCADA Engineering in the pre-staged EMS environment
  - ~~c.~~ c. Validate work in the Quality Assurance System Environment (QAS)
  - ~~d.~~ d. Confirm Production updates match QAS testing
  - ~~e.~~ e. Build displays and verify all environments are updated
  - f. Procurement of communications equipment at Dry Creek Substation: \$6,000
  - g. Installation of communications equipment plus overhead at Dry Creek Substation: \$15,000
  - h. Procurement of communications equipment at Nebo Plant Substation: \$6,000
  - i. Installation of communications equipment plus overhead at Nebo Plant Substation: \$14,000
- ~~2.~~ 2. Automation deployment signal testing: \$3,000
  - ~~a.~~ a. Working with the customer to verify field work is correct (point to point commissioning)
  - ~~b.~~ b. Review scaling, alarm status and configuration of data from field
- ~~3.~~ 3. Data point collection of all self-supply data points into PI historian: \$1,000
  - ~~a.~~ a. Validate points after deployment
- ~~4.~~ 4. Build Automation into EMS: \$16,000
  - ~~a.~~ a. Multiple iterations of testing with customer and Energy Supply Management to validate automation.
  - ~~b.~~ b. Validate that programming does not impact current system designs.
  - ~~c.~~ c. Advanced Applications validates the Model if changes are required.
  - ~~d.~~ d. Advanced Applications confirms the appropriate triggers are used to initiate the flow of data.

\* On September 28, 2021, UAMPS paid \$24,000. Therefore, an additional payment of \$41,000 is required.

## **Agreement Regarding Self-Supply of Ancillary Service Schedules 5 and/or 6**

- 1.0 This Service Agreement, dated as of 9/17/2021, as amended on 03/18/2022, is entered into, by and between PacifiCorp (the “Transmission Provider”), and Utah Associated Municipal Power Systems (“UAMPS” or “Transmission Customer”) (each individually, a “Party” and collectively, “Parties”).
- 2.0 Transmission Customer currently takes transmission service from Transmission Provider pursuant to the Fifth Amended and Restated Transmission Service and Operating Agreement, effective October 25, 2020 between the Parties.

Transmission Customer has requested to self-supply or arrange for third-party supply pursuant to either or both of Schedules 5 and 6 (Operating Reserves – Spinning Reserve Service and Supplemental Reserve Service), and conditioned upon installation of all equipment necessary to meet the requirements of Attachment U of Transmission Provider’s Tariff. Transmission Provider has determined that the Transmission Customer meets the requirements applicable for the self-supply or third-party supply of Schedules 5 and 6.
- 3.0 Pursuant to Sections 3.1 and 3.7 of Attachment U of Transmission Provider’s Tariff, Transmission Provider and Transmission Customer have agreed to enter into this Agreement Regarding Self-Supply of Ancillary Service Schedules 5 and/or 6 (the “Service Agreement”) to set forth the terms and conditions for the Transmission Customer’s self-supply or third-party supply of Schedules 5 and 6 and the payment responsibility for Transmission Provider’s prudently incurred expenses to accommodate Transmission Customer’s request for self-supply or third-party supply.
- 4.0 Pursuant to Section 3.7 of Attachment U of Transmission Provider’s Tariff, the Transmission Customer is responsible for the installation of all equipment (including but not limited to metering and telecommunications equipment) necessary for the Transmission Customer to meet the requirements to self-supply or purchase third-party supply as specified in Attachment U, and the Transmission Customer will be responsible for any expenses prudently incurred by PacifiCorp to accommodate the request for self-supply or third-party supply. The equipment and software to be installed by Transmission Customer and PacifiCorp are described in the Scope of Work in Appendix 1 to this Service Agreement. PacifiCorp’s agreement to install the equipment and software to facilitate Transmission Customer’s self-supply or third-party supply of Schedules 5 and 6 is based upon Transmission Customer’s agreement to pay Transmission Provider’s prudently incurred costs of installation and ongoing operations and maintenance expenses, if any, in accordance with section 10 of the Specifications for Self-Supply or Third-Party Supply Pursuant to Schedules 5 and/or 6 of this Service Agreement (the “Specifications Sheet”).
- 5.0 The Transmission Customer agrees to self-supply or arrange for third-party supply pursuant to Schedules 5 and 6 in accordance with the provisions of Attachment U of the Transmission Provider’s Tariff and this Service Agreement.

6.0 Term:

Service under this Service Agreement shall commence on the later of (1) the requested service commencement date, as provided in the Specification Sheet; (2) the date on which the work in the estimated Scope of Work is substantially completed and ready for commercial operation; or (3) the effective date of the revised version of PacifiCorp OATT Attachment U accepted in Docket No. ER21-1015-000. Unless terminated earlier pursuant to Section 8.0, this Service Agreement shall have an initial term of five years that begins on the service commencement date. Service under this Service Agreement will be extended for a one-year term after the initial five-year term and for successive one-year terms thereafter until this Service Agreement is terminated pursuant to Section 8.0.

7.0 Amendments or Changes to Service Agreement:

This Service Agreement may be modified from time to time to reflect changes to Transmission Customer's service specifications, including changes to reflect a transition from self-supply to third-party supply, or vice versa. All amendments will be set forth in writing and filed with FERC under Section 205 of the Federal Power Act ("FPA"). No amendment shall be necessary for application of the applicable charges pursuant to Section 3.4 of Attachment U of the PacifiCorp OATT for failure to perform or to meet requirements. Except as provided in Section 10.2 of the Specifications Sheet: (i) changes in costs or charges that arise after the Service Agreement has been filed at FERC may only be incorporated into this Service Agreement by a filing under Section 205 of the FPA by the Transmission Provider or a filing under Section 206 of the FPA by the Transmission Customer, with each Party maintaining all rights before FERC to oppose such filing(s); and (ii) for the avoidance of doubt, any change to a cost, charge, or non-rate term and condition under this Service Agreement proposed by a Party that is not agreed to by the other party shall be subject to the "ordinary" just and reasonable standard under *Devon Power LLC*, 134 FERC ¶ 61,208 at P 10 (2011), *reh'g denied*, 137 FERC ¶ 61,073 (2011), *review dismissed in part and denied in part sub nom. New England Power Generators Ass'n v. FERC*, 707 F.3d 364, 404 U.S. App. D.C. 66 (D.C. Cir. 2012).

8.0 Termination:

This Service Agreement may be terminated: (1) upon thirty (30) days advance notice by Transmission Customer to Transmission Provider; (2) as provided in Section 10.2 of the Specifications Sheet; or (3) by the Transmission Provider pursuant to the terms of Attachment U. In the event the Service Agreement is terminated, Transmission Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of materials or equipment procured by PacifiCorp on Transmission Customer's behalf pursuant to this Service Agreement.

9.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below:

Transmission Provider:

US Mail Deliveries:  
PacifiCorp Transmission Services  
Attn: Central Cashiers Office  
PO Box 2757  
Portland, OR 97208-2757

Other Deliveries:  
Central Cashiers Office  
Attn: PacifiCorp Transmission Services  
825 NE Multnomah Street, Suite 550  
Portland, OR 97232

PH. Number: 503-813-6744

Transmission Customer:  
155 N 400 W Suite  
Salt Lake City, UT 84103

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: Rick Vail Digitally signed by Rick Vail  
Date: 2022.03.30 17:07:08 -07'00' VP, Transmission 03/30/2022  
Name Title Date

Transmission Customer:

By: Rachel Stanfield Digitally signed by Rachel Stanfield  
Date: 2022.03.30 10:37 CDT Director, Transmission  
Operations & Contracts 3/30/2022  
Name Title Date

## Specifications for Self-Supply or Third-Party Supply Pursuant to Schedules 5 and/or 6

1.0 Term of Transaction: 5 years

Start Date: 06/10/2022

Termination Date: 06/09/2027

2.0 Description of arrangements made for self-supply or third-party supply, including the specification of the amount of service required to meet the Transmission Customer's Ancillary Services obligation, identification of the resource(s) supplying the service and the Balancing Authority Area where the resource(s) are located:

Transmission Customer will self-supply Schedules 5 and/or 6 using the Nebo Power Plant located in the PACE balancing authority area beginning on the start date of this Service Agreement through an automatic dispatch process as specified in Attachment U of PacifiCorp's OATT and this Service Agreement. Transmission Customer will forecast the number of megawatts ("MWs") it will be self-supplying for Schedules 5 and/or 6 as specified in Section 6.1 below to meet its obligation. The Transmission Provider will charge the Transmission Customer for any remaining amount of its Schedule 5 and/or 6 obligation if the MWs being self-supplied do not meet its Schedule 5 and/or 6 obligation.

3.0 Description of the metering and communications equipment:

The Nebo Power Plant transmits some of the required data to the PacifiCorp EMS through an existing PacifiCorp remote terminal unit ("RTU") using an analog and digital feed. In addition, the Nebo Power Plant will use distributed network protocol ("DNP") serial protocol to collect the remaining required data points and map through to the existing PacifiCorp RTU.

4.0 Description of the procedures for data exchange or automation:

4.1 Data Exchange or Automation:

The data points that the Transmission Customer is required to supply to PacifiCorp in order to facilitate the automation of Schedule 5 and 6 self-supply are outlined below in Appendix 1 and required pursuant to Attachment U of PacifiCorp's OATT. All data points shall be sent to PacifiCorp every four (4) seconds to communicate the resource's status, capability, and current output. PacifiCorp will send a deployment amount requested (in MWs) to the Transmission Customer every four (4) seconds to indicate whether the customer should deploy or not. The details for deployment are further specified below in Section 6.2 of this Service Agreement Specification Sheet.

4.2 Communication Error Events:

PacifiCorp will notify the Transmission Customer immediately once PacifiCorp has discovered communication issues with the data exchange. The Transmission

Customer shall notify PacifiCorp immediately once a communication error has been discovered on the Transmission Customer's side of data exchange. PacifiCorp and the Transmission Customer shall work together to rectify any data exchange issues quickly in order to comply with BAL-002 and BAL-WECC-002.

5.0 Description of the calculation of the Transmission Customer's obligation:

The amount of Schedule 5 and 6 reserves called upon for each self-supplying Transmission Customer is outlined in Attachment V of PacifiCorp's OATT.

6.0 Description of the processes for forecasting, deploying, and verifying performance of self-supply or third-party supply:

6.1 Forecasting:

The Transmission Customer will provide a Day Ahead rolling seven-day forecast of its self-supply amount in MWs for each operating hour by submitting the forecast via a capacity e-Tag(s). These submissions can be updated up to T-57 minutes before the operating hour. When e-Tagging Schedule 5 and 6 requirements, the Transmission Customer will include one of the following in the comment field to identify the specific type of reserve being e-Tagged:

- RES-SPIN-PUR = Purchased Spinning Reserves
- RES-SPIN-SP = Self-Provided Spinning Reserves
- RES-NS-PUR = Purchased Non-Spinning Reserves
- RES-NS-SP = Self-Provided Non-Spinning Reserves

6.2 Deployment:

The automatic deployment signal (MW value) will be sent from PacifiCorp to the resource and will either be a zero (0) for non-deployment or a value greater than zero (0) indicating that the resource shall deploy. The MW value greater than zero (0) will be the pro-rata calculated portion of reserves that the resource should deploy. The resource(s) identified in Section 2 of this Service Agreement Specification Sheet shall respond to a deployment signal that is greater than zero (0) with a deployment acknowledge signal that indicates that the resource is deploying Schedule 5 or 6 reserves. Additionally, the resource is required to follow all other deployment requirements that are specified in Attachment U.

6.3 Performance Evaluation of Non-Participating Resources:

The resource's starting generation (one-minute average generation at the time the signal for deployment is sent) will be compared to the one-minute average generation 10 minutes following the deployment signal and during minutes 11-60 following the deployment signal. A failure will result when either the 10-minute or 60-minute test results show that the generation MW output is not greater than or equal to the starting generation plus the Schedule 5 or 6 reserve obligation. PacifiCorp will assess strikes for failures using the procedures outlined in Attachment U of PacifiCorp's OATT.

#### 6.4 Performance Evaluation of Participating Resources:

This participating resource section will only be applicable when the resource is registered as an Energy Imbalance Market (“EIM”) participating resource and PacifiCorp is allowed access to the resource’s Dispatch Operating Target (“DOT”) data. In the case where one of these two conditions is not met, then the resource will be evaluated using the non-participating resource methodology.

The resource’s DOT from the EIM and the Schedule 5 and 6 reserve obligation will be compared to the 1-minute average generation 10 minutes following the deployment signal and during minutes 11-60 following the deployment signal. A MW tolerance value will be determined based on historical resource performance for following the EIM DOT and will be applied to the performance evaluation to eliminate any potential issues with the resource not exactly following the DOT. A failure will result when either the 10-minute or the 11 - 60 minute test results show that the generation MW output is not greater than or equal to the market DOT plus the Schedule 5 or 6 reserve obligation less the MW tolerance value. PacifiCorp will assess strikes for failures using the procedures outlined in Attachment U of PacifiCorp’s OATT.

7.0 Point(s) of Receipt: Nebo Substation  
Delivering Party: UAMPS

8.0 Point(s) of Delivery: Mona Substation  
Receiving Party: PacifiCorp

9.0 Maximum amount of capacity and energy to be transmitted:  
Nebo Power Plant: 20 MW

10.0 Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

#### 10.1 Payments for Installation Costs:

Transmission Customer shall pay 100% of PacifiCorp’s good faith cost estimate described in the Scope of Work within fifteen (15) days after the Execution Date of this Service Agreement. Transmission Provider shall not be obligated to commence work (the “PacifiCorp Work”) until it receives such payment. Within three (3) months after completion of the PacifiCorp Work, or by other mutually agreeable time, Transmission Provider shall provide to Transmission Customer a statement of its final actual cost. If the statement identifies that the actual costs exceed Transmission Provider’s cost estimate, Transmission Customer shall pay the difference between the actual cost and cost estimate within thirty (30) days after Transmission Provider sends the final invoice to Transmission Customer. If Transmission Provider’s actual costs for the PacifiCorp Work are less than the amount of Transmission Provider’s cost estimate, the unused portion of any advance payment shall be refunded to Transmission Customer within thirty (30)

days after issuance of the statement of the final actual cost. Any amounts not paid by the Transmission Customer or not refunded by Transmission Provider by the due date will be deemed delinquent and will accrue interest calculated in accordance with 18 C.F.R. § 35.19a(a)(2)(iii), with such interest to be calculated from and including the due date, but excluding the date the delinquent amount is paid in full.

10.2 Authorization for Additional Installation Costs:

If Transmission Provider determines it will prudently incur costs to complete its work that exceed the cost estimate by 15% or more, Transmission Provider shall notify the Transmission Customer of the new estimated cost as soon as reasonably practicable. Upon receipt of such notice, Transmission Customer may elect, in its sole discretion, to cancel this Service Agreement by providing Transmission Provider written notice within fifteen (15) calendar days of Transmission Customer's receipt of the notice from Transmission Provider. If the customer does not exercise its election to terminate the Service Agreement within 15 calendar days, Transmission Provider shall file with FERC appropriate revisions to this Service Agreement to reflect the revised cost responsibility. Notwithstanding the Transmission Customer's decision not to elect to terminate the Service Agreement after such notice, nothing in this section affects the right of the Transmission Customer to challenge the amount of the increased cost responsibility by protesting such filing before FERC.

10.3 Payment for Ongoing Capital Expense:

After completion of installation, Transmission Customer shall pay Transmission Provider for any capital expense subsequently and prudently incurred by Transmission Provider to accommodate the Transmission Customer's self-supply or third-party supply. If Transmission Provider determines it is necessary to incur any capital expense, it shall notify the Transmission Customer of the capital cost estimate as soon as reasonably practicable, and file with FERC appropriate revisions to this Service Agreement reflect the revised cost responsibility. Nothing in this section affects the right of the Transmission Customer to protest such filing before FERC.

10.4 Payment for Ongoing Operation and Maintenance Expense:

Transmission Customer shall be responsible for any operation and maintenance expense prudently incurred by Transmission Provider for the Transmission Customer's self-supply of ancillary services. Based on the Transmission Customer's service specifications, Transmission Provider currently estimates it will not incur operation and maintenance expense for the Transmission Customer's self-supply of ancillary services under Schedules 5 and 6. If Transmission Provider subsequently determines it will prudently incur operation and maintenance expense, for the Transmission Customer's self-supply of ancillary services, it shall (1) notify the Transmission Customer of the revision as soon as reasonably

practicable and provide the operation and maintenance charge to be assessed, and (2) file with FERC appropriate revisions to this Service Agreement to reflect the operation and maintenance charge. Nothing in this section affects the right of the Transmission Customer to protest such filing before FERC.

## Appendix 1

### SCOPE OF WORK AND ESTIMATE FOR IMPLEMENTATION COSTS

Transmission Customer is Responsible For:

- UAMPS will build a new data communication point using a real-time automation controller (“RTAC”) with DNP serial protocol
- UAMPS will provide all data points that are required per Attachment U in the PacifiCorp OATT and listed below through the RTU connection.
- UAMPS will build in automation into its system to incorporate the automatic dispatch signal from PacifiCorp.

Transmission Provider is Responsible For:

- PacifiCorp will review the additional data points that are added to this existing and new connection, approve the data to be transferred into EMS, and configure the additional data points in EMS.
- PacifiCorp will review the RTAC connection and communication. This new connection point will be reviewed for a decision from PacifiCorp engineering to allow data transfer for UAMPS self-supply and in order to continue implementation.
- PacifiCorp will collect all self-supply data points into the OSISoft PI historian for historical tracking.
- PacifiCorp will build automation into EMS using programmable logic to meet all automation requirements and to provide an automated dispatch to the resource.
- PacifiCorp will update/create the displays in the EMS system.
- To work out any issues, the automation signals and data points will be tested (commissioned) by PacifiCorp and UAMPS prior to live operation.

Required Data Points:

- PMAX
- PMIN
- Ramp Rate
- Status - Active/Inactive
- Deployment Acknowledge Signal
- AS SP/NS Forecasted amount; unless entered into BSAP
- Net Generation (MW)
- Net Generator (MVAR)
- Real power flow through each of the low side feeder breakers
- Reactive power flow through each of the low side feeder breakers
- Reactive power flow from each of the shunt capacitor banks
- A phase high side transmission voltage
- B phase high side transmission voltage

- C phase high side transmission voltage
- Accumulator pulses for interchange metering kWh
- Status of all low and high side breakers

**Cost Estimate for Automation Implementation of the Nebo Power Plant: \$65,000\***

1. Additional data point review and connection: \$4,000
  - a. Working with the customer to determine points list
  - b. Review incoming data package provided by SCADA Engineering in the pre-staged EMS environment
  - c. Validate work in the Quality Assurance System Environment (QAS)
  - d. Confirm Production updates match QAS testing
  - e. Build displays and verify all environments are updated
  - f. Procurement of communications equipment at Dry Creek Substation: \$6,000
  - g. Installation of communications equipment plus overhead at Dry Creek Substation: \$15,000
  - h. Procurement of communications equipment at Nebo Plant Substation: \$6,000
  - i. Installation of communications equipment plus overhead at Nebo Plant Substation: \$14,000
2. Automation deployment signal testing: \$3,000
  - a. Working with the customer to verify field work is correct (point to point commissioning)
  - b. Review scaling, alarm status and configuration of data from field
3. Data point collection of all self-supply data points into PI historian: \$1,000
  - a. Validate points after deployment
4. Build Automation into EMS: \$16,000
  - a. Multiple iterations of testing with customer and Energy Supply Management to validate automation.
  - b. Validate that programming does not impact current system designs.
  - c. Advanced Applications validates the Model if changes are required.
  - d. Advanced Applications confirms the appropriate triggers are used to initiate the flow of data.

\* On September 28, 2021, UAMPS paid \$24,000. Therefore, an additional payment of \$41,000 is required.