

October 15, 2024

VIA ETARIFF

The Honorable Debbie-Anne A. Reese
Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

**RE: *PacifiCorp*,
Docket No. ER25-____-000
Project Construction Agreement**

Dear Secretary Reese:

Pursuant to Section 205 of the Federal Power Act,¹ Part 35 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,² and Order No. 714 regarding electronic filing of tariff submittals,³ PacifiCorp hereby tenders for filing the following agreement:

Project Construction Agreement Project Title: Pronghorn Interconnection at Antelope Substation: (“Construction Agreement”) between Idaho Power Company, and PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 790.

The Parties request the Commission accept the Construction Agreement on the 61st day from the date of filing, which is December 15, 2024.

1. Background and Reason for Filing

PacifiCorp and Idaho Power Company (“Idaho Power”) are parties to a Joint Ownership and Operating Agreement (“JOOA”), initially dated October 24, 2014, and updated periodically, which specifies certain roles and responsibilities between the parties related to jointly owned and/or operated assets, including, as is relevant to this filing, the Pronghorn interconnection at Antelope Substation. Under the terms of the JOOA, on July 11, 2023, Idaho Power, in its capacity as “Proposing Owner,” provided notice to PacificCorp of its desire to own, operate and construct a new substation adjacent to the Antelope Substation, include 230 kV and 161 kV transmission lines between the Pronghorn and Antelope substations (“Project”). Under the terms of the JOOA, the Non-Proposing Owner, in this case, PacifiCorp, has the option to participate in the capital upgrade or improvement proposed by the Proposing Owner, or decline to participate. On July 11, 2023, PacifiCorp provided notice to Idaho Power of its election not to participate and its approval

1 16 U.S.C. § 824d.

2 18 C.F.R. Part 35 (2024).

3 *Elec. Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008), *clarified*, Order No. 714-A, 147 FERC ¶ 61,115 (2014).

of the Project.

On September 26, 2024, Idaho Power and PacifiCorp entered into the Construction Agreement, which sets forth the design, procurement, and installation work to be performed by PacifiCorp to support Idaho Power's request. PacifiCorp, in its capacity as operator of the Antelope Substation under the terms of the JOOA, is responsible for design, permitting, construction, installation and commissioning of the Project in accordance with the Construction Agreement and relevant portions of the JOOA. Accordingly, PacifiCorp respectfully requests the Commission accept the Construction Agreement, attached hereto, for filing.

2. Effective Date and Request for Waiver

PacifiCorp requests an effective date of December 15, 2024, for the Construction 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 Construction Agreement be designated as PacifiCorp Rate Schedule No. 790.

4. Enclosure

The following enclosure is attached hereto:

- Construction Agreement between Idaho Power and PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 790.

5. Communications

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

Robert V. Eckenrod
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 2000
Portland, OR 97232
(503) 367-7259
Robert.Eckenrod@PacifiCorp.com

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

6. Notice

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

Mike Bracke
Idaho Power Company
1221 W. Idaho
Boise, ID 83702
mbracke@idahopower.com

Public Utility Commission of Oregon
PO Box 1088
Salem, OR 97308-1088
PUC.FilingCenter@state.or.us

7. Conclusion

For the reasons described herein, PacifiCorp respectfully requests the Commission issue an order accepting the attached Construction Agreement for filing with an effective date of December 15, 2024.

Respectfully submitted,

s/s Robert Eckenrod
Robert V. Eckenrod
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 2000
Portland, OR 97232
(503) 367-7259

IDAHO POWER COMPANY

And

PACIFICORP

PROJECT CONSTRUCTION AGREEMENT

Pronghorn Interconnection at Antelope Substation

September 26, 2024

Tariff Submitter: PacifiCorp

FERC Tariff Program Name: Electric TCS and MBR

Tariff Title: PacifiCorp - Transmission Rate Schedules

Tariff Record Title: Construction Agreement Pronghorn_JOOA

Record Content Description: Rate Schedule No. 790

Tariff Record Proposed Effective Date: December 15, 2024

Option Code: A

PROJECT CONSTRUCTION AGREEMENT
PROJECT TITLE:
Pronghorn Interconnection at Antelope Substation

This Project Construction Agreement (this "Agreement") is entered into as of September 26, 2024, by and between Idaho Power Company, an Idaho corporation ("Idaho Power"), and PacifiCorp, an Oregon corporation ("PacifiCorp"). Idaho Power and PacifiCorp are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Idaho Power is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Idaho; and

WHEREAS, PacifiCorp is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Idaho; and

WHEREAS, the Parties own and operate certain transmission facilities and substations pursuant to that certain Joint Ownership and Operating Agreement, dated as of October 24, 2014, as amended from time to time thereafter, (the "JOOA") between Idaho Power and PacifiCorp, including the Antelope Substation; and

WHEREAS, pursuant to Section 6.1(a) of the JOOA, Idaho Power, in its capacity as a "Proposing Owner" under the JOOA, provided notice to PacifiCorp by letter dated July 11, 2023, of its desire to own, operate and construct a new substation ("Pronghorn Substation") immediately adjacent to the Antelope Substation, including the 230 kV and 161 kV transmission lines between the Pronghorn and Antelope substations (the "Project"); and

WHEREAS, pursuant to Section 6.1(a) of the JOOA, PacifiCorp, in its capacity as a "Non-Proposing Owner" under the JOOA, provided notice to Idaho Power of its election not to participate in the Project by acknowledging Idaho Power's letter dated July 11, 2023; and

WHEREAS, pursuant to Section 6.1 of the JOOA, the Parties have agreed on (a) the Project, (b) the scope of the Project, (c) each Party's share of the costs of the Project, and (d) the planned in-service date of the Project, all of which are incorporated into this Agreement;

WHEREAS, pursuant to Section 6.1 of the JOOA, the Parties have agreed on (a) the allocation between the Parties of increased Directional Capacity Allocation and the corresponding Directional Capacity Allocation Percentages associated with the Project, and (b) any change in each Parties' Ownership Interest in the Transmission Facilities and Substations associated with the Project, all of which will be incorporated into an amended version of the JOOA.;

WHEREAS, PacifiCorp, in its capacity as "Operator" of the Antelope substation under the JOOA, is responsible for the design, permitting, construction, installation and commissioning of the Project in accordance with this Agreement and Section 6.1 of the JOOA;

WHEREAS, Idaho Power seeks to take ownership of all Operational Interest in the 161/138 kV Antelope transformer BK3, the terms of which shall be subject to a separate agreement between the Parties; and

WHEREAS, this Agreement sets forth the Parties' understanding with respect to design, permitting, construction, installation and commissioning of the Project and certain related matters, including cost responsibility of the Parties with respect to the design, permitting, construction, installation and commissioning of Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties enter into this Agreement with the understanding that each mutually benefits from this Agreement and further agree to the following:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the JOOA.
2. Term; Termination.
 - (a) Term. The term of this Agreement shall commence on the date ("Effective Date") that is the later of (i) the date of this Agreement and (ii) the date designated by FERC, if filed at the FERC and accepted for filing.
Termination. This Agreement shall terminate ninety (90) days following the later of (i) the in-service date of the Project, or (ii) PacifiCorp's receipt of final payment from Idaho Power for Idaho Power's share of the Project Costs in accordance with the terms of this Agreement.
3. Scope and Performance of Work.
 - (a) The Project. The proposed project will effectuate a new transmission interconnection between Idaho Power's new Pronghorn substation being constructed to support Idaho Power load service, and the Antelope substation, as more fully described in Exhibit A (Scope of Work).
 - (b) PacifiCorp Responsibilities. PacifiCorp will be responsible for all aspects of the design, permitting, construction, installation, and commissioning of the Project at Antelope substation in accordance with the terms of this Agreement and the JOOA
 - (c) Standard of Work. PacifiCorp is acting under this Agreement in its capacity as Operator under the JOOA. As such, PacifiCorp shall perform its obligations under this Agreement in accordance with the standard set forth

in Article 5.1 of the JOOA. In the event of any conflict between the terms of this Agreement and the JOOA, the terms of the JOOA shall control.

4. Responsibility for Costs.

- (a) Estimated Project Costs. PacifiCorp estimates as of the Effective Date that the total Project Costs for the Project will be \$4,637,000 ("Total Project Costs"). Idaho Power will be responsible for 100% ("Idaho Power's Cost Share") of the Total Project Costs.
- (b) Project Costs Funding. PacifiCorp will invoice Idaho Power for Idaho Power's Cost Share of the actual costs and expenses incurred by or on behalf of PacifiCorp in connection with the design, permitting, construction, installation, and commissioning of the Project in accordance with the terms of this Agreement and the JOOA (the "Project Costs"). PacifiCorp shall invoice Idaho Power for Project Costs no more often than once a month in accordance with a schedule to be provided by PacifiCorp to Idaho Power ("Project Costs Schedule"). The Project Cost Schedule is set forth in Exhibit C. Idaho Power shall pay such invoice within thirty (30) calendar days of receipt. PacifiCorp shall provide Idaho Power with an updated Project Costs Schedule from time to time; provided, however, PacifiCorp shall consult with Idaho Power prior to any material increases in the Total Project Costs, and shall provide to Idaho Power such reasonable supporting documentation and information with respect to Total Project Costs as Idaho Power may request from time to time; provided, further, that in no event shall such revised Project Costs Schedule require Idaho Power to pay additional Project Costs to PacifiCorp within thirty (30) days of receipt of such revised Project Costs Schedule.

5. Project Schedule. As of the date of this Agreement, the Parties have agreed to the Estimated Schedule and Milestones attached as Exhibit B for the completion of the Project. All Project schedule milestones shall be best estimates of the time required to complete each Party's task at the time the schedule was developed.

6. Capacity Allocations. The Parties agree that (a) the allocation between the Parties of increased Directional Capacity Allocation and the corresponding Directional Capacity Allocation Percentages associated with the Project, and (b) any change in each Parties' Ownership Interest in the Transmission Facilities and Substations associated with the Project shall be in accordance with the Pronghorn/Antelope JOOA Amendment. Upon completion of construction, the Parties will update Exhibit C of the JOOA. The anticipated JOOA Exhibit C capacity allocation modifications are attached as Exhibit D for illustrative purposes.

7. Governing Law; Waiver of Jury Trial.

- (a) Governing Law. This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy arising out of this Agreement (whether based on contract, tort, or any other theory), including all matters of construction, validity, effect, performance and remedies with

respect to this Agreement, shall be governed by and interpreted, construed, and determined in accordance with, the laws of the State of Idaho (regardless of the laws that might otherwise govern under applicable principles of conflicts of law).

- (b) 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 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.
8. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
9. Assignment. This Agreement may not be assigned, in whole or in part, without the prior written consent of the other Party which consent will not be unreasonably withheld, conditioned or delayed. Any attempt to assign this Agreement, in whole or in part, without the prior written consent of the other Party will be deemed voidable by the other Party. Notwithstanding the foregoing, either Party may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (a) Affiliate; (b) successor in interest; or (c) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which the assigning Party is a party. A Party making such an assignment shall notify the other Party in writing within thirty (30) days of the assignment.
10. Disputes. Article 17 of the JOOA is incorporated by reference herein.
11. Entire Contract. This Agreement and the Exhibits attached hereto, and the other documents referenced herein constitute the entire agreement between the Parties and supersede all prior agreements and understandings, whether oral and written, between the Parties with respect to the subject matter hereof. There are no oral understandings, terms or conditions and the Parties have not relied upon any representation or warranty, expressed or implied, not contained in this Agreement.
12. Notices. Any notice, demand, request or other communication required or permitted to be given pursuant to this Agreement shall be in writing and signed by the Party giving such notice, demand, request or other communication and shall be hand delivered or sent by certified mail, return receipt requested, or overnight courier to the other Party at the address set forth below:

Idaho Power:

Idaho Power
Attn: Jared Ellsworth
1221 W. Idaho Street
PO Box 70 (83707)
Boise, ID 83702
Phone: 208-388-6499
e-mail: JEllsworth@idahopower.com

With a copy to:

Idaho Power Legal Department
1221 W. Idaho Street
PO Box 70 (83707)
Boise, ID 83702

PacifiCorp:

PacifiCorp Transmission
Attn: PacifiCorp Transmission Services,
Kristopher Bremer
825 NE Multnomah St., Suite 1600
Portland, OR 97232
Phone: 503-813-6496
e-mail: kristopher.bremer@pacificorp.com

13. Invoices and Payment. Invoices and payments shall be sent to the address(es) set out below, as the same may be changed from time to time by written notice delivered to the other Party:

PacifiCorp: Payments:
PacifiCorp Transmission
Attn: PacifiCorp Transmission Services, Lori Rolow
825 NE Multnomah St., Suite 1600
Portland, OR 97232
with a copy by e-mail to: LoriJ.Rolow@pacificorp.com

Idaho Power: Invoices:
Idaho Power
Attn: Principal Engineering & Const. Project Manager, Mike Bracke
1221 W. Idaho Street
PO Box 70 (83707)
Boise, ID 83702
with a copy by e-mail to: mbracke@idahopower.com

14. Indemnification; Limitation of Liability. Article 14 of the JOOA is incorporated by reference herein.
15. Force Majeure. Article 11 of the JOOA is incorporated by reference herein.

16. Successors. This Agreement shall be binding upon each of the Parties and their respective successors and permitted assigns.
17. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to affect the intent of the Parties. The Parties further agree to replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such illegal, void or unenforceable provision.
18. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be original, and all of which together shall constitute one agreement. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original. At the request of either Party, the other Party will confirm electronically transmitted signatures by signing an original document.
19. Contractors and Subcontractors. Nothing in this Agreement shall prevent either Party from utilizing the services of any third-party contractor or subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that such Party shall require any such third-party contractor or subcontractor to comply with all applicable terms and conditions of this Agreement; provided, further, that each Party shall remain primarily liable to the other Party for the performance of such third-party contractor and subcontractor.
20. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to nor shall be construed to confer upon or give to any Person (other than the Parties) any rights or remedies under or by reason of this Agreement or any transaction contemplated herein.
21. Survival. The provisions of Sections 4, as well as all payment obligations and liabilities incurred before the termination or expiration of this Agreement, will survive its termination or expiration.
22. Modifications or Amendments. This Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument in writing executed by the Parties. All amendments to this Agreement, if originally filed with FERC, will be filed with FERC by PacifiCorp as a restated agreement.
23. Recitals. The above-stated recitals are hereby incorporated into and made a part of this Agreement.
24. Waiver. Waivers of any right, privilege, claim, obligation, condition, or default shall be in writing and signed by the waiving Party. No waiver by a Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach, and no waiver by a Party of any right or obligation under this Agreement shall be construed as a waiver of any other right or obligation under this Agreement.

25. Further Assurances. Each Party agrees to execute and deliver from time to time such additional documents, and take such additional actions, as may be reasonably required by the other Party to give effect to the purposes and intent hereof.

26. NO WARRANTY. EXCEPT AS STATED HEREIN, IDAHO POWER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE ACCURACY, VALIDITY, RELIABILITY, USABILITY, VALUE OR OTHERWISE OF THE WORK PERFORMED BY OR ON BEHALF OF IDAHO POWER HEREUNDER. IDAHO POWER DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES AS TO ANY ASPECT OF SUCH WORK, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective as of the day and year first herein above written.

IDAHO POWER

PACIFICORP



Signature

Rick Vail Digitally signed by Rick Vail
Date: 2024.09.26 08:58:13
-07'00'

Signature

Mitch Colburn

Name

Rick Vail

Name

VP Planning Eng & Constr.

Title

VP, Transmission

Title

Exhibit A

Scope of Work

Pronghorn Substation

The following outlines the design, procurement, construction, installation, and ownership of equipment at Idaho Power's Pronghorn substation.

Idaho Power to be Responsible For:

- Procure all necessary permits, lands, rights of way and easements required for the construction and continued maintenance of the Pronghorn substation.
- Coordinate with PacifiCorp on the relays to be installed for the protection of the two tie lines between Pronghorn and Antelope substations as well as all relay settings for monitoring the lines.
- Coordinate with PacifiCorp to ensure communications in Pronghorn are compatible with communications equipment in Antelope substation to support relaying.

PacifiCorp to be Responsible For:

- Coordinate with Idaho Power on the relays to be installed for the protection of the two tie lines between Pronghorn and Antelope substations as well as all relay settings for monitoring the lines.
- Coordinate with Idaho Power to ensure communications in Pronghorn are compatible with communications equipment in Antelope substation to support relaying.

Antelope-Pronghorn Tie Line

The following outlines the design, procurement, construction, and installation of two transmission lines between Antelope and Pronghorn substations.

Idaho Power to be Responsible For:

- Procure all necessary permits, lands, rights of way and easements required for the construction and continued maintenance of both the 230 kV and 161 kV transmission lines.
- Coordinate with PacifiCorp on the design the structures for the 230 kV line that will cross over the existing Antelope-Bannack Pass transmission line to ensure proper clearance is maintained.
- Coordinate the design of the Idaho Power's last structure with PacifiCorp. Idaho Power's last structure prior to PacifiCorp's deadend will be the point of change of ownership for both lines. Leave sufficient quantities of conductor and fiber optic cable on the last structures to allow PacifiCorp to terminate onto the Antelope substation deadend structures.

PacifiCorp to be Responsible For:

- Coordinate with Idaho Power on the design of the structures for the 230 kV line that will cross over the existing Antelope-Bannack Pass transmission line.

- Provide Idaho Power PacifiCorp's standards for the Deadends of the tie lines to be installed outside of Antelope substation.
- PacifiCorp will provide all assistance necessary to complete the assignment of Bureau of Land Management (BLM) authorization IDI-17642 and a portion of BLM authorization IDI-0881, attached as Exhibit E. Time is of the essence and assignment must be completed in time to meet 2026 construction dates.
- Coordinate PacifiCorp's 69 kV line crossings with Idaho Power 138 kV lines 1 and 2.

Antelope Substation

The following outlines the design, procurement, construction, installation, and ownership of equipment at Idaho Power's Pronghorn substation.

PacifiCorp to be Responsible For:

- Procure the necessary permits and property rights required to expand the substation for the new 230 kV line position.
- Design, procure and construct and new 230 kV line position which will include the following major pieces of equipment:
 - (2) 230KV, 2000A, VB group operated switches, Horizontal Mount.
 - (1) 230KV, 2000A, VB group operated switches, Vertical Mount
 - (1) 230KV, 2000A, VB group operated switches, Vertical Mount, w/ motor operator
 - (1) 242KV, 2000A, 40KA, 125VDC circuit breaker.
 - (3) 230KV Surge Arrestors.
 - (3) 230kV CT/VT Metering Transformers
- Perform a CDEGS grounding analysis of the expanded portion of the substation.
- Terminate the last line segment of Idaho Power's 230 kV tie line from Pronghorn into the new substation deadend structure.
- Remove the existing 161/138 transformer #3 along with all 138 kV equipment associated with the transformer including circuit breakers, switches and instrument transformers.
- Construct and new 161 kV line position in the bay vacated by the removed transformer which will include the installation of the following equipment:
 - (1) 169KV, 2000A, 40KA, 125VDC circuit breaker.
 - (1) 161KV, 2000A, VB group operated switches, Horizontal Mount.(Breaker By-pass switch)
 - (2) 161KV, 2000A, VB group operated switches, Vertical Mount (Breaker disconnect switches)
 - (3) 161KV Surge Arrestors.
 - (3) 161KV CT/VT Metering Transformers
 - (3) 161kV CCVT (Sync – Check)

- Terminate the last line segment of Idaho Power's 161 kV tie line from Pronghorn into the new substation deadend structure.
- Design and implement line current differential relay systems for the lines to Pronghorn substation. Coordinate settings with Idaho Power.
- Implement standard bus differential relay packages for the new 230 kV and 161 kV bus infrastructure.
- Evaluate and modify the existing Antelope remedial action scheme as necessary to account for the addition of Pronghorn substation.
- Install a new RTU in the substation control building to support the data acquisition associated with the Pronghorn substation interconnection.
- Install fiber optic cable in conduit from the substation control building to the substation fence line. Splice to the fiber to be installed on the transmission lines running from Pronghorn substation.
- Procure and install the necessary communications equipment to support relaying and data acquisition associated with the Pronghorn substation.
- Design, procure and install 230 kV interchange metering equipment for the line to Pronghorn including two (2) revenue quality meters, test switch, instrument transformers, metering panels, junction box and secondary metering wire.
- Design, procure and install 161 kV interchange metering equipment for the line to Pronghorn including two (2) revenue quality meters, test switch, instrument transformers, metering panels, junction box and secondary metering wire.
- Move the Brady interchange common source to meter.
- Provide and install an Ethernet connection for retail sales and generation accounting via the MV-90 translation system.

Exhibit B

Estimated Schedule and Milestones

Execute Construction Agreement	September 6, 2024
Idaho Power Transmission Line Design Information Provided	January 10, 2025
PacifiCorp Design Complete	June 20, 2025
PacifiCorp Construction Commences	June 25, 2025
PacifiCorp to provide clearance and transfer ownership of Scoville Line #2 to Idaho Power	January 1, 2026
PacifiCorp Long Lead Materials Received	January 15, 2026
PacifiCorp and Idaho Power Construction Complete 230kV line/ bay	May 1, 2026
PacifiCorp to provide clearance and transfer ownership of Scoville Line #1 to Idaho Power	June 1, 2026
PacifiCorp and Idaho Power Construction Complete	July 29, 2026
PacifiCorp and Idaho Power Commissioning Complete	August 12, 2026
Equipment Energized/Project Completion	November 14, 2026

Exhibit C

Project Cost Schedule

Pursuant to the terms of the JOOA, PacifiCorp shall send invoices for Project Costs to Idaho Power on a quarterly basis.

Exhibit D

Anticipated Updates to the Joint Ownership and Operating Agreement between Idaho Power and PacifiCorp

JOA Exhibit C Update

Tables D1-D4: Existing Antelope Station and Antelope – Scoville 138kV Ownership

Substations

	Segment Ownership Interests		Directional Capacity Allocation (MW)						Directional Capacity Allocation (%)				Operator	
			North-to-South MW			South-to-North MW			North-to-South %		South-to-North %			
			IPC	PAC	TOTAL	IPC	PAC	TOTAL	IPC	PAC	IPC	PAC		
Antelope 230 kV Substation	IPC %	PAC %												
Brady Terminal	12.2%	87.8%	0.0	246.5	246.5	60.0	186.5	246.5	0.0%	100.0%	24.3%	75.7%	PAC	
Lost River Terminal	0.0%	100.0%							0.0%	100.0%	0.0%	100.0%		
Anaconda Terminal	0.0%	100.0%							0.0%	100.0%	0.0%	100.0%		
Transformer Terminal (230/161kV)	26.8%	73.2%				60.0	164.0	224.0			26.8%	73.2%		
230 kV Bus Assets (Substation O&M Allocation)	9.7%	90.3%												

	Segment Ownership Interests		Directional Capacity Allocation (MW)						Directional Capacity Allocation (%)				Operator	
			West-to-East MW			East-to-West MW			West-to-East %		East-to-West %			
			IPC	PAC	TOTAL	IPC	PAC	TOTAL	IPC	PAC	IPC	PAC		
Antelope 161 kV Substation	IPC %	PAC %												
Goshen Terminal	0.0%	100.0%							0.0%	100.0%	0.0%	100.0%	PAC	
Transformer Terminal (230/161kV)	26.8%	73.2%				60.0	164.0	224.0			26.8%	73.2%		
Transformer Terminal (161/138kV)#1	66.7%	33.3%				68.5	34.2	102.7			66.7%	33.3%		
Transformer Terminal (161/138kV)#2	66.7%	33.3%				61.1	30.6	91.7			66.7%	33.3%		
161 kV Bus Assets (Substation O&M Allocation)	40.0%	60.0%												

	Segment Ownership Interests		Directional Capacity Allocation (MW)						Directional Capacity Allocation (%)				Operator
			West-to-East MW			East-to-West MW			West-to-East %		East-to-West %		
	IPC %	PAC %	IPC	PAC	TOTAL	IPC	PAC	TOTAL	IPC	PAC	IPC	PAC	
Antelope 138 kV Substation													
Scoville Terminal #1	66.7%	33.3%				86.7	43.3	130.0			66.7%	33.3%	PAC
Scoville Terminal #2	66.7%	33.3%				86.7	43.3	130.0			66.7%	33.3%	
Transformer Terminal #1 (161/138 kV)	66.7%	33.3%				68.5	34.2	102.7			66.7%	33.3%	
Transformer Terminal #2 (161/138 kV)	66.7%	33.3%				61.1	30.6	91.7			66.7%	33.3%	
138 kV Bus Assets	66.7%	33.3%											

Transmission Line

	Segment Ownership Interests		Directional Capacity Allocation (MW)						Directional Capacity Allocation (%)				Operator
			West-to-East MW			East-to-West MW			West-to-East %		East-to-West %		
	IPC %	PAC %	IPC	PAC	TOTAL	IPC	PAC	TOTAL	IPC	PAC	IPC	PAC	
Antelope-Scoville Transmission													
Antelope-Scoville 138 kV	66.7%	33.3%	173.3	86.7	260.0	173.3	86.7	260.0	66.7%	33.3%	66.7%	33.3%	PAC

Tables D5-D6: Anticipated Antelope Station and Antelope – Scoville 138kV Ownership with Pronghorn Project

Substations

	Segment Ownership Interests		Directional Capacity Allocation (MW)						Directional Capacity Allocation (%)				Operator	
			North-to-South MW			South-to-North MW			North-to-South %		South-to-North %			
			IPC	PAC	TOTAL	IPC	PAC	TOTAL	IPC	PAC	IPC	PAC		
Antelope 230 kV Substation	IPC %	PAC %												
Brady Terminal	12.2%	87.8%	0.0	246.5	246.5	60.0	186.5	246.5	0.0%	100.0%	24.3%	75.7%	PAC	
Lost River Terminal	0.0%	100.0%							0.0%	100.0%	0.0%	100.0%		
Anaconda Terminal	0.0%	100.0%							0.0%	100.0%	0.0%	100.0%		
Transformer Terminal (230/161kV)	76.8%	73.2%				60.0	164.0	224.0			26.8%	73.2%		
Pronghorn Terminal	100.0%	0.0%							100.0%	0.0%	100.0%	0.0%		
230 kV Bus Assets (Substation O&M Allocation)	27.8%	72.2%												

	Segment Ownership Interests		Directional Capacity Allocation (MW)						Directional Capacity Allocation (%)				Operator	
			West-to-East MW			East-to-West MW			West-to-East %		East-to-West %			
			IPC	PAC	TOTAL	IPC	PAC	TOTAL	IPC	PAC	IPC	PAC		
Antelope 161 kV Substation	IPC %	PAC %												
Goshen Terminal	0.0%	100.0%							0.0%	100.0%	0.0%	100.0%	PAC	
Transformer Terminal (230/161kV)	26.8%	73.2%				60.0	164.0	224.0			26.8%	73.2%		
Transformer Terminal (161/69kV)	0.0%	100.0%							0.0%	100.0%	0.0%	100.0%		
Pronghorn Terminal	100.0%	0.0%							100.0%	0.0%	100.0%	0.0%		
161 kV Bus Assets (Substation O&M Allocation)	81.7%	68.3%												

The Antelope 138kV Substation table will be removed from the JOOA because the Antelope 138kV yard will no longer exist. The Antelope – Scoville Transmission will be removed from the JOOA. Idaho Power will be the sole owner of the 138kV transmission from Pronghorn to Scoville.

Exhibit E

Right-of-Way Grant Assignment Consent Form

Case File Serial Number: _____

Assignor Consent

_____ does hereby consent to assign to
_____ all undivided right, title, and
interest in and to right-of-way grant _____, if approved by the United States
Department of the Interior, Bureau of Land Management.

Signature of Assignor

Date

Title

Assignee Agreement

_____ does hereby make application for
approval of the above assignment of right-of-way grant number _____.

This application is made pursuant to the regulations in Title 43, Code of Federal Regulations,
parts 2800 and 2880.

_____, the undersigned applicant, agrees to
comply with and be bound by all terms and conditions of the right-of-way.

Signature of Assignee

Date

Title

