

December 6, 2019

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

RE: *PacifiCorp*
Docket No. ER20-_____-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”), Part 35 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) regulations, 18 C.F.R. Part 35 (2019), and Order No. 714¹ regarding electronic filing of tariff submittals, PacifiCorp hereby tenders for filing the following agreement:

Service Agreement for Network Integration Transmission Service (“NITSA”) between PacifiCorp and Bonneville Power Administration (“BPA”), dated November 26, 2019, designated as Fifth Revised Service Agreement No. 746 under PacifiCorp’s Volume No. 11 Open Access Transmission Tariff (“OATT”).

1. Background and Reason for Filing

The NITSA provides the terms for network integration transmission service (“NITS”) to the loads of five BPA customers. On October 15, 2019, in Docket No. ER20-112, PacifiCorp filed with the Commission the Fourth Revised Service Agreement No. 746, which the Commission accepted via letter order dated December 4, 2019.

On November 26, 2019, PacifiCorp and BPA executed the Fifth Revised Service Agreement No. 746. This filing reflects mutually agreed upon edits to Exhibits A - Designated Loads for Network Integration Transmission Service. PacifiCorp followed its OATT procedures to evaluate and accommodate the requested modifications to BPA’s network service. Accordingly, PacifiCorp respectfully requests that the Commission accept the NITSA, attached hereto, for filing.

¹ *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008).

2. Effective Date and Request for Waiver

The NITSA is being filed within 30 days of the service commencement date (*i.e.*, December 1, 2019). Therefore, in accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp respectfully requests an effective date of December 1, 2019 for the NITSA.

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 NITSA be designated as Fifth Revised Service Agreement No. 746 under PacifiCorp's OATT.

4. Enclosures

The following enclosures are attached hereto:

- Enclosure 1 Service Agreement for Network Integration Transmission Service between PacifiCorp and BPA, designated as Fifth Revised Service Agreement No. 746
- Enclosure 2 Redline of Fifth Revised Service Agreement No. 746, as compared to Fourth Revised Service Agreement No. 746

5. Communications

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

Riley Peck
Associate Attorney
PacifiCorp
825 N.E. Multnomah, Suite 2000
Portland, OR 97232
(503) 813-6490
(503) 813-6508 (facsimile)
Riley.Peck@PacifiCorp.com

Rick Vail
Vice President, Transmission
PacifiCorp
825 N.E. Multnomah, Suite 1600
Portland, OR 97232
(503) 813-6938
(503) 813-7252 (facsimile)
Richard.Vail@PacifiCorp.com

6. Service List

Pursuant to 18 C.F.R. § 35.2(e)(1)(ii), a copy of this filing is being served on the following:

Paul Garrett
Bonneville Power Administration
905 NE 11th Avenue
Portland, OR 97232
dlpleger@bpa.gov

Idaho Public Utilities Commission
PO Box 83720
Boise, ID 83720
diane.hanian@puc.idaho.gov

Wyoming Public Service Commission
Hansen Building
2515 Warren Avenue, Suite 300
Cheyenne, WY 82002
Wyoming_psc@wyo.gov

If you have any questions, or if I can be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

/s/ Riley Peck
Riley Peck

Attorney for PacifiCorp

**Service Agreement For
Network Integration Transmission Service
Under PacifiCorp's Open Access Transmission Tariff,
Volume No. 11**

- 1.0 This Service Agreement, originally dated March 24, 2016, revised June 30, 2016, November 30, 2016, Dec. 27, 2018, September 30, 2019, and November 26, 2019 is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Bonneville Power Administration, Power Business Line / BPAP ("Transmission Customer") for the provision of Network Integration Transmission Service for service to Fall River Rural Electric Coop., City of Soda Springs, Lost River Electric Coop., Lower Valley Energy and Salmon River Electric Coop. This Service Agreement supersedes and replaces Fourth Revised Service Agreement No. 746, effective September 30, 2019. This agreement will be filed with the Commission as Fifth Revised Service Agreement No. 746.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) December 1, 2019 or (2) such other date as it is permitted to become effective by the Commission. This Service Agreement shall continue through June 30, 2028, unless terminated as provided below.
- The Transmission Customer may terminate this Service Agreement by providing notice to Transmission Provider pursuant to this section. Such termination notice shall be effective upon the later of (1) twelve months from the date of such notice; or (2) the date that Transmission Customer commences service under an alternative transmission agreement made possible by the completion of transmission facilities or other transmission arrangements.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Service Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.
- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.

- 7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.
- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.4 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 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:

PacifiCorp
Director, Transmission Services
825 N.E. Multnomah St., Suite 1600
Portland, Oregon 97232

Transmission Customer:

Bonneville Power Administration, Power Services
905 NE 11th Avenue
Portland, OR 97232
Attention: Transfer Services - PST
Phone: 503-230-5339
Fax: 503-230-3242

- 11.0 The Tariff is incorporated herein and made a part hereof.

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

Transmission Provider:

PacifiCorp

By: /s/ Rick Vail VP, Transmission 11/26/2019
Name Title Date

Transmission Customer:

Bonneville Power Administration, Power Services

By: /s/ Paul Garrett Manager, Power Account Services 11/26/2019
Name Title Date

**Designated Loads For
Network Integration Transmission Service**

1.0 Transmission Customer's Load Designated as Network Service:

The Transmission Customer's load delivered at various point(s) of delivery (PODs) in Southern Idaho:

Load	Delivery Point	Voltage	MW
Lost River Coop/ Salmon River Electric	Antelope- Lost River	230	71
Fall River Rural Electric/Lower Valley Power & Light	Goshen	161	304
Fall River Rural Electric	South Fork West Rexburg	12.5 69	2 6
City of Soda Springs	Soda Springs	46.5	5
Lower Valley Power & Light	Three Mile Knoll	138	30

The Lower Valley's customer load at the Goshen delivery point is also served, in part, by the output of the Horse Butte Wind generating facility, which will be delivered to Lower Valley's customer load under the terms of the Transmission Service and Operating Agreement between Utah Associated Municipal Power Systems ("UAMPS") and PacifiCorp ("UAMPS TSOA"). To differentiate between deliveries to Lower Valley under this Service Agreement and deliveries under the UAMPS TSOA, a new sink labeled "UAMPS LVE" has been created by UAMPS for use by Transmission Customer as described further in a Memorandum of Agreement between Transmission Customer, UAMPS, and Lower Valley. Deliveries to UAMPS LVE shall be deducted from the Network Load served by this Service Agreement (as described below) and shall be added to the Network Load served under the UAMPS TSOA.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates:

Generation from Network Resources identified in Exhibit B to this Service Agreement will be used to meet the load obligations of

the Transmission Customer's designated loads described in Section 1.0 above.

The generation from Network Resources identified in Exhibit B originates in the control areas indicated in Exhibit B. The transaction terminates in the control area of Transmission Provider's eastern transmission system.

3.0 Point(s) of Receipt: As identified in Exhibit B.

For the resources received at the BPAT.PACW Point of Receipt and delivered to the Points of Delivery, the Transmission Customer shall schedule across Transmission Provider's western transmission system by using the following paths: BPAT.PACW-PACW-SMLK-M500 and/or the BPAT.PACW-PACW-SMLK; and across the eastern transmission system using the following path: KPRT-GSHN. It is the Transmission Customer's sole responsibility to acquire third-party transmission service to deliver the resources from SMLK or M500 to KPRT across the Intervening System.

Delivering Party: Transmission Customer

4.0 Point(s) of Delivery:

(1) Antelope-Lost River;

Load: Lost River Electric Cooperative, Inc. (LREC) and Salmon River Electric Cooperative, Inc. (SREC);

Location: The point near Arco, Idaho on the Lost River-Antelope 230 kV transmission line, where ownership changes from LREC to the Transmission Provider;

Voltage: 230 kV;

Points of Metering:

- (a) in the Transmission Customer's Lost River Substation, in the 69 kV circuit over which such electric power and energy flows;
- (b) in the SREC's South Butte Substation in the 69 kV circuit over which such electric power and energy flows;
- (c) in the Transmission Customer's Round Valley Substation in the 69 kV circuit over which such electric power and energy flows;

The above listed meters shall be adjusted for losses back to the Point of Delivery.

Additional Metering Calculation Instructions: the metering at Antelope shall be adjusted by adding the positive meter readings at the following generation point:

- Warm Springs Hydro
 - (Location: behind Salmon River's meter in the 480 V circuit over which such electric power and energy flows);

(2) Goshen;

Load: Fall River Rural Electric Cooperative, Inc. (Fall River) and Lower Valley Power and Light, Inc. (Lower Valley);

Location: the points in the Transmission Provider's Goshen substation where the 161 kV facilities of the parties hereto are connected;

Voltage: 161 kV;

Point of Metering: at the point of delivery, in the 161 kV circuits over which such electric power and energy flow;

Additional Metering Calculation Instructions: the metering at Goshen shall be adjusted by adding the positive or negative meter readings at the following generation points:

- Swift Creek Upper Valley
 - (Location: the point in Lower Valley's Tincup Substation, measured at 12.5 kV.)
- Swift Creek Lower Valley
 - (Location: the point in Lower Valley's Tincup Substation, measured at 12.5 kV.)
- Swift Creek Lower Valley Culinary
 - (Location: the point in Lower Valley's Tincup Substation, measured at 12.5 kV.)
- Horse Butte
 - Location: the point in the BPA transmission services' Cattle Creek Switching Station, where the 115 kV facilities of BPA and Utah Associated Municipal Power Systems are connected.)
- Palisades Dam
 - (Location: the point in BPA's Palisades-Swan Valley and Palisades-Goshen transmission lines, where the 115 kV transmission lines integrating the output of the

Palisades Powerhouse connect to the BPA Goshen-area sub-system.

(3) South Fork;

Load: Fall River;

Location: the point near Ririe, Idaho, in the Transmission Provider's South Fork Substation where the 12.5 kV facilities of Fall River and the Transmission Provider are connected;

Voltage: 12.5 kV;

Point of Metering: at the point of delivery, in the 12.5 kV circuit at South Fork Substation over which such power and energy flows;

(4) West Rexburg;

Load: Fall River;

Location: the point in the vicinity of Rexburg, Idaho where the 69 kV facilities of the Transmission Provider and Fall River are connected;

Voltage: 69 kV;

Point of Metering: at the 12.5 kV circuit in Fall River's Rexburg Substation over which such power and energy flows;

(5) Soda Springs;

Load: City of Soda Springs (City);

Location: the point in the City's Soda Springs Substation where the 46 kV facilities of the Transmission Provider and the City are connected;

Voltage: 46 kV;

Point of Metering: at the point of delivery, in the City's Soda Springs Substation, in the 46 kV circuit over which such electric power and energy flows;

Receiving Party: Transmission Customer

- 5.0 Designation of party(ies) subject to reciprocal service obligation:
Transmission Customer
- 6.0 Name(s) of any Intervening Systems: Idaho Power Company
- 7.0 Service under this Service Agreement shall be subject to the 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 and this Service Agreement. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

As used in this Service Agreement, the Transmission Customer's "Modified Monthly Network Load" shall mean the Transmission Customer's Monthly Network Load as determined pursuant to section 34.2 of the Tariff and as measured pursuant to section 4.0 of Exhibit A of this Service Agreement, minus any transmission schedules with a sink of "UAMPS LVE".

7.1 Transmission Charge:

- a) Transmission Service:
Transmission Customer shall pay a Monthly Demand Charge, which shall be determined by multiplying Transmission Customer's Modified Monthly Network Load by the Transmission Provider's monthly transmission rate as established in and pursuant to Attachment H-1 of the Tariff.

7.2 Redispatch Charges for Network Integration Transmission Service:

The Transmission Provider reserves the right to charge for Transmission Customer's portion of any redispatch costs, which shall be equal to the ratio of the Transmission Customer's Modified Monthly Network Load (including its designated Network Load not physically interconnected with Transmission Provider under Section 31.3 of the Tariff) coincident with the Transmission Provider's Monthly Transmission System Peak, in accordance with section 33.3 of the Tariff.

7.3 Direct Assignment Facilities Charge: None

7.4 Ancillary Services Charges:

- a) Scheduling, System Control and Dispatch Service:

This service shall apply to the extent required pursuant to Schedule 1 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 1 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

b) Reactive Supply and Voltage Control from Generation Sources Service:

This service shall apply to the extent required pursuant to Schedule 2 of the Tariff.

Credits for Schedule 2 shall be applicable for the Palisades Resource to load served under this Agreement. Generator output will be measured based on actual generation. Additional generators may be eligible for Schedule 2 credits to the extent each such generator meets the following eligibility criteria in the Transmission Provider's Business Practice #63 - Transmission Customer Provision of Reactive Supply and Voltage Control from Generation or Other Sources Service, once effective:

- 1) The generator has an exciter.
- 2) The generator is capable of responding automatically to voltage and/or reactive control settings and to manual directives from the Transmission Provider's Control Area operator, as described in the Tariff, when called upon to supply reactive support (generate and absorb reactive energy) to the Transmission Provider's Transmission System. Automatic response must be immediate and manual response must occur within 5 minutes of notice. Generators which fail to respond as directed will be disqualified until such time as the Control Area operator can be assured the unit can be relied upon.
- 3) The generator is interconnected to the Transmission Provider's Transmission System or connected to the Transmission Provider's customer-owned transmission system within PacifiCorp's Balancing Authority Area.

The total Reactive Supply and Voltage Control from Generation or Other Sources Service obligation for the Transmission Customer with its eligible generation that supplies such service for its transactions shall be equal to the total amount of load served within the Balancing Authority Area and/or generation exported from the Balancing Authority Area under this Service Agreement. The billing determinants for Reactive Supply and Voltage Control from Generation or Other Sources Service shall be determined by:

- 1) For the hour of the transmission system peak each month, subtracting from the Transmission Customer's Modified Monthly Network Load the total amount supplied by qualifying generator(s) during that hour each month; and
- 2) Charging the Transmission Customer the Schedule 2 rate multiplied by the difference, in MWs, calculated in item (1) to the extent the Transmission Customer supplied less than its full requirement during the coincident peak hour.

c) Regulation and Frequency Response Service:

This service shall apply to the extent required pursuant to Schedule 3 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 3 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

d) Energy Imbalance Service:

This service shall apply to the extent required pursuant to Schedule 4 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 4 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

e) Operating Reserve - Spinning Reserve Service:

This service shall apply to the extent required pursuant to Schedule 5 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 5 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

f) Operating Reserve - Supplemental Reserve Service:

This service shall apply to the extent required pursuant to Schedule 6 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 6 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

g) Generator Imbalance Service:

This service shall apply to the extent required pursuant to Schedule 9 of the Tariff.

h) Real Power Losses:

Network Service provided under this Service Agreement shall be assessed real power losses pursuant to Section 28.5 and Schedule 10 of the Tariff. The metered quantities for the loads defined in section 4.0 above, shall be assessed losses based on the transmission loss factors of PacifiCorp; provided however, that for purposes of calculating real power losses only, the metered quantities associated with the Palisades Dam and any transmission schedules with a sink of UAMPS LVE, shall not be included in the metered quantities for the Goshen POD.

8.0 Assignment: PacifiCorp may transfer this contract, or its rights under this contract, with prior written approval of Bonneville; provided that the written approval of Bonneville shall not be unreasonably withheld. After 30 days written notice by PacifiCorp to Bonneville of such assignment, PacifiCorp may assign this Contract, if consistent with federal law, to any: (i) affiliate, (ii) successor in interest, or (iii) corporation or any other business entity acquiring all or substantially all assets of PacifiCorp; provided further, that any successor to or assignee of the rights of PacifiCorp, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as PacifiCorp and provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this provision.

9.0 Choice of Law and Forum: This Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, or other forum available pursuant to Federal law, unless the parties agree to pursue alternative dispute resolution.

Network Resources Available to Transmission Customer

Designated Resources are at this time limited to the resources listed below. Transmission Customer will identify any other portions of the Federal Columbia River Power System (FCRPS) or other resources that will be available as a Network Resource under this Service Agreement by modification of this Service Agreement pursuant to section 30.2 of the Tariff.

Network Resource¹	Designated Capacity (MW)	Source Control Area	Point of Receipt	Termination Date
Palisades Hydro	176	PacifiCorp East	Goshen, as represented by GSHN on Transmission Provider's OASIS	6/30/2028
Chester Hydro	1.1	PacifiCorp East	Embedded Resource	6/30/2028
Island Park Hydro	1.0	PacifiCorp East	Embedded Resource	6/30/2028
Transmission Customer's customers hold the following power sales agreements with Transmission Customer effective October 1, 2011 through September 30, 2028, which are firm system sales from generation comprising the Federal Columbia River Power System: <ul style="list-style-type: none"> • #09PB-13065: Lost River Electric • #09PB-13101: Salmon River Electric • #09PB-13066: Lower Valley Energy • #09PB-13088: Fall River Electric, a PNGC member #09PB-13105: City of Soda Springs	100	BPA	BPAT.PACW; with path: BPAT.PACW-PACW-SMLK-M500	6/30/2021

<p>Transmission Customer's customers hold the following power sales agreements with Transmission Customer effective October 1, 2011 through September 30, 2028, which are firm system sales from generation comprising the Federal Columbia River Power System:</p> <ul style="list-style-type: none"> • #09PB-13065: Lost River Electric • #09PB-13101: Salmon River Electric • #09PB-13066: Lower Valley Energy • #09PB-13088: Fall River Electric, a PNGC member • #09PB-13105: City of Soda Springs 	100	BPA	BPAT.PACW; with path: BPAT.PACW-PACW-SMLK	6/30/2021
<p>Transmission Customer's customers hold the following power sales agreements with Transmission Customer effective October 1, 2011 through September 30, 2028, which are firm system sales from generation comprising the Federal Columbia River Power System:</p> <ul style="list-style-type: none"> • #09PB-13065: Lost River Electric • #09PB-13101: Salmon River Electric • #09PB-13066: Lower Valley Energy • #09PB-13088: Fall River Electric, a PNGC member • #09PB-13105: City of Soda Springs <p>October 1 – April 30 May 1 – September 30</p>	56 38	BPA	BPAT.NWMT (AMPS North-to-South)	6/30/2028
<p><i>Schedule C WSPP Firm Energy Purchase available during the following timeframes</i></p> <ul style="list-style-type: none"> • 7/1/2016 – 9/30/2016 • 4/1/2017 – 9/30/2017 • 4/1/2018 – 9/30/2018 • 4/1/2019 – 9/30/2019 • 4/1/2020 – 9/30/2020 • 4/1/2021 – 6/30/2021 	50	Multiple Control Areas	Mona, as represented by MDWP on Transmission Provider's OASIS, with path: MDWP-PACE-NUT-BRDY-ANTE-GSHN	6/30/2021

<i>Schedule C WSPP Firm Energy Purchase:</i>	<u>HLH</u>	<u>LLH</u>	Multiple Control Areas	Mona, as represented by MDWP on Transmission Provider's OASIS, with path: 35 MW MDWP-PACE-NUT-PATHC-GSHN and 40/90 MW MDWP-PACE-NUT-BRDY-ANTE-GSHN	6/30/2021
• 7/1/2016 – 9/30/2016	75	50			
• 10/1/2016 – 3/31/2017	125	100			
• 4/1/2017 – 9/30/2017	75	50			
• 10/1/2017 – 3/31/2018	125	100			
• 4/1/2018 – 9/30/2018	75	50			
• 10/1/2018 – 3/31/2019	125	100			
• 4/1/2019 – 9/30/2019	75	50			
• 10/1/2019 – 3/31/2020	125	100			
• 4/1/2020 – 9/30/2020	75	50			
• 10/1/2020 – 3/31/2021	125	100			
• 4/1/2021 – 6/30/2021	75	50			

¹ Invoices to BPA for transmission service will not include energy from the Chester Hydro or Island Park Hydro unless such energy is delivered over the PacifiCorp system.

Network Facility Transmission Credit

The Transmission Customer currently receives no credit and has provided no transmission facilities which are integrated with the Transmission Provider's Transmission System.

**Service Agreement For
Network Integration Transmission Service
Under PacifiCorp's Open Access Transmission Tariff,
Volume No. 11**

1.0 This Service Agreement, originally dated March 24, 2016, revised June 30, 2016, November 30, 2016, Dec. 27, 2018, ~~and~~ September 30, 2019, and November 26, 2019 is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Bonneville Power Administration, Power Business Line / BPAP ("Transmission Customer") for the provision of Network Integration Transmission Service for service to Fall River Rural Electric Coop., City of Soda Springs, Lost River Electric Coop., Lower Valley Energy and Salmon River Electric Coop. This Service Agreement supersedes and replaces ~~Third~~Fourth Revised Service Agreement No. 746, effective ~~December 20,~~ 2018, September 30, 2019. This agreement will be filed with the Commission as ~~Fourth~~Fifth Revised Service Agreement No. 746.

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.

4.0 Service under this Service Agreement shall commence on the later of (1) ~~October~~December 1, 2019 or (2) such other date as it is permitted to become effective by the Commission. This Service Agreement shall continue through June 30, 2028, unless terminated as provided below.

The Transmission Customer may terminate this Service Agreement by providing notice to Transmission Provider pursuant to this section. Such termination notice shall be effective upon the later of (1) twelve months from the date of such notice; or (2) the date that Transmission Customer commences service under an alternative transmission agreement made possible by the completion of transmission facilities or other transmission arrangements.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Service Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.

6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.

- 7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.
- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.4 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 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:

PacifiCorp
Director, Transmission Services
825 N.E. Multnomah St., Suite 1600
Portland, Oregon 97232

Transmission Customer:

Bonneville Power Administration, Power Services
905 NE 11th Avenue
Portland, OR 97232
Attention: Transfer Services - PST
Phone: 503-230-5339
Fax: 503-230-3242

- 11.0 The Tariff is incorporated herein and made a part hereof.

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

Transmission Provider:

PacifiCorp

By: ==/s/ Rick Vail _____ VP, Transmission ~~9/30~~ 11/26/2019
Name Title Date

Transmission Customer:

Bonneville Power Administration, Power Services

By: ~~==/s/ Scott K. Wilson~~ ~~West Hub~~ Paul Garrett ~~Manager~~ ~~9/30~~ Power
Account Services 11/26/2019
Name Title Date

**Designated Loads For
Network Integration Transmission Service**

1.0 Transmission Customer's Load Designated as Network Service:

The Transmission Customer's load delivered at various point(s) of delivery (PODs) in Southern Idaho:

<u>Load</u>	<u>Delivery Point</u>	<u>Voltage</u>	<u>MW</u>
Lost River Coop/ Salmon River Electric	Antelope- Lost River	230	71
Fall River Rural Electric/Lower Valley Power & Light	Goshen	161	304
Fall River Rural Electric	South Fork West Rexburg	12.5 69	2 6
City of Soda Springs	Soda Springs	46.5	5
<u>Lower Valley Power & Light</u>	<u>Three Mile Knoll</u>	<u>138</u>	<u>30</u>

The Lower Valley's customer load at the ~~above identified~~Goshen delivery point is also served, in part, by the output of the Horse Butte Wind generating facility, which will be delivered to Lower Valley's customer load under the terms of the Transmission Service and Operating Agreement between Utah Associated Municipal Power Systems ("UAMPS") and PacifiCorp ("UAMPS TSOA"). To differentiate between deliveries to Lower Valley under this Service Agreement and deliveries under the UAMPS TSOA, a new sink labeled "UAMPS LVE" has been created by UAMPS for use by Transmission Customer as described further in a Memorandum of Agreement between Transmission Customer, UAMPS, and Lower Valley. Deliveries to UAMPS LVE shall be deducted from the Network Load served by this Service Agreement (as described below) and shall be added to the Network Load served under the UAMPS TSOA.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates:

Generation from Network Resources identified in Exhibit B to this Service Agreement will be used to meet the load obligations of the Transmission Customer's designated loads described in Section 1.0 above.

The generation from Network Resources identified in Exhibit B originates in the control areas indicated in Exhibit B. The transaction terminates in the control area of Transmission Provider's eastern transmission system.

3.0 Point(s) of Receipt: As identified in Exhibit B.

For the resources received at the BPAT.PACW Point of Receipt and delivered to the Points of Delivery, the Transmission Customer shall schedule across Transmission Provider's western transmission system by using the following paths: BPAT.PACW-PACW-SMLK-M500 and/or the BPAT.PACW-PACW-SMLK; and across the eastern transmission system using the following path: KPRT-GSHN. It is the Transmission Customer's sole responsibility to acquire third-party transmission service to deliver the resources from SMLK or M500 to KPRT across the Intervening System.

Delivering Party: Transmission Customer

4.0 Point(s) of Delivery:

- (1) Antelope-Lost River;

Load: Lost River Electric Cooperative, Inc. (LREC) and Salmon River Electric Cooperative, Inc. (SREC);

Location: The point near Arco, Idaho on the Lost River-Antelope 230 kV transmission line, where ownership changes from LREC to the Transmission Provider;

Voltage: 230 kV;

Points of Metering:

- (a) in the Transmission Customer's Lost River Substation, in the 69 kV circuit over which such electric power and energy flows;
- (b) in the SREC's South Butte Substation in the 69 kV circuit over which such electric power and energy flows;

- (c) in the Transmission Customer's Round Valley Substation in the 69 kV circuit over which such electric power and energy flows;

The above listed meters shall be adjusted for losses back to the Point of Delivery.

Additional Metering Calculation Instructions: the metering at Antelope shall be adjusted by adding the positive meter readings at the following generation point:

- Warm Springs Hydro
 - (Location: behind Salmon River's meter in the 480 V circuit over which such electric power and energy flows);

- (2) Goshen;

Load: Fall River Rural Electric Cooperative, Inc. (Fall River) and Lower Valley Power and Light, Inc. (Lower Valley);

Location: the points in the Transmission Provider's Goshen substation where the 161 kV facilities of the parties hereto are connected;

Voltage: 161 kV;

Point of Metering: at the point of delivery, in the 161 kV circuits over which such electric power and energy flow;

Additional Metering Calculation Instructions: the metering at Goshen shall be adjusted by adding the positive or negative meter readings at the following generation points:

- Swift Creek Upper Valley
 - (Location: the point in Lower Valley's Tincup Substation, measured at 12.5 kV.)
- Swift Creek Lower Valley
 - (Location: the point in Lower Valley's Tincup Substation, measured at 12.5 kV.)
- Swift Creek Lower Valley Culinary
 - (Location: the point in Lower Valley's Tincup Substation, measured at 12.5 kV.)
- Horse Butte
 - Location: the point in the BPA transmission services' Cattle Creek Switching Station, where the 115 kV

facilities of BPA and Utah Associated Municipal Power Systems are connected.)

- Palisades Dam
 - (Location: the point in BPA's Palisades-Swan Valley and Palisades-Goshen transmission lines, where the 115 kV transmission lines integrating the output of the Palisades Powerhouse connect to the BPA Goshen-area sub-system.

(3) South Fork;

Load: Fall River;

Location: the point near Ririe, Idaho, in the Transmission Provider's South Fork Substation where the 12.5 kV facilities of Fall River and the Transmission Provider are connected;

Voltage: 12.5 kV;

Point of Metering: at the point of delivery, in the 12.5 kV circuit at South Fork Substation over which such power and energy flows;

(4) West Rexburg;

Load: Fall River;

Location: the point in the vicinity of Rexburg, Idaho where the 69 kV facilities of the Transmission Provider and Fall River are connected;

Voltage: 69 kV;

Point of Metering: at the 12.5 kV circuit in Fall River's Rexburg Substation over which such power and energy flows;

(5) Soda Springs;

Load: City of Soda Springs (City);

Location: the point in the City's Soda Springs Substation where the 46 kV facilities of the Transmission Provider and the City are connected;

Voltage: 46 kV;

Point of Metering: at the point of delivery, in the City's Soda Springs Substation, in the 46 kV circuit over which such electric power and energy flows;

Receiving Party: Transmission Customer

- 5.0 Designation of party(ies) subject to reciprocal service obligation:
Transmission Customer
- 6.0 Name(s) of any Intervening Systems: Idaho Power Company
- 7.0 Service under this Service Agreement shall be subject to the 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 and this Service Agreement. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

As used in this Service Agreement, the Transmission Customer's "Modified Monthly Network Load" shall mean the Transmission Customer's Monthly Network Load as determined pursuant to section 34.2 of the Tariff and as measured pursuant to section 4.0 of Exhibit A of this Service Agreement, minus any transmission schedules with a sink of "UAMPS LVE".

- 7.1 Transmission Charge:
- a) Transmission Service:
Transmission Customer shall pay a Monthly Demand Charge, which shall be determined by multiplying Transmission Customer's Modified Monthly Network Load by the Transmission Provider's monthly transmission rate as established in and pursuant to Attachment H-1 of the Tariff.
- 7.2 Redispatch Charges for Network Integration Transmission Service:
- The Transmission Provider reserves the right to charge for Transmission Customer's portion of any redispatch costs, which shall be equal to the ratio of the Transmission Customer's Modified Monthly Network Load (including its designated Network Load not physically interconnected with Transmission Provider under Section 31.3 of the Tariff) coincident with the Transmission Provider's Monthly Transmission System Peak, in accordance with section 33.3 of the Tariff.
- 7.3 Direct Assignment Facilities Charge: None
- 7.4 Ancillary Services Charges:
- a) Scheduling, System Control and Dispatch Service:

This service shall apply to the extent required pursuant to Schedule 1 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 1 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

b) Reactive Supply and Voltage Control from Generation Sources Service:

This service shall apply to the extent required pursuant to Schedule 2 of the Tariff.

Credits for Schedule 2 shall be applicable for the Palisades Resource to load served under this Agreement. Generator output will be measured based on actual generation. Additional generators may be eligible for Schedule 2 credits to the extent each such generator meets the following eligibility criteria in the Transmission Provider's Business Practice #63 - Transmission Customer Provision of Reactive Supply and Voltage Control from Generation or Other Sources Service, once effective:

- 1) The generator has an exciter.
- 2) The generator is capable of responding automatically to voltage and/or reactive control settings and to manual directives from the Transmission Provider's Control Area operator, as described in the Tariff, when called upon to supply reactive support generate and absorb reactive energy) to the Transmission Provider's Transmission System. Automatic response must be immediate and manual response must occur within 5 minutes of notice. Generators which fail to respond as directed will be disqualified until such time as the Control Area operator can be assured the unit can be relied upon.
- 3) The generator is interconnected to the Transmission Provider's Transmission System or connected to the Transmission Provider's customer-owned transmission system within PacifiCorp's Balancing Authority Area.

The total Reactive Supply and Voltage Control from Generation or Other Sources Service obligation for the Transmission Customer with its eligible generation that supplies such service for its transactions shall be equal to the total amount of load served within the Balancing Authority Area and/or generation exported from the Balancing Authority Area under this Service Agreement.

The billing determinants for Reactive Supply and Voltage Control from Generation or Other Sources Service shall be determined by:

- 1) For the hour of the transmission system peak each month, subtracting from the Transmission Customer's Modified Monthly Network Load the total amount supplied by qualifying generator(s) during that hour each month; and
- 2) Charging the Transmission Customer the Schedule 2 rate multiplied by the difference, in MWs, calculated in item (1) to the extent the Transmission Customer supplied less than its full requirement during the coincident peak hour.

c) Regulation and Frequency Response Service:

This service shall apply to the extent required pursuant to Schedule 3 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 3 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

d) Energy Imbalance Service:

This service shall apply to the extent required pursuant to Schedule 4 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 4 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

e) Operating Reserve - Spinning Reserve Service:

This service shall apply to the extent required pursuant to Schedule 5 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 5 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

f) Operating Reserve - Supplemental Reserve Service:

This service shall apply to the extent required pursuant to Schedule 6 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 6 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

g) Generator Imbalance Service:

This service shall apply to the extent required pursuant to Schedule 9 of the Tariff.

h) Real Power Losses:

Network Service provided under this Service Agreement shall be assessed real power losses pursuant to Section 28.5 and Schedule 10 of the Tariff. The metered quantities for the loads defined in section 4.0 above, shall be assessed losses based on the transmission loss factors of PacifiCorp; provided however, that for purposes of calculating real power losses only, the metered quantities associated with the Palisades Dam and any transmission schedules with a sink of UAMPS LVE, shall not be included in the metered quantities for the Goshen POD.

8.0 Assignment: PacifiCorp may transfer this contract, or its rights under this contract, with prior written approval of Bonneville; provided that the written approval of Bonneville shall not be unreasonably withheld. After 30 days written notice by PacifiCorp to Bonneville of such assignment, PacifiCorp may assign this Contract, if consistent with federal law, to any: (i) affiliate, (ii) successor in interest, or (iii) corporation or any other business entity acquiring all or substantially all assets of PacifiCorp; provided further, that any successor to or assignee of the rights of PacifiCorp, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as PacifiCorp and provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this provision.

9.0 Choice of Law and Forum: This Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, or other forum available pursuant to Federal law, unless the parties agree to pursue alternative dispute resolution.

Network Resources Available to Transmission Customer

Designated Resources are at this time limited to the resources listed below. Transmission Customer will identify any other portions of the Federal Columbia River Power System (FCRPS) or other resources that will be available as a Network Resource under this Service Agreement by modification of this Service Agreement pursuant to section 30.2 of the Tariff.

Network Resource¹	Designated Capacity (MW)	Source Control Area	Point of Receipt	Termination Date
Palisades Hydro	176	PacifiCorp East	Goshen, as represented by GSHN on Transmission Provider's OASIS	6/30/2028
Chester Hydro	1.1	PacifiCorp East	Embedded Resource	6/30/2028
Island Park Hydro	1.0	PacifiCorp East	Embedded Resource	6/30/2028
Transmission Customer's customers hold the following power sales agreements with Transmission Customer effective October 1, 2011 through September 30, 2028, which are firm system sales from generation comprising the Federal Columbia River Power System: <ul style="list-style-type: none"> • #09PB-13065: Lost River Electric • #09PB-13101: Salmon River Electric • #09PB-13066: Lower Valley Energy • #09PB-13088: Fall River Electric, a PNGC member • #09PB-13105: City of Soda Springs 	100	BPA	BPAT.PACW; with path: BPAT.PACW-PACW-SMLK-M500	6/30/2021

<p>Transmission Customer's customers hold the following power sales agreements with Transmission Customer effective October 1, 2011 through September 30, 2028, which are firm system sales from generation comprising the Federal Columbia River Power System:</p> <ul style="list-style-type: none"> • #09PB-13065: Lost River Electric • #09PB-13101: Salmon River Electric • #09PB-13066: Lower Valley Energy • #09PB-13088: Fall River Electric, a PNGC member • #09PB-13105: City of Soda Springs 	100	BPA	BPAT.PACW; with path: BPAT.PACW-PACW-SMLK	6/30/2021	
<p>Transmission Customer's customers hold the following power sales agreements with Transmission Customer effective October 1, 2011 through September 30, 2028, which are firm system sales from generation comprising the Federal Columbia River Power System:</p> <ul style="list-style-type: none"> • #09PB-13065: Lost River Electric • #09PB-13101: Salmon River Electric • #09PB-13066: Lower Valley Energy • #09PB-13088: Fall River Electric, a PNGC member • #09PB-13105: City of Soda Springs 		BPA	BPAT.NWMT (AMPS North-to-South)	6/30/2028	
<p>October 1 – April 30 May 1 – September 30</p>	56 38				
<p><i>Schedule C WSPP Firm Energy Purchase available during the following timeframes</i></p> <ul style="list-style-type: none"> • 7/1/2016 – 9/30/2016 • 4/1/2017 – 9/30/2017 • 4/1/2018 – 9/30/2018 • 4/1/2019 – 9/30/2019 • 4/1/2020 – 9/30/2020 • 4/1/2021 – 6/30/2021 	50	Multiple Control Areas	Mona, as represented by MDWP on Transmission Provider's OASIS, with path: MDWP-PACE-NUT-BRDY-A NTE-GSHN	6/30/2021	
<p><i>Schedule C WSPP Firm Energy</i></p>	HLH	LLH	Multiple Control	Mona, as	6/30/2021

<i>Purchase:</i>			Areas	represented by	
• 7/1/2016 – 9/30/2016	75	50		MDWP on	
• 10/1/2016 – 3/31/2017	125	100		Transmission	
• 4/1/2017 – 9/30/2017	75	50		Provider's OASIS,	
• 10/1/2017 – 3/31/2018	125	100		with path: 35 MW	
• 4/1/2018 – 9/30/2018	75	50		MDWP-PACE-NUT-	
• 10/1/2018 – 3/31/2019	125	100		PATHC-GSHN and	
• 4/1/2019 – 9/30/2019	75	50		40/90 MW MDWP-	
• 10/1/2019 – 3/31/2020	125	100		PACE-NUT-BRDY-A	
• 4/1/2020 – 9/30/2020	75	50		NTE-GSHN	
• 10/1/2020 – 3/31/2021	125	100			
• 4/1/2021 – 6/30/2021	75	50			

¹ Invoices to BPA for transmission service will not include energy from the Chester Hydro or Island Park Hydro unless such energy is delivered over the PacifiCorp system.

Network Facility Transmission Credit

The Transmission Customer currently receives no credit and has provided no transmission facilities which are integrated with the Transmission Provider's Transmission System.

**Service Agreement For
Network Integration Transmission Service
Under PacifiCorp's Open Access Transmission Tariff,
Volume No. 11**

- 1.0 This Service Agreement, originally dated March 24, 2016, revised June 30, 2016, November 30, 2016, Dec. 27, 2018, September 30, 2019, and November 26, 2019 is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Bonneville Power Administration, Power Business Line / BPAP ("Transmission Customer") for the provision of Network Integration Transmission Service for service to Fall River Rural Electric Coop., City of Soda Springs, Lost River Electric Coop., Lower Valley Energy and Salmon River Electric Coop. This Service Agreement supersedes and replaces Fourth Revised Service Agreement No. 746, effective September 30, 2019. This agreement will be filed with the Commission as Fifth Revised Service Agreement No. 746.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) December 1, 2019 or (2) such other date as it is permitted to become effective by the Commission. This Service Agreement shall continue through June 30, 2028, unless terminated as provided below.
- The Transmission Customer may terminate this Service Agreement by providing notice to Transmission Provider pursuant to this section. Such termination notice shall be effective upon the later of (1) twelve months from the date of such notice; or (2) the date that Transmission Customer commences service under an alternative transmission agreement made possible by the completion of transmission facilities or other transmission arrangements.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Service Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.
- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.

- 7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.
- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.4 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 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:

PacifiCorp
Director, Transmission Services
825 N.E. Multnomah St., Suite 1600
Portland, Oregon 97232

Transmission Customer:

Bonneville Power Administration, Power Services
905 NE 11th Avenue
Portland, OR 97232
Attention: Transfer Services - PST
Phone: 503-230-5339
Fax: 503-230-3242

- 11.0 The Tariff is incorporated herein and made a part hereof.

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

Transmission Provider:


PacifiCorp

By: **Rick Vail** Digitally signed by Rick Vail
Date: 2019.11.26 13:17:20 -08'00' VP, Transmission 11/26/2019

Name Title Date

Transmission Customer:

Bonneville Power Administration, Power Services

By:  Manager, Power Account Services 11/26/2019

Name Title Date

**Designated Loads For
Network Integration Transmission Service**

1.0 Transmission Customer's Load Designated as Network Service:

The Transmission Customer's load delivered at various point(s) of delivery (PODs) in Southern Idaho:

Load	Delivery Point	Voltage	MW
Lost River Coop/ Salmon River Electric	Antelope- Lost River	230	71
Fall River Rural Electric/Lower Valley Power & Light	Goshen	161	304
Fall River Rural Electric	South Fork West Rexburg	12.5 69	2 6
City of Soda Springs	Soda Springs	46.5	5
Lower Valley Power & Light	Three Mile Knoll	138	30

The Lower Valley's customer load at the Goshen delivery point is also served, in part, by the output of the Horse Butte Wind generating facility, which will be delivered to Lower Valley's customer load under the terms of the Transmission Service and Operating Agreement between Utah Associated Municipal Power Systems ("UAMPS") and PacifiCorp ("UAMPS TSOA"). To differentiate between deliveries to Lower Valley under this Service Agreement and deliveries under the UAMPS TSOA, a new sink labeled "UAMPS LVE" has been created by UAMPS for use by Transmission Customer as described further in a Memorandum of Agreement between Transmission Customer, UAMPS, and Lower Valley. Deliveries to UAMPS LVE shall be deducted from the Network Load served by this Service Agreement (as described below) and shall be added to the Network Load served under the UAMPS TSOA.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates:

Generation from Network Resources identified in Exhibit B to this Service Agreement will be used to meet the load obligations of

the Transmission Customer's designated loads described in Section 1.0 above.

The generation from Network Resources identified in Exhibit B originates in the control areas indicated in Exhibit B. The transaction terminates in the control area of Transmission Provider's eastern transmission system.

3.0 Point(s) of Receipt: As identified in Exhibit B.

For the resources received at the BPAT.PACW Point of Receipt and delivered to the Points of Delivery, the Transmission Customer shall schedule across Transmission Provider's western transmission system by using the following paths: BPAT.PACW-PACW-SMLK-M500 and/or the BPAT.PACW-PACW-SMLK; and across the eastern transmission system using the following path: KPRT-GSHN. It is the Transmission Customer's sole responsibility to acquire third-party transmission service to deliver the resources from SMLK or M500 to KPRT across the Intervening System.

Delivering Party: Transmission Customer

4.0 Point(s) of Delivery:

(1) Antelope-Lost River;

Load: Lost River Electric Cooperative, Inc. (LREC) and Salmon River Electric Cooperative, Inc. (SREC);

Location: The point near Arco, Idaho on the Lost River-Antelope 230 kV transmission line, where ownership changes from LREC to the Transmission Provider;

Voltage: 230 kV;

Points of Metering:

- (a) in the Transmission Customer's Lost River Substation, in the 69 kV circuit over which such electric power and energy flows;
- (b) in the SREC's South Butte Substation in the 69 kV circuit over which such electric power and energy flows;
- (c) in the Transmission Customer's Round Valley Substation in the 69 kV circuit over which such electric power and energy flows;

The above listed meters shall be adjusted for losses back to the Point of Delivery.

Additional Metering Calculation Instructions: the metering at Antelope shall be adjusted by adding the positive meter readings at the following generation point:

- Warm Springs Hydro
 - (Location: behind Salmon River's meter in the 480 V circuit over which such electric power and energy flows);

(2) Goshen;

Load: Fall River Rural Electric Cooperative, Inc. (Fall River) and Lower Valley Power and Light, Inc. (Lower Valley);

Location: the points in the Transmission Provider's Goshen substation where the 161 kV facilities of the parties hereto are connected;

Voltage: 161 kV;

Point of Metering: at the point of delivery, in the 161 kV circuits over which such electric power and energy flow;

Additional Metering Calculation Instructions: the metering at Goshen shall be adjusted by adding the positive or negative meter readings at the following generation points:

- Swift Creek Upper Valley
 - (Location: the point in Lower Valley's Tincup Substation, measured at 12.5 kV.)
- Swift Creek Lower Valley
 - (Location: the point in Lower Valley's Tincup Substation, measured at 12.5 kV.)
- Swift Creek Lower Valley Culinary
 - (Location: the point in Lower Valley's Tincup Substation, measured at 12.5 kV.)
- Horse Butte
 - Location: the point in the BPA transmission services' Cattle Creek Switching Station, where the 115 kV facilities of BPA and Utah Associated Municipal Power Systems are connected.)
- Palisades Dam
 - (Location: the point in BPA's Palisades-Swan Valley and Palisades-Goshen transmission lines, where the 115 kV transmission lines integrating the output of the

Palisades Powerhouse connect to the BPA Goshen-area sub-system.

(3) South Fork;

Load: Fall River;

Location: the point near Ririe, Idaho, in the Transmission Provider's South Fork Substation where the 12.5 kV facilities of Fall River and the Transmission Provider are connected;

Voltage: 12.5 kV;

Point of Metering: at the point of delivery, in the 12.5 kV circuit at South Fork Substation over which such power and energy flows;

(4) West Rexburg;

Load: Fall River;

Location: the point in the vicinity of Rexburg, Idaho where the 69 kV facilities of the Transmission Provider and Fall River are connected;

Voltage: 69 kV;

Point of Metering: at the 12.5 kV circuit in Fall River's Rexburg Substation over which such power and energy flows;

(5) Soda Springs;

Load: City of Soda Springs (City);

Location: the point in the City's Soda Springs Substation where the 46 kV facilities of the Transmission Provider and the City are connected;

Voltage: 46 kV;

Point of Metering: at the point of delivery, in the City's Soda Springs Substation, in the 46 kV circuit over which such electric power and energy flows;

Receiving Party: Transmission Customer

- 5.0 Designation of party(ies) subject to reciprocal service obligation:
Transmission Customer
- 6.0 Name(s) of any Intervening Systems: Idaho Power Company
- 7.0 Service under this Service Agreement shall be subject to the 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 and this Service Agreement. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

As used in this Service Agreement, the Transmission Customer's "Modified Monthly Network Load" shall mean the Transmission Customer's Monthly Network Load as determined pursuant to section 34.2 of the Tariff and as measured pursuant to section 4.0 of Exhibit A of this Service Agreement, minus any transmission schedules with a sink of "UAMPS LVE".

7.1 Transmission Charge:

- a) Transmission Service:
Transmission Customer shall pay a Monthly Demand Charge, which shall be determined by multiplying Transmission Customer's Modified Monthly Network Load by the Transmission Provider's monthly transmission rate as established in and pursuant to Attachment H-1 of the Tariff.

7.2 Redispatch Charges for Network Integration Transmission Service:

The Transmission Provider reserves the right to charge for Transmission Customer's portion of any redispatch costs, which shall be equal to the ratio of the Transmission Customer's Modified Monthly Network Load (including its designated Network Load not physically interconnected with Transmission Provider under Section 31.3 of the Tariff) coincident with the Transmission Provider's Monthly Transmission System Peak, in accordance with section 33.3 of the Tariff.

7.3 Direct Assignment Facilities Charge: None

7.4 Ancillary Services Charges:

- a) Scheduling, System Control and Dispatch Service:

This service shall apply to the extent required pursuant to Schedule 1 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 1 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

b) Reactive Supply and Voltage Control from Generation Sources Service:

This service shall apply to the extent required pursuant to Schedule 2 of the Tariff.

Credits for Schedule 2 shall be applicable for the Palisades Resource to load served under this Agreement. Generator output will be measured based on actual generation. Additional generators may be eligible for Schedule 2 credits to the extent each such generator meets the following eligibility criteria in the Transmission Provider's Business Practice #63 - Transmission Customer Provision of Reactive Supply and Voltage Control from Generation or Other Sources Service, once effective:

- 1) The generator has an exciter.
- 2) The generator is capable of responding automatically to voltage and/or reactive control settings and to manual directives from the Transmission Provider's Control Area operator, as described in the Tariff, when called upon to supply reactive support generate and absorb reactive energy) to the Transmission Provider's Transmission System. Automatic response must be immediate and manual response must occur within 5 minutes of notice. Generators which fail to respond as directed will be disqualified until such time as the Control Area operator can be assured the unit can be relied upon.
- 3) The generator is interconnected to the Transmission Provider's Transmission System or connected to the Transmission Provider's customer-owned transmission system within PacifiCorp's Balancing Authority Area.

The total Reactive Supply and Voltage Control from Generation or Other Sources Service obligation for the Transmission Customer with its eligible generation that supplies such service for its transactions shall be equal to the total amount of load served within the Balancing Authority Area and/or generation exported from the Balancing Authority Area under this Service Agreement. The billing determinants for Reactive Supply and Voltage Control from Generation or Other Sources Service shall be determined by:

- 1) For the hour of the transmission system peak each month, subtracting from the Transmission Customer's Modified Monthly Network Load the total amount supplied by qualifying generator(s) during that hour each month; and
- 2) Charging the Transmission Customer the Schedule 2 rate multiplied by the difference, in MWs, calculated in item (1) to the extent the Transmission Customer supplied less than its full requirement during the coincident peak hour.

c) Regulation and Frequency Response Service:

This service shall apply to the extent required pursuant to Schedule 3 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 3 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

d) Energy Imbalance Service:

This service shall apply to the extent required pursuant to Schedule 4 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 4 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

e) Operating Reserve - Spinning Reserve Service:

This service shall apply to the extent required pursuant to Schedule 5 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 5 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

f) Operating Reserve - Supplemental Reserve Service:

This service shall apply to the extent required pursuant to Schedule 6 of the Tariff. If required, then the term "Monthly Network Load" as used in Schedule 6 shall mean Transmission Customer's Modified Monthly Network Load as defined in this service Agreement.

g) Generator Imbalance Service:

This service shall apply to the extent required pursuant to Schedule 9 of the Tariff.

h) Real Power Losses:

Network Service provided under this Service Agreement shall be assessed real power losses pursuant to Section 28.5 and Schedule 10 of the Tariff. The metered quantities for the loads defined in section 4.0 above, shall be assessed losses based on the transmission loss factors of PacifiCorp; provided however, that for purposes of calculating real power losses only, the metered quantities associated with the Palisades Dam and any transmission schedules with a sink of UAMPS LVE, shall not be included in the metered quantities for the Goshen POD.

- 8.0 Assignment: PacifiCorp may transfer this contract, or its rights under this contract, with prior written approval of Bonneville; provided that the written approval of Bonneville shall not be unreasonably withheld. After 30 days written notice by PacifiCorp to Bonneville of such assignment, PacifiCorp may assign this Contract, if consistent with federal law, to any: (i) affiliate, (ii) successor in interest, or (iii) corporation or any other business entity acquiring all or substantially all assets of PacifiCorp; provided further, that any successor to or assignee of the rights of PacifiCorp, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as PacifiCorp and provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this provision.
- 9.0 Choice of Law and Forum: This Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, or other forum available pursuant to Federal law, unless the parties agree to pursue alternative dispute resolution.

Network Resources Available to Transmission Customer

Designated Resources are at this time limited to the resources listed below. Transmission Customer will identify any other portions of the Federal Columbia River Power System (FCRPS) or other resources that will be available as a Network Resource under this Service Agreement by modification of this Service Agreement pursuant to section 30.2 of the Tariff.

Network Resource ¹	Designated Capacity (MW)	Source Control Area	Point of Receipt	Termination Date
Palisades Hydro	176	PacifiCorp East	Goshen, as represented by GSHN on Transmission Provider's OASIS	6/30/2028
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Island Park Hydro	1.0	PacifiCorp East	Embedded Resource	6/30/2028
Transmission Customer's customers hold the following power sales agreements with Transmission Customer effective October 1, 2011 through September 30, 2028, which are firm system sales from generation comprising the Federal Columbia River Power System: <ul style="list-style-type: none"> • #09PB-13065: Lost River Electric • #09PB-13101: Salmon River Electric • #09PB-13066: Lower Valley Energy • #09PB-13088: Fall River Electric, a PNGC member #09PB-13105: City of Soda Springs 	100	BPA	BPAT.PACW; with path: BPAT.PACW-PACW-SMLK-M500	6/30/2021

<p>Transmission Customer's customers hold the following power sales agreements with Transmission Customer effective October 1, 2011 through September 30, 2028, which are firm system sales from generation comprising the Federal Columbia River Power System:</p> <ul style="list-style-type: none"> • #09PB-13065: Lost River Electric • #09PB-13101: Salmon River Electric • #09PB-13066: Lower Valley Energy • #09PB-13088: Fall River Electric, a PNGC member • #09PB-13105: City of Soda Springs 	100	BPA	BPAT.PACW; with path: BPAT.PACW-PACW-SMLK	6/30/2021
<p>Transmission Customer's customers hold the following power sales agreements with Transmission Customer effective October 1, 2011 through September 30, 2028, which are firm system sales from generation comprising the Federal Columbia River Power System:</p> <ul style="list-style-type: none"> • #09PB-13065: Lost River Electric • #09PB-13101: Salmon River Electric • #09PB-13066: Lower Valley Energy • #09PB-13088: Fall River Electric, a PNGC member • #09PB-13105: City of Soda Springs <p>October 1 – April 30 May 1 – September 30</p>	56 38	BPA	BPAT.NWMT (AMPS North-to-South)	6/30/2028
<p><i>Schedule C WSPP Firm Energy Purchase available during the following timeframes</i></p> <ul style="list-style-type: none"> • 7/1/2016 – 9/30/2016 • 4/1/2017 – 9/30/2017 • 4/1/2018 – 9/30/2018 • 4/1/2019 – 9/30/2019 • 4/1/2020 – 9/30/2020 • 4/1/2021 – 6/30/2021 	50	Multiple Control Areas	Mona, as represented by MDWP on Transmission Provider's OASIS, with path: MDWP-PACE-NUT-BRDY-ANTE-GSHN	6/30/2021

<i>Schedule C WSPP Firm Energy Purchase:</i>	<u>HLH</u>	<u>LLH</u>	Multiple Control Areas	Mona, as represented by MDWP on Transmission Provider's OASIS, with path: 35 MW MDWP-PACE-NUT-PATHC-GSHN and 40/90 MW MDWP-PACE-NUT-BRDY-ANTE-GSHN	6/30/2021
• 7/1/2016 – 9/30/2016	75	50			
• 10/1/2016 – 3/31/2017	125	100			
• 4/1/2017 – 9/30/2017	75	50			
• 10/1/2017 – 3/31/2018	125	100			
• 4/1/2018 – 9/30/2018	75	50			
• 10/1/2018 – 3/31/2019	125	100			
• 4/1/2019 – 9/30/2019	75	50			
• 10/1/2019 – 3/31/2020	125	100			
• 4/1/2020 – 9/30/2020	75	50			
• 10/1/2020 – 3/31/2021	125	100			
• 4/1/2021 – 6/30/2021	75	50			

¹ Invoices to BPA for transmission service will not include energy from the Chester Hydro or Island Park Hydro unless such energy is delivered over the PacifiCorp system.

Network Facility Transmission Credit

The Transmission Customer currently receives no credit and has provided no transmission facilities which are integrated with the Transmission Provider's Transmission System.