

May 21, 2021

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

RE: PacifiCorp  
Docket No. ER21-\_\_\_\_\_-000

Dear Secretary Bose:

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

Service Agreement for Network Integration Transmission Service (“Network Service Agreement”), between Bonneville Power Administration (“BPA”) and PacifiCorp, dated April 29, 2021, to be designated as PacifiCorp Tenth Revised Service Agreement No. 229 under PacifiCorp’s Volume No. 11 Open Access Transmission Tariff (“OATT”).

## **1. Background and Reason for Filing**

On September 12, 2018, in Docket No. ER18-2414, PacifiCorp filed with the Commission PacifiCorp Ninth Revised Service Agreement No. 229 (“NITSA”). The Commission accepted the filing, via letter order dated November 5, 2018, with an effective date of August 15, 2018.<sup>4</sup>

On April 29, 2021, PacifiCorp and BPA executed the Tenth Revised Service Agreement No. 229 (“Tenth Revised NITSA”). Under the service agreement, PacifiCorp provides BPA with network integration service for BPA to serve a wholesale customer, the Umpqua Indian Utility Cooperative (“UIUC”). PacifiCorp followed its OATT procedures to evaluate and accommodate the modifications to BPA’s network service. These changes are reflected in the enclosed Tenth Revised NITSA, which includes: (i) an update to Exhibit B – Network Resources Available to Transmission Customer, and (ii) general administrative changes. Accordingly, PacifiCorp submits the Tenth Revised NITSA for filing, effective May 1, 2021.

## **2. Effective Date and Request for Waiver**

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1 16 U.S.C. § 824d.

2 18 C.F.R. Part 35.

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

4 *PacifiCorp*, Letter Order, Docket No. ER18-1414-000 (November 5, 2018).

The Network Service Agreement is being filed within 30 days of service commencing. Therefore, in accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp requests an effective date of May 1, 2021.

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 Network Service Agreement be designated as PacifiCorp Tenth Revised Service Agreement No. 229.

### **4. Enclosures**

The following enclosures are attached hereto:

Enclosure 1 Network Service Agreement between BPA and PacifiCorp, to be designated as PacifiCorp Tenth Revised Service Agreement No. 229.

Enclosure 2 Redline of Tenth Revised Service Agreement No. 229, as compared to Ninth Revised Service Agreement No. 229.

### **5. Communications**

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

Matthew Loftus  
Senior Counsel  
PacifiCorp  
825 N.E. Multnomah, Suite 1600  
Portland, OR 97232  
(503) 813-6642  
[Matthew.Loftus@PacifiCorp.com](mailto:Matthew.Loftus@PacifiCorp.com)

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

Daniel Yokota  
Bonneville Power Administration, Power  
Services  
P.O. Box 3621, Routing: PST-6  
Portland, OR 97208  
[dryokota@bpa.gov](mailto:dryokota@bpa.gov)  
[dlpleger@bpa.gov](mailto:dlpleger@bpa.gov)  
[clockman@bpa.gov](mailto:clockman@bpa.gov)

Public Utility Commission of Oregon  
550 Capitol Street N.E. Suite 215  
Salem, Oregon 97301-2551  
[PUC.FilingCenter@state.or.us](mailto:PUC.FilingCenter@state.or.us)

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

Respectfully Submitted,

/s/ Matthew Loftus  
Matthew Loftus  
Counsel for PacifiCorp

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

- 1.0 This Service Agreement, dated as of April 29, 2021, is entered into, by and between PacifiCorp, on behalf of its transmission function (“Transmission Provider”), and Bonneville Power Administration, Power Services (“Transmission Customer”) for the provision of Network Integration Transmission Service to Umpqua Indian Utility Cooperative (“UIUC”). This Service Agreement supersedes and replaces Ninth Revised Service Agreement No. 229. This agreement will be filed with the Commission as Tenth Revised Service Agreement No. 229.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under PacifiCorp’s Open Access Transmission Tariff (the “Tariff”).
- 3.0 The Transmission Provider has determined that no deposit is required from the Transmission Customer under Section 29.2 of the Tariff since this Service Agreement reflects a modification to an existing transmission service of the Transmission Customer.
- 4.0 Service to the Winchester and Myrtle Creek Points of Delivery (PODs) under this Service Agreement shall commence on the earlier of (1) May 1, 2021 or, (2) the date by which work contemplated by the related construction agreements SA 877 and SA 878 are complete and facilities downstream of the Winchester and Myrtle Creek PODs are in place and owned by UIUC sufficient to serve load, or (3) such other date as is permitted to become effective by the Federal Energy Regulatory Commission. Service to the Gazley and Roseburg PODs shall have an effective date as stated in previous versions of Service Agreement 229. Service to each of the Winchester, Myrtle Creek, Gazley and Roseburg PODs shall continue through September 30, 2028.
- 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 is not providing under this Service Agreement transmission facilities which will be integrated with the Transmission Provider's Transmission System, and therefore is not entitled to receive a credit pursuant to Section 30.9 of the Tariff.

- 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:  
Central Cashier Office  
Attn: PacifiCorp Transmission Services  
825 N.E. Multnomah St., Suite 550  
Portland, Oregon 97232

Transmission Customer:  
Bonneville Power Administration, Power Services for the Umpqua Indian  
Utility Cooperative (UIUC)  
P.O. Box 3621, Routing: PST-6  
Portland, OR 97208-3621

- 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: <u>/s/ Rick Vail</u>	<u>VP Transmission</u>	<u>04/29/2021</u>
Name	Title	Date

Transmission Customer:

**Bonneville Power Administration, Power Services**

By: <u>/s/ Daniel Yokota</u>	<u>Manager, Transfer Services</u>	<u>04/28/2021</u>
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 to the Umpqua Indian Utility Cooperative (UIUC) for service to four points of delivery (PODs) on the Cow Creek Reservation near Canyonville, Oregon:

- 1) Gazley POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 12.5 kV distribution system at the Gazley Substation, serving the Cow Creek Casino, the Travel Center/Truck Stop, Water Treatment Facility and the Seven Feathers Hotel, as metered;
- 2) Roseburg POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 20.8 kV distribution system at the Roseburg Substation, serving the Umpqua Business Center served from the Roseburg substation in Roseburg, Oregon;
- 3) Winchester POD<sup>1</sup>: Tribal Government Office Buildings served from the Winchester/ Roseburg substation; and
- 4) Myrtle Creek POD<sup>1</sup>: Tribal housing served from the Riddle substation.

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 Resource identified in Exhibit B to this Service Agreement required to meet the load obligations of the Transmission Customer's designated loads described in Section 1.0 above.

Transaction originates in the control area of Transmission Customer and terminates within the control area of Transmission Provider's Oregon transmission system.

3.0 Point(s) of Receipt:

Transmission Provider's various interconnections with Transmission Customer as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

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<sup>1</sup> PacifiCorp's Facilities Studies have provided an expected construction completion date of July 1, 2019. Any change in facilities being in place, either earlier or later, may impact the service start date of these PODs.

Delivering Party: Bonneville Power Administration, Power Services.

4.0 Point(s) of Delivery:

The Points of Delivery identified in Section 1.0 above, as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

Receiving Party: PacifiCorp

5.0 Designation of party(ies) subject to reciprocal service obligation: Transmission Customer

6.0 Name(s) of any Intervening Systems: None

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. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

7.1 Transmission Charges:

a) Transmission Service: The charge will be equivalent to the Monthly Demand Charge, which is the product of the Network Customer's Monthly Network Load (determined pursuant to Section 34.2 of the Tariff) and the Transmission Provider's monthly transmission rate as established in Attachment H-1 of the Tariff.

b) Distribution Service associated with the Gazley, Winchester and Myrtle Creek PODs identified in Section 1.1 above:

Distribution Substation: \$0.85 per kW/mo.

Primary Delivery: \$3.09 per kW/mo.

c) Distribution Service charges shall not apply to the Roseburg POD.

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 hourly 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:

Only to the extent required pursuant to Schedule 1 of the Tariff.

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

Only to the extent required pursuant to Schedule 2 of the Tariff.

c) Regulation and Frequency Response Service:

Only to the extent required pursuant to Schedule 3 of the Tariff.

d) Regulation and Frequency Response Service:

Only to the extent required pursuant to Schedule 3A of the Tariff.

e) Energy Imbalance Service:

Only to the extent required pursuant to Schedule 4 of the Tariff.

f) Operating Reserve - Spinning Reserve Service

Only to the extent required pursuant to Schedule 5 of the Tariff.

g) Operating Reserve - Supplemental Reserve Service

Only to the extent required pursuant to Schedule 6 of the Tariff.

h) Real Power Losses:

Network Service provided under this 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 1.0 above, shall be assessed losses based on the transmission loss factors of PacifiCorp.

#### 8.0 Investment in New Facilities / Stranded Cost True-up Calculation:

- 8.1 2004/2005 Investment in New Facilities: In order to meet increasing load service requirements on the Distribution System served from Gazley Substation, the Transmission Provider upgraded the Distribution System in two phases:

- a) Phase 1 completed July 2004. The final actual cost of Phase 1 is \$213,544.60.
- b) Phase 2 completed September 2006. The final actual cost of Phase 2 is \$985,885.19.
- c) Cost of New Facilities: The total actual cost of both phases is \$1,199,429.79. These upgrades are consistent with the new facilities detailed in the System Impact Study for UIUC dated November 14, 2003. Fifty percent of these upgrades are attributable to the Transmission Customer's load.

8.2 2006/2007 Investment in New Facilities: In order to meet increasing load service requirements on the Distribution System served from Gazley Substation, the Transmission Provider will increase the capability of this system. It is anticipated that the Transmission Provider will upgrade the Distribution System in two phases:

- a) Phase 1, estimated at \$49,000, is planned for completion in 2006. Phase 1 will provide for an increase to the North POD from 200 amps of service to 600 amps of service.
- b) The UIUC has now determined that Phase 2 should be constructed. Phase 2 is estimated at \$72,774, and is planned for completion in 2007. Phase 2 will provide for an increase to the South POD from 200 amps of service to 600 amps of service.
- c) Cost of New Facilities: The current estimated cost of phase 1 is \$49,000. One-hundred percent of these upgrades are attributable to the Transmission Customers load. The current estimated cost of Phase 2 is \$72,774. One-hundred percent of these upgrades are attributable to the Transmission Customers load.
- d) The Transmission Provider will provide to the Transmission Customer an accounting of actual cost when Phase 1 and Phase 2 are complete. The Transmission Customer authorizes the Transmission Provider to forward a copy of this actual cost notification directly to UIUC or its successor.

8.3 Stranded Cost True-up Calculation for the 2004/2005 Investment in New Facilities: The Transmission Customer agrees to reimburse the Transmission Provider for its stranded costs (if any) associated with facilities described in section 8.1 pursuant to the reimbursement methodology described below. Stranded costs shall be assessed to the Transmission Customer for the 2004/2005 Investment in new Facilities at such time that Distribution Services terminate under this agreement and are not renewed or provided for under a subsequent

agreement with the Transmission Provider. If such Distribution Services are renewed under a subsequent agreement, the reimbursement methodology described below will continue to be used to calculate the Stranded Cost Reimbursement Balance, if any. The Stranded Cost Reimbursement Balance shall be calculated as follows:

- a) **Base Distribution Revenues** - The monthly Base Distribution Revenue of this Service Agreement is deemed to be \$9,090, based on 2,307 kW of billing demand.
- b) **Incremental Distribution Revenues** - The actual Distribution Revenues less the Base Distribution Revenues commencing on June 1, 2004 through the date Distribution Service terminates. If the actual Distribution Revenues are less than or equal to the Base Distribution Revenues for any month, the Incremental Distribution Revenues for that month shall be zero.
- c) **Upgrade Cost Balance** - The as built value of the Transmission Provider's upgrades as described in section 8.1 multiplied by UIUC's share of 50%.
- d) **Stranded Cost Reimbursement Balance** - Equal to the Upgrade Cost Balance less the Incremental Distribution Revenues. If such amount is less than zero it shall be deemed to be zero.

8.4 **Stranded Cost True-up Calculation for the 2006/2007 Investment in New Facilities:** The Transmission Customer agrees that during the term of this Service Agreement or any replacement thereto, if the Stranded Cost Reimbursement Balance as calculated in section 8.3 ever reaches a value of zero dollars (\$0.00), any continuing Incremental Distribution Revenues shall be used to reimburse the Transmission Provider for its stranded costs (if any) associated with facilities described in section 8.2 pursuant to the reimbursement methodology described below. The Transmission Provider acknowledges that any remaining Stranded Costs Reimbursement Balance for the 2006/2007 Investment in New Facilities shall not be assessed to the Transmission Customer at such time that Distribution Services terminate under this agreement and are not renewed or provided for under a subsequent agreement with the Transmission Provider. If such Distribution Services are renewed under a subsequent agreement, the reimbursement methodology described below will continue to be used to calculate the Stranded Cost Reimbursement Balance associated with the 2006/2007 Investment in New Facilities, if any. The Stranded Cost Reimbursement Balance shall be calculated as follows:

- a) **Base Distribution Revenues** - The monthly Base Distribution Revenue of this Service Agreement shall be the same value as calculated in section 8.3(a).

- b) **Incremental Distribution Revenues** - The Incremental Distribution Revenues shall be the same value as calculated in section 8.3(b).
- c) **Upgrade Cost Balance** - The as built value of the Transmission Provider's upgrades as described in section 8.2 multiplied by Transmission Customer's share of 100%.
- d) **Stranded Cost Reimbursement Balance** - Equal to the Upgrade Cost Balance as calculated in section 8.4(c) less the Incremental Distribution Revenues. However, the Parties agree that Incremental Distribution Revenues shall first apply to Stranded Cost Reimbursement Balance as calculated in section 8.3(d) until such value is zero and only then shall Incremental Distribution Revenues be applicable to Stranded Cost Reimbursement Balance as calculated in section 8.4(d). If such amount is less than zero it shall be deemed to be zero.

8.5 Notice of Updated Stranded Cost Reimbursement Balance: For as long as a Stranded Cost Reimbursement Balance exists, the Transmission Provider shall provide to the Transmission Customer, upon the Transmission Customer's request, an updated calculation detailing the remaining stranded cost. Such detail shall also be provided after September 30 of each year until the Stranded Cost Reimbursement is zero. This calculation shall separately identify Stranded Cost Reimbursement Balance associated with (1) 2004/2005 Investment in New Facilities and (2) 2006/2007 Investment in New Facilities. The Transmission Customer authorizes the Transmission Provider to forward a copy of this calculation directly to the UIUC or its successor.

8.6 In the event that an agreement is reached between the Transmission Provider and the UIUC or its successor which nullifies the need for Distribution Services under this agreement, such sections of this agreement that relate to the costs and services associated with Distribution Services and stranded cost recovery shall become void.

8.7 There are no stranded cost provisions applicable to the Roseburg POD.

9.0 Assignment: Transmission Provider may transfer this Service Agreement, or its rights under this Service Agreement, with prior written approval of Transmission Customer; provided that the written approval of Transmission Customer shall not be unreasonably withheld. After 30 days written notice by Transmission Provider to Transmission Customer of such assignment, Transmission Provider may assign this Service Agreement, 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 Service Agreement to the same extent as

Transmission Provider 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.

- 10.0 Choice of Law and Forum: This Service Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law. The forum for litigation arising from this Service Agreement 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.
- 11.0 State PUC Filing: The Oregon Public Utility Commission (PUC) may require the Transmission Provider to file documents related to the asset transfer between UIUC and the Transmission Provider related to the addition of the Myrtle Creek and Winchester PODs. If the PUC filing is not approved, then the Transmission Customer and Transmission Provider will work together in good faith to address the decision of the PUC and reach agreement on an amicable effective date for transmission service to the Myrtle Creek and Winchester PODs.

Network Resources Available to Transmission Customer

The UIUC has contracted with Transmission Customer for a Power Sales Contract (#09PB-13116) through September 30, 2028.

Bonneville Power Administration has designated the following resource(s) to serve load:  
Green Springs Hydroelectric Generation for 18MW from May 4, 2021 through October 1, 2028.

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

- 1.0 This Service Agreement, dated as of ~~November 13~~ April 29, 2017 ~~2021~~, is entered into, by and between PacifiCorp, on behalf of its transmission function (“Transmission Provider”), and Bonneville Power Administration, Power Services (“Transmission Customer”) for the provision of Network Integration Transmission Service to Umpqua Indian Utility Cooperative (“UIUC”). This Service Agreement supersedes and replaces ~~Eighth~~ Ninth Revised Service Agreement No. 229. This agreement will be filed with the Commission as ~~Ninth~~ Tenth Revised Service Agreement No. 229.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under PacifiCorp’s Open Access Transmission Tariff (the “Tariff”).
- 3.0 The Transmission Provider has determined that no deposit is required from the Transmission Customer under Section 29.2 of the Tariff since this Service Agreement reflects a modification to an existing transmission service of the Transmission Customer.
- 4.0 Service to the Winchester and Myrtle Creek Points of Delivery (PODs) under this Service Agreement shall commence on the earlier of (1) May 1, 2021 or, (2) the date by which work contemplated by the related construction agreements SA 877 and SA 878 are complete and facilities downstream of the Winchester and Myrtle Creek PODs are in place and owned by UIUC sufficient to serve load, or (2) such other date as is permitted to become effective by the Federal Energy Regulatory Commission. Service to the Gazley and Roseburg PODs shall have an effective date as stated in previous versions of Service Agreement 229. Service to each of the Winchester, Myrtle Creek, Gazley and Roseburg PODs shall continue through September 30, 2028.
- 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 is not providing under this Service Agreement transmission facilities which will be integrated with the Transmission Provider's Transmission System, and therefore is not entitled to receive a credit pursuant to Section 30.9 of the Tariff.
- 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:  
Central Cashier Office  
Attn: PacifiCorp Transmission Services  
825 N.E. Multnomah St., Suite 550  
Portland, Oregon 97232

Transmission Customer:  
Bonneville Power Administration, Power Services for the Umpqua  
Indian Utility Cooperative (UIUC)  
P.O. Box 3621, Routing: PST-6  
Portland, OR 97208-3621

- 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

~~11/13/17~~ \_\_\_\_\_ 04/29/2021

Name

Title

Date

Transmission Customer:

**Bonneville Power Administration, Power Services**

By: /s/ Daniel Yokota \_\_\_\_\_ Manager, Transfer Services

~~11/9/17~~ \_\_\_\_\_ 04/28/2021

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 to the Umpqua Indian Utility Cooperative (UIUC) for service to four points of delivery (PODs) on the Cow Creek Reservation near Canyonville, Oregon:

- 1) Gazley POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 12.5 kV distribution system at the Gazley Substation, serving the Cow Creek Casino, the Travel Center/Truck Stop, Water Treatment Facility and the Seven Feathers Hotel, as metered;
- 2) Roseburg POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 20.8 kV distribution system at the Roseburg Substation, serving the Umpqua Business Center served from the Roseburg substation in Roseburg, Oregon;
- 3) Winchester POD<sup>1</sup>: Tribal Government Office Buildings served from the Winchester/ Roseburg substation; and
- 4) Myrtle Creek POD<sup>1</sup>: Tribal housing served from the Riddle substation.

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 Resource identified in Exhibit B to this Service Agreement required to meet the load obligations of the Transmission Customer's designated loads described in Section 1.0 above.

Transaction originates in the control area of Transmission Customer and terminates within the control area of Transmission Provider's Oregon transmission system.

3.0 Point(s) of Receipt:

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<sup>1</sup> PacifiCorp's Facilities Studies have provided an expected construction completion date of July 1, 2019. Any change in facilities being in place, either earlier or later, may impact the service start date of these PODs.

Transmission Provider's various interconnections with Transmission Customer as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

Delivering Party: Bonneville Power Administration, Power Services.

4.0 Point(s) of Delivery:

The Points of Delivery identified in Section 1.0 above, as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

Receiving Party: PacifiCorp

5.0 Designation of party(ies) subject to reciprocal service obligation: Transmission Customer

6.0 Name(s) of any Intervening Systems: None

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. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

7.1 Transmission Charges:

a) Transmission Service: The charge will be equivalent to the Monthly Demand Charge, which is the product of the Network Customer's Monthly Network Load (determined pursuant to Section 34.2 of the Tariff) and the Transmission Provider's monthly transmission rate as established in Attachment H-1 of the Tariff.

b) Distribution Service associated with the Gazley, Winchester and Myrtle Creek PODs identified in Section 1.1 above:

Distribution Substation: \$0.85 per kW/mo.

Primary Delivery: \$3.09 per kW/mo.

c) Distribution Service charges shall not apply to the Roseburg POD.

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 hourly 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:

Only to the extent required pursuant to Schedule 1 of the Tariff.

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

Only to the extent required pursuant to Schedule 2 of the Tariff.

c) Regulation and Frequency Response Service:

Only to the extent required pursuant to Schedule 3 of the Tariff.

d) Regulation and Frequency Response Service:

Only to the extent required pursuant to Schedule 3A of the Tariff.

e) Energy Imbalance Service:

Only to the extent required pursuant to Schedule 4 of the Tariff.

f) Operating Reserve - Spinning Reserve Service

Only to the extent required pursuant to Schedule 5 of the Tariff.

g) Operating Reserve - Supplemental Reserve Service

Only to the extent required pursuant to Schedule 6 of the Tariff.

h) Real Power Losses:

Network Service provided under this 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 1.0 above, shall be assessed losses based on the transmission loss factors of PacifiCorp.

8.0 Investment in New Facilities / Stranded Cost True-up Calculation:

8.1 2004/2005 Investment in New Facilities: In order to meet increasing load service requirements on the Distribution System served from Gazley Substation, the Transmission Provider upgraded the Distribution System in two phases:

- a) Phase 1 completed July 2004. The final actual cost of Phase 1 is \$213,544.60.
- b) Phase 2 completed September 2006. The final actual cost of Phase 2 is \$985,885.19.
- c) Cost of New Facilities: The total actual cost of both phases is \$1,199,429.79. These upgrades are consistent with the new facilities detailed in the System Impact Study for UIUC dated November 14, 2003. Fifty percent of these upgrades are attributable to the Transmission Customer's load.

8.2 2006/2007 Investment in New Facilities: In order to meet increasing load service requirements on the Distribution System served from Gazley Substation, the Transmission Provider will increase the capability of this system. It is anticipated that the Transmission Provider will upgrade the Distribution System in two phases:

- a) Phase 1, estimated at \$49,000, is planned for completion in 2006. Phase 1 will provide for an increase to the North POD from 200 amps of service to 600 amps of service.
- b) The UIUC has now determined that Phase 2 should be constructed. Phase 2 is estimated at \$72,774, and is planned for completion in 2007. Phase 2 will provide for an increase to the South POD from 200 amps of service to 600 amps of service.
- c) Cost of New Facilities: The current estimated cost of phase 1 is \$49,000. One-hundred percent of these upgrades are attributable to the Transmission Customers load. The current estimated cost of Phase 2 is \$72,774. One-hundred percent of these upgrades are attributable to the Transmission Customers load.
- d) The Transmission Provider will provide to the Transmission Customer an accounting of actual cost when Phase 1 and Phase 2 are complete. The Transmission Customer authorizes the Transmission Provider to forward a copy of this actual cost notification directly to UIUC or its successor.

- 8.3 Stranded Cost True-up Calculation for the 2004/2005 Investment in New Facilities: The Transmission Customer agrees to reimburse the Transmission Provider for its stranded costs (if any) associated with facilities described in section 8.1 pursuant to the reimbursement methodology described below. Stranded costs shall be assessed to the Transmission Customer for the 2004/2005 Investment in new Facilities at such time that Distribution Services terminate under this agreement and are not renewed or provided for under a subsequent agreement with the Transmission Provider. If such Distribution Services are renewed under a subsequent agreement, the reimbursement methodology described below will continue to be used to calculate the Stranded Cost Reimbursement Balance, if any. The Stranded Cost Reimbursement Balance shall be calculated as follows:
- a) **Base Distribution Revenues** - The monthly Base Distribution Revenue of this Service Agreement is deemed to be \$9,090, based on 2,307 kW of billing demand.
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  - c) **Upgrade Cost Balance** - The as built value of the Transmission Provider's upgrades as described in section 8.1 multiplied by UIUC's share of 50%.
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subsequent agreement with the Transmission Provider. If such Distribution Services are renewed under a subsequent agreement, the reimbursement methodology described below will continue to be used to calculate the Stranded Cost Reimbursement Balance associated with the 2006/2007 Investment in New Facilities, if any. The Stranded Cost Reimbursement Balance shall be calculated as follows:

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- c) **Upgrade Cost Balance** - The as built value of the Transmission Provider's upgrades as described in section 8.2 multiplied by Transmission Customer's share of 100%.
- d) **Stranded Cost Reimbursement Balance** - Equal to the Upgrade Cost Balance as calculated in section 8.4(c) less the Incremental Distribution Revenues. However, the Parties agree that Incremental Distribution Revenues shall first apply to Stranded Cost Reimbursement Balance as calculated in section 8.3(d) until such value is zero and only then shall Incremental Distribution Revenues be applicable to Stranded Cost Reimbursement Balance as calculated in section 8.4(d). If such amount is less than zero it shall be deemed to be zero.

8.5 Notice of Updated Stranded Cost Reimbursement Balance: For as long as a Stranded Cost Reimbursement Balance exists, the Transmission Provider shall provide to the Transmission Customer, upon the Transmission Customer's request, an updated calculation detailing the remaining stranded cost. Such detail shall also be provided after September 30 of each year until the Stranded Cost Reimbursement is zero. This calculation shall separately identify Stranded Cost Reimbursement Balance associated with (1) 2004/2005 Investment in New Facilities and (2) 2006/2007 Investment in New Facilities. The Transmission Customer authorizes the Transmission Provider to forward a copy of this calculation directly to the UIUC or its successor.

8.6 In the event that an agreement is reached between the Transmission Provider and the UIUC or its successor which nullifies the need for Distribution Services under this agreement, such sections of this

agreement that relate to the costs and services associated with Distribution Services and stranded cost recovery shall become void.

- 8.7 There are no stranded cost provisions applicable to the Roseburg POD.
- 9.0 Assignment: Transmission Provider may transfer this Service Agreement, or its rights under this Service Agreement, with prior written approval of Transmission Customer; provided that the written approval of Transmission Customer shall not be unreasonably withheld. After 30 days written notice by Transmission Provider to Transmission Customer of such assignment, Transmission Provider may assign this Service Agreement, 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 Service Agreement to the same extent as Transmission Provider 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.
- 10.0 Choice of Law and Forum: This Service Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law. The forum for litigation arising from this Service Agreement 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.
- 11.0 State PUC Filing: The Oregon Public Utility Commission (PUC) may require the Transmission Provider to file documents related to the asset transfer between UIUC and the Transmission Provider related to the addition of the Myrtle Creek and Winchester PODs. If the PUC filing is not approved, then the Transmission Customer and Transmission Provider will work together in good faith to address the decision of the PUC and reach agreement on an amicable effective date for transmission service to the Myrtle Creek and Winchester PODs.



Network Resources Available to Transmission Customer

The UIUC has contracted with Transmission Customer for a Power Sales Contract (#09PB-13116) through September 30, 2028.

[Bonneville Power Administration has designated the following resource\(s\) to serve load: Green Springs Hydroelectric Generation for 18MW from May 4, 2021 through October 1, 2028.](#)

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

- 1.0 This Service Agreement, dated as of April 29, 2021, is entered into, by and between PacifiCorp, on behalf of its transmission function (“Transmission Provider”), and Bonneville Power Administration, Power Services (“Transmission Customer”) for the provision of Network Integration Transmission Service to Umpqua Indian Utility Cooperative (“UIUC”). This Service Agreement supersedes and replaces Ninth Revised Service Agreement No. 229. This agreement will be filed with the Commission as Tenth Revised Service Agreement No. 229.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under PacifiCorp’s Open Access Transmission Tariff (the “Tariff”).
- 3.0 The Transmission Provider has determined that no deposit is required from the Transmission Customer under Section 29.2 of the Tariff since this Service Agreement reflects a modification to an existing transmission service of the Transmission Customer.
- 4.0 Service to the Winchester and Myrtle Creek Points of Delivery (PODs) under this Service Agreement shall commence on the earlier of (1) May 1, 2021 or, (2) the date by which work contemplated by the related construction agreements SA 877 and SA 878 are complete and facilities downstream of the Winchester and Myrtle Creek PODs are in place and owned by UIUC sufficient to serve load, or (3) such other date as is permitted to become effective by the Federal Energy Regulatory Commission. Service to the Gazley and Roseburg PODs shall have an effective date as stated in previous versions of Service Agreement 229. Service to each of the Winchester, Myrtle Creek, Gazley and Roseburg PODs shall continue through September 30, 2028.
- 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 is not providing under this Service Agreement transmission facilities which will be integrated with the Transmission Provider's Transmission System, and therefore is not entitled to receive a credit pursuant to Section 30.9 of the Tariff.

- 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:  
Central Cashier Office  
Attn: PacifiCorp Transmission Services  
825 N.E. Multnomah St., Suite 550  
Portland, Oregon 97232

Transmission Customer:  
Bonneville Power Administration, Power Services for the Umpqua Indian  
Utility Cooperative (UIUC)  
P.O. Box 3621, Routing: PST-6  
Portland, OR 97208-3621

- 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: 2021.04.29 09:05:02 -07'00' **VP, Transmission** **04/29/2021**

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Name

Title

Date

Transmission Customer:

**Bonneville Power Administration, Power Services**

By: **DANIEL YOKOTA** Digitally signed by DANIEL YOKOTA  
Date: 2021.04.28 15:03:56 -07'00' **Manager, Transfer Services**

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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 to the Umpqua Indian Utility Cooperative (UIUC) for service to four points of delivery (PODs) on the Cow Creek Reservation near Canyonville, Oregon:

- 1) Gazley POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 12.5 kV distribution system at the Gazley Substation, serving the Cow Creek Casino, the Travel Center/Truck Stop, Water Treatment Facility and the Seven Feathers Hotel, as metered;
- 2) Roseburg POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 20.8 kV distribution system at the Roseburg Substation, serving the Umpqua Business Center served from the Roseburg substation in Roseburg, Oregon;
- 3) Winchester POD<sup>1</sup>: Tribal Government Office Buildings served from the Winchester/ Roseburg substation; and
- 4) Myrtle Creek POD<sup>1</sup>: Tribal housing served from the Riddle substation.

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 Resource identified in Exhibit B to this Service Agreement required to meet the load obligations of the Transmission Customer's designated loads described in Section 1.0 above.

Transaction originates in the control area of Transmission Customer and terminates within the control area of Transmission Provider's Oregon transmission system.

3.0 Point(s) of Receipt:

Transmission Provider's various interconnections with Transmission Customer as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

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<sup>1</sup> PacifiCorp's Facilities Studies have provided an expected construction completion date of July 1, 2019. Any change in facilities being in place, either earlier or later, may impact the service start date of these PODs.

Delivering Party: Bonneville Power Administration, Power Services.

4.0 Point(s) of Delivery:

The Points of Delivery identified in Section 1.0 above, as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

Receiving Party: PacifiCorp

5.0 Designation of party(ies) subject to reciprocal service obligation: Transmission Customer

6.0 Name(s) of any Intervening Systems: None

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. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

7.1 Transmission Charges:

a) Transmission Service: The charge will be equivalent to the Monthly Demand Charge, which is the product of the Network Customer's Monthly Network Load (determined pursuant to Section 34.2 of the Tariff) and the Transmission Provider's monthly transmission rate as established in Attachment H-1 of the Tariff.

b) Distribution Service associated with the Gazley, Winchester and Myrtle Creek PODs identified in Section 1.1 above:

Distribution Substation: \$0.85 per kW/mo.

Primary Delivery: \$3.09 per kW/mo.

c) Distribution Service charges shall not apply to the Roseburg POD.

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 hourly 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:

Only to the extent required pursuant to Schedule 1 of the Tariff.

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

Only to the extent required pursuant to Schedule 2 of the Tariff.

c) Regulation and Frequency Response Service:

Only to the extent required pursuant to Schedule 3 of the Tariff.

d) Regulation and Frequency Response Service:

Only to the extent required pursuant to Schedule 3A of the Tariff.

e) Energy Imbalance Service:

Only to the extent required pursuant to Schedule 4 of the Tariff.

f) Operating Reserve - Spinning Reserve Service

Only to the extent required pursuant to Schedule 5 of the Tariff.

g) Operating Reserve - Supplemental Reserve Service

Only to the extent required pursuant to Schedule 6 of the Tariff.

h) Real Power Losses:

Network Service provided under this 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 1.0 above, shall be assessed losses based on the transmission loss factors of PacifiCorp.

#### 8.0 Investment in New Facilities / Stranded Cost True-up Calculation:

- 8.1 2004/2005 Investment in New Facilities: In order to meet increasing load service requirements on the Distribution System served from Gazley Substation, the Transmission Provider upgraded the Distribution System in two phases:

- a) Phase 1 completed July 2004. The final actual cost of Phase 1 is \$213,544.60.
- b) Phase 2 completed September 2006. The final actual cost of Phase 2 is \$985,885.19.
- c) Cost of New Facilities: The total actual cost of both phases is \$1,199,429.79. These upgrades are consistent with the new facilities detailed in the System Impact Study for UIUC dated November 14, 2003. Fifty percent of these upgrades are attributable to the Transmission Customer's load.

8.2 2006/2007 Investment in New Facilities: In order to meet increasing load service requirements on the Distribution System served from Gazley Substation, the Transmission Provider will increase the capability of this system. It is anticipated that the Transmission Provider will upgrade the Distribution System in two phases:

- a) Phase 1, estimated at \$49,000, is planned for completion in 2006. Phase 1 will provide for an increase to the North POD from 200 amps of service to 600 amps of service.
- b) The UIUC has now determined that Phase 2 should be constructed. Phase 2 is estimated at \$72,774, and is planned for completion in 2007. Phase 2 will provide for an increase to the South POD from 200 amps of service to 600 amps of service.
- c) Cost of New Facilities: The current estimated cost of phase 1 is \$49,000. One-hundred percent of these upgrades are attributable to the Transmission Customers load. The current estimated cost of Phase 2 is \$72,774. One-hundred percent of these upgrades are attributable to the Transmission Customers load.
- d) The Transmission Provider will provide to the Transmission Customer an accounting of actual cost when Phase 1 and Phase 2 are complete. The Transmission Customer authorizes the Transmission Provider to forward a copy of this actual cost notification directly to UIUC or its successor.

8.3 Stranded Cost True-up Calculation for the 2004/2005 Investment in New Facilities: The Transmission Customer agrees to reimburse the Transmission Provider for its stranded costs (if any) associated with facilities described in section 8.1 pursuant to the reimbursement methodology described below. Stranded costs shall be assessed to the Transmission Customer for the 2004/2005 Investment in new Facilities at such time that Distribution Services terminate under this agreement and are not renewed or provided for under a subsequent



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