

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 Eighth Revised Service Agreement No. 328 under PacifiCorp’s Volume No. 11 Open Access Transmission Tariff (“OATT”).

As discussed more fully below, PacifiCorp respectfully requests the Network Service Agreement be accepted with an effective date of May 1, 2021.

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

On December 29, 2016, in Docket No. ER17-703, PacifiCorp filed with the Commission an unexecuted PacifiCorp Seventh Revised Service Agreement No. 328. Subsequently, on February 3, 2017, in the same proceeding, PacifiCorp filed the fully executed Seventh Revised Network Service Agreement No. 328 (“Seventh Revised NITSA”). The Commission accepted the Seventh Revised NITSA, via letter order dated March 21, 2017, with an effective date of December 1, 2016.<sup>4</sup>

On April 29, 2021, PacifiCorp and BPA executed the Eighth Revised Network Transmission Service Agreement No. 328 (“Eighth Revised NITSA”). Under the Eighth Revised NITSA, PacifiCorp provides network integration service for BPA to serve a wholesale customer, Yakama Power (“Yakama”). PacifiCorp followed its OATT procedures to evaluate and accommodate the modifications to BPA’s network service. These changes are reflected in the

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<sup>1</sup> 16 U.S.C. § 824d.

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

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

<sup>4</sup> *PacifiCorp*, Letter Order, Docket No. ER17-703-001 (March 21, 2017).

enclosed Eighth Revised NITSA, which includes: (i) updated Exhibit A – Designated Loads for Network Integration Transmission Service, (ii) Exhibit B – Network Resources Available to Transmission Customer, and (iii) general administrative changes. Accordingly, PacifiCorp submits the Eighth Revised NITSA for filing and respectfully requests an effective date of May 1, 2021.

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

The Eighth Revised NITSA 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 for the Network Service Agreement.

To the extent that any filing requirement in Part 35 of the Commission’s regulations is not satisfied by this filing and the materials enclosed herewith, PacifiCorp respectfully requests waiver of such requirements.

## **3. Designation**

PacifiCorp requests that the Network Service Agreement be designated as PacifiCorp Eighth Revised Service Agreement No. 328.

## **4. Enclosures**

The following enclosures are attached hereto:

Enclosure 1 Network Service Agreement between BPA and PacifiCorp, to be designated as PacifiCorp Eighth Revised Service Agreement No. 328.

Enclosure 2 Redline of Eighth Revised Service Agreement No. 328, as compared to Seventh Revised Service Agreement No. 328.

## **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	Public Utility Commission of Oregon
Bonneville Power Administration, Power Services	550 Capitol Street N.E. Suite 215
P.O. Box 3621, Routing: PST-6	Salem, Oregon 97301-2551
Portland, OR 97208	<a href="mailto:PUC.FilingCenter@state.or.us">PUC.FilingCenter@state.or.us</a>
<a href="mailto:dryokota@bpa.gov">dryokota@bpa.gov</a>	
<a href="mailto:dlpleger@bpa.gov">dlpleger@bpa.gov</a>	
<a href="mailto:clockman@bpa.gov">clockman@bpa.gov</a>	

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*

PacifiCorp  
FERC Electric Tariff  
7<sup>th</sup> Rev. Volume No. 11  
Eighth Revised Service Agreement No. 328

**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 for Yakama Power. This Service Agreement supersedes and replaces Seventh Revised Service Agreement No. 328, effective December 1, 2016. This agreement will be filed with the Commission as Eighth Revised Service Agreement No. 328.
- 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) May 1, 2021; or (2) such other date as it is permitted to become effective by the Commission. Service shall continue through September 30, 2028, except for service under Exhibit A, Section 1.0(1)(b), which shall continue until the date the General Transfer Agreement (West), Rate Schedule 237, Revision 7 becomes effective.
- 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  
Attn: Vice President, Transmission  
825 N.E. Multnomah St., Suite 1600  
Portland, Oregon 97232

Transmission Customer:

Bonneville Power Administration, Power Services  
P.O. Box 3621,  
Portland, OR 97208-3621  
Attention: Transfer Services - PST-6  
Phone: 503-230-3222  
Fax: 503-230-7463

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**

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

Transmission Customer:

**Bonneville Power Administration, Power Services**

<u>By: /s/ Daniel Yokata</u>	<u>Manager, Transfer Services</u>	<u>04/28/2021</u>
Name	Title	Date

**Exhibit A**  
**Designated Loads For**  
**Network Integration Transmission Service**

1.0 Transmission Customer's Load Designated as Network Service:

The Transmission Customer's load delivered to Yakama Power for service to points of delivery (PODs) near Yakima, Washington:

1) (a) Yakama Power's 115 kV White Swan substation for downstream delivery by Yakama Power on its 12.5 kV system to Yakama Forest Products at the Hawk Road metering point; and (b) for downstream delivery by Yakama Power on its 34.5 kV system to irrigation load, residential load and small industrial load served via Yakama Power's Dekker, Ermev and South Wapato substation.

2) PacifiCorp's 115 kV Toppenish substation for downstream delivery by PacifiCorp on its 12.5 kV distribution system to the Tribal Campus Load at the Fort Road metering point.

3) PacifiCorp's 115 kV Toppenish substation for downstream delivery by PacifiCorp on its 12.5 kV distribution system to the Casino Load at the Robbins Road metering point.

4) PacifiCorp's 115 kV Wapato substation for downstream delivery by PacifiCorp on its 12.5 kV distribution system to certain tribal properties located near the intersection of East Jones Road with North Camas Road in Wapato, Washington.

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 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 Washington transmission system.

3.0 Point(s) of Receipt:

Transmission Provider's 115 kV interconnection with Transmission Customer's Moxee Switching Station.

Delivering Party:

Bonneville Power Administration, Power Services

4.0 Point(s) of Delivery: As described in section 1.0 above.

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 Charge:

- 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: The product of Transmission Customer's Monthly Network Load for the loads defined in (2) and (3) of section 1.0 above, times the following:

Distribution Substation: \$0.6375 per kW/mo.

Primary Delivery: \$2.3150 per kW/mo.

- c) Distribution Service charges shall not apply to the Wapato 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: See Section 8.4.

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.

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.

Any generators jointly owned by the Transmission Provider and the Transmission Customer that are subject to Schedule 2 charges and for which the Transmission Provider's costs are included in the calculation of Reactive Service rates, shall be deemed qualified.

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 full requirement 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:

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 and distribution loss factors assessed by Benton REA. The metered quantities for the loads defined in (2), (3), and (4) of section 1.0 above, shall be assessed losses based on the combined transmission and distribution system loss factors of PacifiCorp.

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.

**Exhibit B**

**Network Resources Available to Transmission Customer**

Yakama Power has contracted with Transmission Customer for a Full Service Power Sales Contract. (#09PB-13134) Generation associated with this Power Sales Contract is not physically interconnected with the Transmission Provider and therefore subject to arrangements between the Transmission Customer and another transmission provider.

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.

**Exhibit C**

**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.

PacifiCorp  
FERC Electric Tariff  
7<sup>th</sup> Rev. Volume No. 11  
~~Seventh~~Eighth Revised Service Agreement No. 328

**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 ~~February 2~~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 for Yakama Power. This Service Agreement supersedes and replaces ~~Sixth~~Seventh Revised Service Agreement No. 328, effective ~~July 14~~December 1, ~~2014~~2016. This agreement will be filed with the Commission as ~~Seventh~~Eighth Revised Service Agreement No. 328.
- 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~~May 1, ~~2016~~2021; or (2) such other date as it is permitted to become effective by the Commission. Service shall continue through September 30, 2028, except for service under Exhibit A, Section 1.0(1)(b), which shall continue until the date the General Transfer Agreement (West), Rate Schedule 237, Revision 7 becomes effective.
- 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  
Attn: Vice President, Transmission  
825 N.E. Multnomah St., Suite 1600  
Portland, Oregon 97232

Transmission Customer:

Bonneville Power Administration, Power Services  
P.O. Box 3621,  
Portland, OR 97208-3621  
Attention: Transfer Services - PST-6  
Phone: 503-230-3222  
Fax: 503-230-7463

- 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 2/2/17  
04/29/2021  
Name Title Date

Transmission Customer:

**Bonneville Power Administration, Power Services**

By: ~~/s/ Dan Yokota~~ Daniel Yokata Manager, Transfer Services  
~~2/2/17~~ 04/28/2021  
Name Title Date

**Exhibit A**  
**Designated Loads For**  
**Network Integration Transmission Service**

1.0 Transmission Customer's Load Designated as Network Service:

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2) PacifiCorp's 115 kV Toppenish substation for downstream delivery by PacifiCorp on its 12.5 kV distribution system to the Tribal Campus Load at the Fort Road metering point.

3) PacifiCorp's 115 kV Toppenish substation for downstream delivery by PacifiCorp on its 12.5 kV distribution system to the Casino Load at the Robbins Road metering point.

4) PacifiCorp's 115 kV Wapato substation for downstream delivery by PacifiCorp on its 12.5 kV distribution system to certain tribal properties located near the intersection of East Jones Road with North Camas Road in Wapato, Washington.

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 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 Washington transmission system.

3.0 Point(s) of Receipt:

Transmission Provider's 115 kV interconnection with  
Transmission Customer's Moxee Switching Station.

Delivering Party:

Bonneville Power Administration, Power Services

4.0 Point(s) of Delivery: As described in section 1.0 above.

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 Charge:

- 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: The product of Transmission  
Customer's Monthly Network Load for the loads  
defined in (2) and (3) of section 1.0 above, times  
the following:  
  
Distribution Substation: \$0.6375 per kW/mo.  
  
Primary Delivery: \$2.3150 per kW/mo.
- c) Distribution Service charges shall not apply to  
the Wapato 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: See Section 8.4.

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.

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.

Any generators jointly owned by the Transmission Provider and the Transmission Customer that are subject to Schedule 2 charges and for which the Transmission Provider's costs are included in the calculation of Reactive Service rates, shall be deemed qualified.

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 full requirement 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:

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.

~~d)~~ e) Energy Imbalance Service:

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

~~e)~~ f) Operating Reserve - Spinning Reserve Service:

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

~~f)~~ g) Operating Reserve - Supplemental Reserve Service:

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

~~g)~~ 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 and distribution loss factors assessed by Benton REA. The metered quantities for the loads defined in (2), (3), and (4) of section 1.0 above, shall be assessed losses based on the combined transmission and distribution system loss factors of PacifiCorp.

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.

**Exhibit B**

**Network Resources Available to Transmission Customer**

Yakama Power has contracted with Transmission Customer for a Full Service Power Sales Contract. (#09PB-13134) Generation associated with this Power Sales Contract is not physically interconnected with the Transmission Provider and therefore subject to arrangements between the Transmission Customer and another transmission provider.

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.



**Exhibit C**

**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.

PacifiCorp  
FERC Electric Tariff  
7<sup>th</sup> Rev. Volume No. 11  
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- 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) May 1, 2021; or (2) such other date as it is permitted to become effective by the Commission. Service shall continue through September 30, 2028, except for service under Exhibit A, Section 1.0(1)(b), which shall continue until the date the General Transfer Agreement (West), Rate Schedule 237, Revision 7 becomes effective.
- 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.
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- 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  
Attn: Vice President, Transmission  
825 N.E. Multnomah St., Suite 1600  
Portland, Oregon 97232

Transmission Customer:

Bonneville Power Administration, Power Services  
P.O. Box 3621,  
Portland, OR 97208-3621  
Attention: Transfer Services - PST-6  
Phone: 503-230-3222  
Fax: 503-230-7463

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:	<b>Rick Vail</b> <small>Digitally signed by Rick Vail Date: 2021.04.29 09:07:11 -07'00'</small>	VP, Transmission	04/29/2021
	Name	Title	Date

Transmission Customer:

**Bonneville Power Administration, Power Services**

By:	<b>DANIEL YOKOTA</b> <small>Digitally signed by DANIEL YOKOTA Date: 2021.04.28 15:05:51 -07'00'</small>	Manager, Transfer Services	
	Name	Title	Date

**Exhibit A**  
**Designated Loads For**  
**Network Integration Transmission Service**

1.0 Transmission Customer's Load Designated as Network Service:

The Transmission Customer's load delivered to Yakama Power for service to points of delivery (PODs) near Yakima, Washington:

1) (a) Yakama Power's 115 kV White Swan substation for downstream delivery by Yakama Power on its 12.5 kV system to Yakama Forest Products at the Hawk Road metering point; and (b) for downstream delivery by Yakama Power on its 34.5 kV system to irrigation load, residential load and small industrial load served via Yakama Power's Dekker, Ermev and South Wapato substation.

2) PacifiCorp's 115 kV Toppenish substation for downstream delivery by PacifiCorp on its 12.5 kV distribution system to the Tribal Campus Load at the Fort Road metering point.

3) PacifiCorp's 115 kV Toppenish substation for downstream delivery by PacifiCorp on its 12.5 kV distribution system to the Casino Load at the Robbins Road metering point.

4) PacifiCorp's 115 kV Wapato substation for downstream delivery by PacifiCorp on its 12.5 kV distribution system to certain tribal properties located near the intersection of East Jones Road with North Camas Road in Wapato, Washington.

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 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 Washington transmission system.

3.0 Point(s) of Receipt:

Transmission Provider's 115 kV interconnection with Transmission Customer's Moxee Switching Station.

Delivering Party:

Bonneville Power Administration, Power Services

4.0 Point(s) of Delivery: As described in section 1.0 above.

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 Charge:

- 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: The product of Transmission Customer's Monthly Network Load for the loads defined in (2) and (3) of section 1.0 above, times the following:

Distribution Substation: \$0.6375 per kW/mo.

Primary Delivery: \$2.3150 per kW/mo.

- c) Distribution Service charges shall not apply to the Wapato 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: See Section 8.4.

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.

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.

Any generators jointly owned by the Transmission Provider and the Transmission Customer that are subject to Schedule 2 charges and for which the Transmission Provider's costs are included in the calculation of Reactive Service rates, shall be deemed qualified.

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 full requirement 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:

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 and distribution loss factors assessed by Benton REA. The metered quantities for the loads defined in (2), (3), and (4) of section 1.0 above, shall be assessed losses based on the combined transmission and distribution system loss factors of PacifiCorp.

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.

**Exhibit B**

**Network Resources Available to Transmission Customer**

Yakama Power has contracted with Transmission Customer for a Full Service Power Sales Contract. (#09PB-13134) Generation associated with this Power Sales Contract is not physically interconnected with the Transmission Provider and therefore subject to arrangements between the Transmission Customer and another transmission provider.

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.

**Exhibit C**

**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.