

**Anne K. Dailey**  
anne.dailey@troutman.com

August 12, 2019

**VIA ETARIFF**

The Honorable Kimberly D. Bose  
Secretary of the Commission  
Federal Energy Regulatory Commission  
Room 11G-1  
888 First Street, NE  
Washington DC 20426

RE: *PacifiCorp*  
Docket No. ER19-\_\_\_\_\_-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d (2012), Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. Part 35 (2018), and Order No. 714<sup>1</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 Exelon Generation Company, LLC ("Exelon") and PacifiCorp, dated July 30, 2019, to be designated as PacifiCorp Service Agreement No. 943 under PacifiCorp's Volume No. 11 Open Access Transmission Tariff ("OATT").

**1. Background and Reason for Filing**

On July 30, 2019, Exelon and PacifiCorp entered into a Network Service Agreement which describes the services provided to Exelon pursuant to Attachment M of PacifiCorp's OATT related to the Oregon Direct Access Program. PacifiCorp performed the necessary evaluations pursuant to its OATT procedures to determine that it could accommodate the requested service. Accordingly, PacifiCorp respectfully requests that the Commission accept the Network Service Agreement, attached hereto, for filing.

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

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## 2. Effective Date and Request for Waiver

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 August 1, 2019 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 Service Agreement No. 943.

## 4. Enclosure

The following enclosure is attached hereto:

Enclosure      Network Service Agreement between Exelon and PacifiCorp, to be designated as PacifiCorp Service Agreement No. 943

## 5. Communications

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

Anne K. Dailey  
Troutman Sanders LLP  
  
401 9<sup>th</sup> Street, NW  
Washington, DC 20004  
(202) 274-2870  
[anne.dailey@troutman.com](mailto:anne.dailey@troutman.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)

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**6. Service List**

Pursuant to 18 CFR §§ 35.1(a) and 35.2(e), a copy of this filing is being served on the following:

Jesse Adamski  
Exelon Generation Company, LLC  
1310 Point Street, 8<sup>th</sup> Floor  
Baltimore, MD 21231  
[Jesse.Adamski@constellation.com](mailto:Jesse.Adamski@constellation.com)

Public Utility Commission of Oregon  
550 Capitol St NE Suite 215  
PO Box 2148  
Salem OR 97308-2148  
[PUC.FilingCenter@state.or.us](mailto:PUC.FilingCenter@state.or.us)

**7. Conclusion**

Wherefore, for the reasons described herein, PacifiCorp respectfully requests that the Commission accept PacifiCorp Service Agreement No. 943 with an effective date of August 1, 2019.

Respectfully submitted,

/s/ Anne K. Dailey

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Anne K. Dailey  
Troutman Sanders LLP  
401 9<sup>th</sup> Street, NW  
Washington, DC 20004  
(202) 274-2870  
[anne.dailey@troutman.com](mailto:anne.dailey@troutman.com)

*Attorney for PacifiCorp*

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

- 1.0 This Service Agreement, dated as of July 30, 2019, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Exelon Generation Company, LLC ("Transmission Customer") for the provision of Network Integration Transmission Service. This agreement is for service provided pursuant to Attachment M of Transmission Provider's Tariff as related to Oregon Direct Access where Retail Access shall be provided in the State of Oregon pursuant to the rules and regulations of the Oregon Public Utility ("OPUC") in accordance with Order AR 380. Transmission Customer is a registered Scheduling Electricity Service Supplier ("SESS") per OPUC Order No. 02-133. This agreement will be filed with the Commission as Service Agreement No. 943.
- 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) August 1, 2019, or (2) such other date as it is permitted to become effective by the Commission. Service shall continue unless terminated in accordance with the rules and regulations pertaining to Oregon Direct Access and the Tariff.
- 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: PacifiCorp Transmission Services  
825 NE Multnomah Street, Suite 1600  
Portland, OR 97232

Pre-scheduling Desk: 503-262-4920  
Real-time Desk: 503-251-5210

Transmission Customer:

Exelon Generation Company, LLC  
1310 Point Street, 8<sup>th</sup> Floor  
Baltimore, MD 21231  
Phone: 410-468-3530

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:

By: /s/ Rick Vail	VP, Transmission	7/30/2019
Name	Title	Date

Transmission Customer:

By: /s/ Ravi Ganti	SVP, Portfolio Management and Strategy	7/30/2019
Name	Title	Date

## Exhibit A

### Designated Loads For Network Integration Transmission Service

1.0 Transmission Customer's Load Designated as Network Service:

Those loads listed on Exhibit D for selected direct access meters in the state of Oregon. The total peak and average load for these parties is approximately 1 MW.

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 the Bonneville Power Administration and terminates within the control area of Transmission Provider's Oregon transmission system designated as "PACW".

3.0 Point(s) of Receipt:

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

Delivering Party: Bonneville Power Administration

4.0 Point(s) of Delivery: See Exhibit D

Receiving Party: Retail End-user loads listed in Exhibit D.

5.0 Designation of party(ies) subject to reciprocal service obligation: none

6.0 Name(s) of any Intervening Systems: The Bonneville Power Administration for those Points of Delivery in Exhibit D. Transmission Customer shall share in third party wheeling

costs, if any, in accordance with Attachment M, section 9 - Oregon Transmission Integration.

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:

Each month the Transmission Customer shall pay the product of the total Oregon Retail Access Monthly Network Load (as defined in Section 34.2 of the Tariff) and Transmission Provider's monthly transmission rate as established in Attachment H-1 of the Tariff, as described in Attachment M, section 7 of the Tariff.

Note: Distribution Service provided directly to the Retail End-User loads listed on Exhibit D shall be provided for and billed separately from this Service Agreement under PacifiCorp's OPUC tariff for Direct Access Delivery Service per Schedule 728, 730, or 748.

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) Energy Imbalance Service:

As required pursuant to Schedule 4 of the Tariff.

Transmission Customer shall use its best efforts to minimize energy imbalance through scheduling a sufficient amount of energy to be delivered each hour to Transmission Provider's transmission system to cover the sum of its Retail End User forecasted loads, plus the transmission and distribution loss percentage listed in Exhibit D.

e) Operating Reserve - Spinning Reserve Service:

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

f) Operating Reserve - Supplemental Reserve Service:

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

8.0 Optional Waiver of Jury Trial:

  x  Transmission Customer to check only if applicable).  
TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE  
PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY  
JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY

ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

#### 9.0 Successors and Assigns

Transmission Provider may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Transmission Provider is a party. Affiliate includes any entity in which Berkshire Hathaway Inc. owns more than a 5% interest, over which Berkshire Hathaway Energy exercises management control, or which is listed on an exhibit to this Agreement. Transmission Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of Transmission Provider, and any attempted transfer in violation of this restriction shall be void.

Exhibit B

Network Resources Available to Transmission Customer

The available Network Resource is a firm contract with The Energy Authority providing for the supply of power at BPAT.PACW from August 1, 2019 through December 31, 2019.

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.

Exhibit D

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
	Hermiston	SEC	Shearers Foods LLC			1.01	8.01%	3873307700 2009	35539988	418206487 .001

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- 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) August 1, 2019, or (2) such other date as it is permitted to become effective by the Commission. Service shall continue unless terminated in accordance with the rules and regulations pertaining to Oregon Direct Access and the Tariff.
- 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.

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Attn: PacifiCorp Transmission Services  
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Transmission Customer:

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Phone: 410-468-3530

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:

By: **Rick Vail** Digitally signed by Rick Vail  
Date: 2019.07.30 13:57:57 -07'00' **VP, Transmission** **7/30/2019**  
Name Title Date

Transmission Customer:

By:  **Ravi Ganti** **SVP, Portfolio Management and Strategy** **7-30-2019**  
Name Title Date





**Exhibit A**

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1.0 Transmission Customer's Load Designated as Network Service:

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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.

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

d) Energy Imbalance Service:

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	Hermiston	SEC	Shearers Foods LLC			1.01	8.01%	3873307700 2009	35539988	418206487 .001