

October 2, 2020

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

RE: *PacifiCorp*  
Docket No. ER20-\_\_\_\_\_-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)<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 agreement:

Service Agreement for Network Integration Transmission Service (“Network Service Agreement”) between PacifiCorp and Bonneville Power Administration (“BPA”), dated January 31, 2020, to be designated as PacifiCorp Service Agreement No. 975 under PacifiCorp’s Volume No. 11 Open Access Transmission Tariff (“OATT”).

## **1. Background and Description of Filing**

On January 31, 2020, PacifiCorp and BPA entered into the Network Service Agreement, under which PacifiCorp will provide network integration transmission service to BPA to serve irrigation pump load of the United States Bureau of Reclamation’s West Extension Irrigation District. PacifiCorp’s service under the Network Service Agreement shall be provided pursuant to Part III of PacifiCorp’s OATT. PacifiCorp respectfully requests that the Commission accept the Network Service Agreement, attached hereto, for filing.

## **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 October 1, 2020 for the Network Service Agreement.

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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).

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 Service Agreement No. 975 under PacifiCorp's OATT.

### **4. Enclosure**

The following enclosure is attached hereto:

Service Agreement for Network Integration Transmission Service between PacifiCorp and BPA, designated as PacifiCorp Service Agreement No. 975

### **5. Communications**

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

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

Paul Garrett  
Bonneville Power Administration  
905 NE 11<sup>th</sup> Avenue  
Portland, OR 97232  
[dlpleger@bpa.gov](mailto:dlpleger@bpa.gov)

Public Utility Commission of Oregon  
550 Capital Street N. E., Suite 215  
Salem, OR 97308-2145  
[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/ Riley Peck

Riley Peck

*Attorney for PacifiCorp*

**Form of 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 January 31, 2020, is entered into, by and between PacifiCorp ("Transmission Provider"), and Bonneville Power Administration, Power Business Line / BPAP ("Transmission Customer") for the provision of Network Integration Transmission Service to West Extension Irrigation District. This agreement will be filed with the Commission as Service Agreement No. 975.
- 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 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) September 1, 2020, (2) the date on which metering work referenced in the related metering agreement is completed or (3) such other date as it is permitted to become effective by the Commission. The Transmission Customer shall provide notice to the Transmission Provider at least twelve months in advance of any termination date. Service 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 or such other designated Network Resources as the Transmission Customer may later designate in accordance with the Tariff.

- 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:

US Mail Deliveries: PacifiCorp Transmission Services  
Attn: Central Cashiers Office  
PO Box 2757  
Portland, OR 97208-2757

Other Deliveries: Central Cashiers Office  
Attn: PacifiCorp Transmission Services  
825 NE Multnomah Street, Suite 550  
Portland, OR 97232

Phone Number: 503-813-6744

Transmission Customer:

Bonneville Power Administration, Power Services  
905 NE 11<sup>th</sup> Avenue  
Portland, OR 97232  
Attention: Transfer Services -PSST-  
6 Phone: 503-230-4672

10.0 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: <u>/s/Rick Vail</u> | <u>VP, Transmission</u> | <u>1/31/2020</u> |
| Name                    | Title                   | Date             |

Transmission Customer:

|                            |  |                   |
|----------------------------|--|-------------------|
| By: <u>/s/Paul Garrett</u> | <u>Manager, Power Account Services</u> | <u>01/23/2020</u> |
| Name                       | Title                                  | Date              |

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

- 1.0 Transmission Customer designates the following Native Loads as part of its Network Load obligation:

Umatilla 69 kV substation fed from the McNary substation to serve irrigation pump load of the United States Bureau of Reclamation's West Extension Irrigation District

- 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 of this Exhibit A.

Transactions originate in the control area of the Transmission Customer and terminates in the control area of the Transmission Provider's western transmission system.

- 3.0 Point(s) of Receipt: Bonneville Power transmission system at the interconnection of PacifiCorp's and Bonneville Power's systems, as represented by BPAT.PACW on Transmission Provider's OASIS.

Delivering Party: Transmission Customer

- 4.0 Point(s) of Delivery: As described in section 1.0 above, as represented by PACW on Transmission Provider's OASIS.

Receiving Party: Transmission Customer

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

- 6.0 Name(s) of any Intervening Systems: 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.

7.1 Transmission Charges for Network Integration  
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.

7.2 Redispatch Charges for Network Integration 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) Generator 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.

8.0 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 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.

9.0 Assignment:

PacifiCorp may transfer this agreement, or its rights under this agreement, 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 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 agreement 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.

Exhibit B

Network Resources Available to Transmission Customer

Federal Columbia River Power System under Memorandum of Agreement between Bonneville Power Administration Power and United States Bureau of Reclamation for service to West Extension Irrigation District, contract 10GS-75345, per Umatilla Basin Project Act.

Exhibit C

Network Facility Transmission Credit

There are no facilities providing a Network Facility Transmission Credit.

**Form of 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 January 31, 2020, is entered into, by and between PacifiCorp ("Transmission Provider"), and Bonneville Power Administration, Power Business Line / BPAP ("Transmission Customer") for the provision of Network Integration Transmission Service to West Extension Irrigation District. This agreement will be filed with the Commission as Service Agreement No. 975.
- 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 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) September 1, 2020, (2) the date on which metering work referenced in the related metering agreement is completed or (3) such other date as it is permitted to become effective by the Commission. The Transmission Customer shall provide notice to the Transmission Provider at least twelve months in advance of any termination date. Service 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 or such other designated Network Resources as the Transmission Customer may later designate in accordance with the Tariff.

- 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:

US Mail Deliveries: PacifiCorp Transmission Services  
Attn: Central Cashiers Office  
PO Box 2757  
Portland, OR 97208-2757

Other Deliveries: Central Cashiers Office  
Attn: PacifiCorp Transmission Services  
825 NE Multnomah Street, Suite 550  
Portland, OR 97232

Phone Number: 503-813-6744

Transmission Customer:

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Portland, OR 97232  
Attention: Transfer Services -PSST-  
6 Phone: 503-230-4672

10.0 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: | <b>Rick Vail</b><br>Digitally signed by Rick Vail<br>Date: 2020.01.31 05:39:48 -08'00' | VP, Transmission | 1/31/2020 |
|     | Name   | Title            | Date      |

Transmission Customer:

|     |   |                                 |            |
|-----|---|---------------------------------|------------|
| By: |  | Manager, Power Account Services | 01/23/2020 |
|     | Name  | Title                           | Date       |

Designated Loads For  
Network Integration Transmission Service

- 1.0 Transmission Customer designates the following Native Loads as part of its Network Load obligation:

Umatilla 69 kV substation fed from the McNary substation to serve irrigation pump load of the United States Bureau of Reclamation's West Extension Irrigation District

- 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 of this Exhibit A.

Transactions originate in the control area of the Transmission Customer and terminates in the control area of the Transmission Provider's western transmission system.

- 3.0 Point(s) of Receipt: Bonneville Power transmission system at the interconnection of PacifiCorp's and Bonneville Power's systems, as represented by BPAT.PACW on Transmission Provider's OASIS.

Delivering Party: Transmission Customer

- 4.0 Point(s) of Delivery: As described in section 1.0 above, as represented by PACW on Transmission Provider's OASIS.

Receiving Party: Transmission Customer

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

- 6.0 Name(s) of any Intervening Systems: 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.

7.1 Transmission Charges for Network Integration 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.

7.2 Redispatch Charges for Network Integration 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) Generator 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.

8.0 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 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.

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PacifiCorp may transfer this agreement, or its rights under this agreement, 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 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 agreement 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.

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