

January 07, 2020

The Honorable Kimberly D. Bose
Secretary
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, 16 U.S.C. § 824d (2018), Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. Part 35 (2019), and Order No. 714¹ regarding electronic filing of tariff submissions, PacifiCorp hereby tenders for filing the following jurisdictional agreement:

Service Agreement for Network Integration Transmission Service ("NITSA"), between PacifiCorp and Calpine Energy Solutions, LLC (Calpine), dated December 16, 2019, designated as Thirteenth Revised Service Agreement No. 299 under PacifiCorp's Volume No. 11 Open Access Transmission Tariff ("OATT").

As discussed further below, PacifiCorp respectfully requests the Commission accept this NITSA effective January 1, 2020.

1. Background and Description of Filing

On January 10, 2019, in Docket No. ER19-793, PacifiCorp filed with the Commission the Twelfth Revised Service Agreement No. 299 ("Twelfth Revised NITSA"). The Commission accepted the filing via letter order dated February 15, 2019, with an effective date of January 1, 2019.²

On December 16, 2019, PacifiCorp and Calpine executed the Thirteenth Revised Service Agreement No. 299 ("Thirteenth Revised NITSA") which describes the services provided to Calpine pursuant to Attachment M of PacifiCorp's OATT related to the Oregon Direct Access Program. The parties mutually agreed to modifications to the NITSA to reflect Calpine's request for updates to the lists of designated network loads and resources. PacifiCorp followed its OATT procedures to evaluate and accommodate the modifications to Calpine's network service. These changes are reflected in the enclosed Thirteenth Revised NITSA and include the following changes: (i) in Exhibit A, revisions to the total peak and average load; and (ii) in Exhibit B, the effective dates for the Network Resource, and (iii) in Exhibit D, amendments to the designated

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

² *PacifiCorp*, Letter Order, Docket No. ER19-793-000 (Feb. 15, 2019).

network load list. Accordingly, PacifiCorp respectfully requests that the Commission accept the NITSA, attached hereto, for filing.

2. Effective Date and Request for Waiver

The Thirteenth Revised NITSA is being filed within 30 days of the service commencement date (i.e., January 1, 2020). Therefore, in accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp respectfully requests an effective date of January 1, 2020 for the Thirteenth Revised NITSA.

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

3. Designation

PacifiCorp requests that the agreement be designated as Thirteenth Revised Service Agreement No. 299 under PacifiCorp's OATT.

4. Enclosures

The following enclosures are attached hereto:

Enclosure 1 Service Agreement for Network Integration Transmission Service between PacifiCorp and Calpine, designated as Thirteenth Revised Service Agreement No. 299

Enclosure 2 Redline of Thirteenth Revised Service Agreement No. 299, as compared to Twelfth Revised Service Agreement No. 299

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

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

6. Notice

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

Calpine Energy Solutions, LLC
c/o Justin Pannu
401 West A Street, Suite 500
San Diego, CA 92101
justin.pannu@calpinesolutions.com

Public Utility Commission of Oregon
550 Capitol Street N.E. Suite 215
Salem, OR 97301-2551
PUC.FilingCenter@state.or.us

7. Conclusion

Wherefore, for the reasons discussed herein, PacifiCorp respectfully requests that the Commission accept Thirteenth Revised Service Agreement No. 299 for filing under PacifiCorp's OATT with an effective date of January 1, 2020.

Respectfully Submitted,

/s/ Matthew Loftus
Matthew Loftus
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 December 16, 2019, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Calpine Energy Solutions, 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 Service Agreement supersedes and replaces Twelfth Revised Service Agreement No. 299, dated December 27, 2018. This agreement will be filed with the Commission as Thirteenth Revised Service Agreement No. 299.
- 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.

*No deposit required, as this is an existing transmission service.
- 4.0 Service under this Service Agreement shall commence on the later of (1) January 1, 2020, 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:

Calpine Energy Solutions, LLC
401 West A St - Ste 500
San Diego, CA 92101
Phone: 619-684-8182
Fax: 619-684-8355
E-mail: [mailto: justin.pannu@calpinesolutions.com](mailto:justin.pannu@calpinesolutions.com)

Invoicing:

Daichi Siegrist
<mailto:daichi.siegrist@calpinesolutions.com>
Ph: 619-684-8160
Fax: 619-684-8355

Prescheduling:

Sharisa Henry
<mailto:sharisa.henry@calpinesolutions.com>
Ph: 619-684-8183
Fax: 619-684-8355

Real Time Operations:

Ph: 1-888-896-8629
Fax: 619-684-8355

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 12/16/19

Name Title Date

Transmission Customer:

By: Sean Fallmer SVP 12/13/2019

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 19 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 (formerly PacifiCorp retail customers) 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:

_____ (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 January 1, 2020 through December 31, 2020.

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	NC Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
1	White City	SEC	Amy's Kitchen			3.45	8.01%	398524050 01003	28557793	582097505 001
2	Corvallis	SEC	Hollingsworth & Vose Company			6.51	8.01%	199042910 15001	35540720	597423091 001
3	Corvallis	SEC	Hollingsworth & Vose Company				8.01%	199042910 16001	35540717	596823691 002
4	Portland	SCV	Kroger Co			8.68	8.01%	105975110 85001	35540387	717883399 001
5	Grants Pass	SCV	Kroger Co				8.01%	105975110 86001	35560886	647179285 001
6	Albany	SCV	Kroger Co				8.01%	105975110 87001	35798311	445173049 001
7	Corvallis	SCV	Kroger Co				8.01%	105975110 88001	28819696	455564425 001
8	Medford	SCV	Kroger Co				8.01%	105975110 89001	35924519	461167039 002
9	Portland	SCV	Kroger Co				8.01%	105975110 90001	28819974	481119733 002
10	Medford	SCV	Kroger Co				8.01%	105975110 91001	82244779	502726105 001
11	Klamath Falls	SCV	Kroger Co				8.01%	105975110 92001	35798308	572060035 001
12	Redmond	SCV	Kroger Co				8.01%	105975110 93001	35924503	763200981 001
13	Bend	SCV	Kroger Co				8.01%	105975110 94001	35560819	859562245 001
14	Warrenton	SCV	Kroger Co				8.01%	105975110 95001	28819854	862352785 001
15	Coos Bay	SCV	Kroger Co				8.01%	105975110 96001	41049866	976639273 001
16	Coos Bay	SCV	Kroger Co				8.01%	105975110 97001	35924504	977038873 001
17	Roseburg	SCV	Kroger Co				8.01%	105975110 98001	82352385	983246215 002

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	NC Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
18	Portland	SCV	Kroger Co				8.01%	689780240 03001	35736226	598602133 001
19	Medford	SEC	Providence Health & Services			2.03	8.01%	315927510 33001	82677894	821453290 02

**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 December 27, 2018, 16, 2019, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Calpine Energy Solutions, 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 Service Agreement supersedes and replaces ~~Eleventh~~Twelfth Revised Service Agreement No. 299, dated December ~~29, 2017. 27, 2018.~~ This agreement will be filed with the Commission as ~~Twelfth~~Thirteenth Revised Service Agreement No. 299.
- 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.
- *No deposit required, as this is an existing transmission service.
- 4.0 Service under this Service Agreement shall commence on the later of (1) January 1, ~~2019, 2020,~~ 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:

Calpine Energy Solutions, LLC
401 West A St ~~-~~ Ste 500
San Diego, CA 92101
Phone: 619-684-8182
Fax: 619-684-8355
E-mail: [mailto: justin.pannu@calpinesolutions.com](mailto:justin.pannu@calpinesolutions.com)

Invoicing:

Daichi Siegrist
<mailto:daichi.siegrist@calpinesolutions.com>
Ph: 619-684-8160
Fax: 619-684-8355

Prescheduling:

Sharisa Henry
<mailto:sharisa.henry@calpinesolutions.com>
Ph: 619-684-8183
Fax: 619-684-8355

Real Time Operations:

Ph: 1-888-896-8629
Fax: 619-684-8355

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 12/27/16~~18~~19

Name Title Date

Transmission Customer:

| By: ~~/s/ Justin Pannu~~ ~~Director~~ ~~12/24/2018~~ Sean

Fallmer SVP 12/13/2019

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 ~~27~~19 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 (formerly PacifiCorp retail customers) 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:

_____ (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 January 1, ~~2019~~2020 through December 31, ~~2019~~2020.

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.

Exhibit D

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	NC Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
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18	Portland	SCV	Kroger Co			8.01%	689780240 03001	35736226	598602133 001	
19	Medford	SEC	Providence Health & Services			2.03	8.01%	315927510 33001	82677894	821453290 02

**Service Agreement For
Network Integration Transmission Service
Under PacifiCorp's Open Access Transmission Tariff,
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.
- *No deposit required, as this is an existing transmission service.
- 4.0 Service under this Service Agreement shall commence on the later of (1) January 1, 2020, 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.
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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:

Calpine Energy Solutions, LLC
401 West A St - Ste 500
San Diego, CA 92101
Phone: 619-684-8182
Fax: 619-684-8355
E-mail: mailto: justin.pannu@calpinesolutions.com

Invoicing:

Daichi Siegrist
mailto:daichi.siegrist@calpinesolutions.com
Ph: 619-684-8160
Fax: 619-684-8355

Prescheduling:

Sharisa Henry
mailto:sharisa.henry@calpinesolutions.com
Ph: 619-684-8183
Fax: 619-684-8355

Real Time Operations:

Ph: 1-888-896-8629
Fax: 619-684-8355

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: 2019.12.16
07:21:51 -08'00' VP, Transmission 12/16/19

Name Title Date

Transmission Customer:

By:  **Sup** 12/13/2019

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 19 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 (formerly PacifiCorp retail customers) 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:

____ (Transmission Customer to check only if applicable).
TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES
HERE TO 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 January 1, 2020 through December 31, 2020.

Exhibit D

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	NC Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
1	White City	SEC	Amy's Kitchen			3.45	8.01%	398524050 01003	28557793	582097505 001
2	Corvallis	SEC	Hollingsworth & Vose Company			6.51	8.01%	199042910 15001	35540720	597423091 001
3	Corvallis	SEC	Hollingsworth & Vose Company				8.01%	199042910 16001	35540717	596823691 002
4	Portland	SCV	Kroger Co			8.68	8.01%	105975110 85001	35540387	717883399 001
5	Grants Pass	SCV	Kroger Co				8.01%	105975110 86001	35560886	647179285 001
6	Albany	SCV	Kroger Co				8.01%	105975110 87001	35798311	445173049 001
7	Corvallis	SCV	Kroger Co				8.01%	105975110 88001	28819696	455564425 001
8	Medford	SCV	Kroger Co				8.01%	105975110 89001	35924519	461167039 002
9	Portland	SCV	Kroger Co				8.01%	105975110 90001	28819974	481119733 002
10	Medford	SCV	Kroger Co				8.01%	105975110 91001	82244779	502726105 001
11	Klamath Falls	SCV	Kroger Co				8.01%	105975110 92001	35798308	572060035 001
12	Redmond	SCV	Kroger Co				8.01%	105975110 93001	35924503	763200981 001
13	Bend	SCV	Kroger Co				8.01%	105975110 94001	35560819	859562245 001
14	Warrenton	SCV	Kroger Co				8.01%	105975110 95001	28819854	862352785 001
15	Coos Bay	SCV	Kroger Co			8.01%	105975110 96001	41049866	976639273 001	
16	Coos Bay	SCV	Kroger Co			8.01%	105975110 97001	35924504	977038873 001	
17	Roseburg	SCV	Kroger Co			8.01%	105975110 98001	82352385	983246215 002	

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	NC Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
18	Portland	SCV	Kroger Co				8.01%	689780240 03001	35736226	598602133 001
19	Medford	SEC	Providence Health & Services			2.03	8.01%	315927510 33001	82677894	821453290 02