

March 21, 2023

VIA ETARIFF

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

RE: ***PacifiCorp*, Docket No. ER23-_____-000
Network Integration Transmission Service with Constellation Energy Generation,
LLC (S.A. No. 943)**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)¹, Part 35 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,² and Order No. 714³ regarding electronic filing of tariff submittals, PacifiCorp hereby tenders for filing the following jurisdictional agreement:

Service Agreement for Network Integration Transmission Service between Constellation Energy Generation, LLC (fka Exelon Generation Company, LLC), (“Constellation”) and PacifiCorp, dated March 10, 2023, to be designated as PacifiCorp Fifth Revised Service Agreement No. 943 (“Fifth Revised NITSA”) to PacifiCorp’s Volume No. 11 Open Access Transmission Tariff (“OATT”).

As discussed more fully below, PacifiCorp respectfully requests the Commission accept this agreement with an effective date of March 1, 2023.

1. Background and Reason for Filing

On January 17, 2023, in Docket No. ER23-846, PacifiCorp filed with the Commission Fourth Revised Service Agreement No. 943. The Commission accepted the filing via a letter order dated March 13, 2023, with an effective date of January 1, 2023.⁴

On March 10, 2023, PacifiCorp and Constellation executed the Fifth Revised Service Agreement No. 943 which describes the services provided to Constellation pursuant to Attachment

1 16 U.S.C. § 824d (2018).

2 18 C.F.R. Part 35 (2022).

3 *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008), *order on reh’g*, Order No. 714-A, 147 FERC ¶ 61,115 (2014).

4 *PacifiCorp*, Docket No. ER23-846-000 (March 13, 2023) (delegated letter order)

M of PacifiCorp's OATT related to the Oregon Direct Access Program. PacifiCorp followed its OATT procedures to evaluate and accommodate the modifications to Constellation's network service. These changes are reflected in the enclosed Fifth Revised NITSA and include the following changes: (i) in Exhibit D, amendments to the designated network load list and (ii) administrative edits. Accordingly, PacifiCorp submits the Fifth Revised NITSA for filing.

2. Effective Date and Request for Waiver

The Fifth Revised NITSA is being filed within 30 days of service commencement date (i.e., March 1, 2023). Therefore, in accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp respectfully requests an effective date of March 1, 2023 for the Fifth 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 Fifth Revised NITSA be designated as PacifiCorp Fifth Revised Service Agreement No. 943.

4. Enclosures

The following enclosures are attached hereto:

Enclosure 1 Service Agreement for Network Integration Transmission Service between PacifiCorp and Constellation, to be designated as PacifiCorp Fifth Revised Service Agreement No. 943

Enclosure 2 Redline of Fifth Revised Service Agreement No. 943 as compared to the Fourth Revised Service Agreement No. 943

5. Communications

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

Robert Eckenrod
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 2000
Portland, OR 97232
(503) 367-7259
Robert.Eckenrod@PacifiCorp.com

Rick Vail
Vice President, Transmission
PacifiCorp
825 N.E. Multnomah, 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 by e-mail on the following:

Jesse Adamski
Constellation Energy Generation, LLC
1310 Point Street, 8th Floor
Baltimore, MD 21231
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

7. Conclusion

Wherefore, for the reasons discussed herein, PacifiCorp respectfully requests that the Commission accept Fourth Revised NITSA for filing under PacifiCorp's OATT with an effective date of March 1, 2023.

Respectfully Submitted,

/s/ Robert Eckenrod

Robert Eckenrod
Attorney for PacifiCorp

ENCLOSURE 1

Service Agreement for Network Integration Transmission Service between PacifiCorp and Constellation, to be designated as PacifiCorp Fifth Revised Service Agreement No. 943

**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, March 10, 2023, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Constellation Energy Generation, LLC (fka 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 Service Agreement supersedes and replaces Fourth Revised Service Agreement No. 943, dated December 29, 2022. This agreement will be filed with the Commission as Fifth Revised 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) March 1, 2023, 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:

Constellation Energy Generation, LLC
1310 Point Street, 8th 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: **Rick Vail** Digitally signed by Rick Vail
Date: 2023.03.10 12:38:56
-08'00' VP, Transmission 03/10/2023
Name Title Date

Transmission Customer:

By: *Matt A. Stasch* VP, Chief Risk Officer 3/9/2023
Name Title Date

FDW

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 January 1, 2023, through December 31, 2023.

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

Transmission Customer's Designated Loads

Designated load points are based on Transmission Customer's submitted Direct Access Service Request (DASR) forms. These designated load points will be used as the basis for billing.

ENCLOSURE 2

Redline of Fifth Revised Service Agreement No. 943 as compared to the Fourth Revised Service Agreement No. 943

**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 29, 2022~~March 10/2023, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Constellation Energy Generation, LLC (fka 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 Service Agreement supersedes and replaces ~~Third~~Fourth Revised Service Agreement No. 943, dated December ~~28~~29, ~~2021~~2022. This agreement will be filed with the Commission as ~~Fourth~~Fifth Revised 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) ~~January~~March 1, 2023, 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:

Constellation Energy Generation, LLC
1310 Point Street, 8th 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
12/29/2022 3/10/2023
Name Title Date

Transmission Customer:

By: /s/ ~~Brian Buck~~ ~~Assistant Secretary~~
12/28/2022 Matthew A. Stasch VP. Chief Risk Officer
3/9/2023
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:

_____(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, 2023, through December 31, 2023.

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	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #
	Hermiston	SEC	Shearers Foods LLC			-1.24	8.44 %	38733077 002009
	Portland	SEC	GS INDIGO LLC dba Indigo @Twelve West			0.03	8.44 %	99480990 011276
	Portland	SEC	GS INDIGO LLC dba Indigo @Twelve West			0.20	8.44 %	99480990 011277
	Portland	SEC	GS INDIGO LLC dba Indigo @Twelve West			0.15	8.44 %	99480990 011284

Transmission Customer's Designated Loads

Designated load points are based on Transmission Customer's submitted Direct Access Service Request (DASR) forms. These designated load points will be used as the basis for billing.