

January 14, 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 (“FPA”), 16 U.S.C. § 824d (2018), Part 35 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) regulations, 18 C.F.R. Part 35 (2019), and Order No. 714¹ 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 3 Phases Renewables, Inc. (“3 Phases”) and PacifiCorp, dated December 30, 2019, to be designated as PacifiCorp Third Revised Service Agreement No. 876 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 Reason for Filing

On September 27, 2019, in Docket No. ER20-82, PacifiCorp filed with the Commission Second Revised Service Agreement No. 876 (“Second Revised NITSA”). The Commission accepted the filing, via letter order dated November 8, 2019, with an effective date of October 1, 2019.²

On December 30, 2019, 3 Phases and PacifiCorp executed the Third Revised Network Service Agreement (“Third Revised NITSA”) which describes the services provided to 3 Phases pursuant to Attachment M of PacifiCorp’s OATT related to the Oregon Direct Access Program. This filing reflects mutually agreed upon edits to the following exhibits: (i) Exhibit B - Network Resources Available to Transmission Customer and (ii) Exhibit D - list of network loads. Accordingly, PacifiCorp respectfully requests that the Commission accept the Third Revised NITSA, attached hereto, for filing.

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

² *PacifiCorp*, Letter Order, Docket No. ER20-82 (November 8, 2019).

2. Effective Date and Request for Waiver

The Third 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 requests an effective date of January 1, 2020 for the Third 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 Third Revised NITSA be designated as PacifiCorp Third Revised Service Agreement No. 876.

4. Enclosures

The following enclosures are attached hereto:

- Enclosure 1 Service Agreement for Network Integration Transmission Service between 3 Phases and PacifiCorp, to be designated as Third Revised Service Agreement No. 876
- Enclosure 2 Redline of Third Revised Service Agreement No. 876, as compared to Second Revised Service Agreement No. 876

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
(503) 813-6508 (facsimile)
Matthew.Loftus@PacifiCorp.com

Rick Vail
Vice President, Transmission
PacifiCorp
825 N.E. Multnomah, Suite 1600
Portland, OR 97232
(503) 813- 6938
(503) 813- 6893 (facsimile)
Richard.Vail@PacifiCorp.com

6. Notice

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

Nick DePasquale
3 Phases Renewables, Inc.
1228 E. Grand Avenue
El Segundo, CA 90245
ndepasquale@3PhasesRenewables.com

Public Utility Commission of Oregon
550 Capitol Street N.E. Suite 215
PO Box 2148
Salem, Oregon 97301-2551
PUC.FilingCenter@state.or.us

7. Conclusion

For the reasons discussed herein, PacifiCorp respectfully requests that the Commission accept the Third Revised Service Agreement No. 876 for filing under PacifiCorp's OATT with an effective date of January 1, 2020.

If you have any questions, or if I can be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

/s/ Matthew Loftus
Matthew Loftus
Counsel for PacifiCorp

**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 30, 2019 , is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and 3 Phases Renewables, Inc. ("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 Second Revised Service Agreement No. 876, dated September 27, 2019. This agreement will be filed with the Commission as Third Revised Service Agreement No. 876.
- 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 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:

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

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

Transmission Customer:

3 Phases Renewables, Inc.
1228 E. Grand Avenue
El Segundo, CA 90245
Phone: 310-939-1283
Fax: 310-939-1284

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: <u>/s/ Rick Vail</u>	<u>VP Transmission</u>	<u>12/29/2019</u>
Name	Title	Date

Transmission Customer:

By: <u>/s/ Michael Mazur</u>	<u>Principle</u>	<u>12/26/19</u>
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 2 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: Transmission Customer

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 power contract with Shell Energy providing for the supply of power at BPAT.PACW from January 1, 2020 through December 31, 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	Peak Demand (MW)	Transm. & Distrib. Losses	Site Service	Meter #
1	Medford	SEC	Custom Collaboration	2	8.01%	90938749-001	78017242
2	Portland	SEC	Stumptown		8.01%	442158067002	78149995
3	Portland	SEC	Harris Brewing LLC		8.01%	589610689003	78983229
4	Coos Bay	SEC	Chandler Apts, LLC		8.01%	944671495001	78980152
5	Grants Pass	SEC	Club Northwest		8.01%	931694041001	69975995
6	Grants Pass	SEC	Club Northwest		8.01%	931494241001	81953904
7	Grants Pass	SEC	Club Northwest		8.01%	931294441001	69976017

**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 30, 2019~~ September 27, 2019, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and 3 Phases Renewables, Inc. ("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 ~~First-Second~~ Revised Service Agreement No. 876, dated ~~September 27, 2019. December 31, 2018.~~ This agreement will be filed with the Commission as ~~Second-Third~~ Revised Service Agreement No. 876.
- 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) ~~October~~ January 1, 2020~~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:

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

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

Transmission Customer:

3 Phases Renewables, Inc.
1228 E. Grand Avenue
El Segundo, CA 90245
Phone: 310-939-1283
Fax: 310-939-1284

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 9/27/2019
2019.12.29
Name Title Date

Transmission Customer:

By: /s/ Michael Mazure Principal 09/26/2019
12/26/2019
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 2 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: Transmission Customer

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
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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.

Network Resources Available to Transmission Customer

The available Network Resource is a firm power contract with Shell Energy providing for the supply of power at BPAT.PACW from ~~October-January~~ 1, ~~2020-2019~~ through December 31, ~~2020~~2019.

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	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #Site Service	Meter #
1	<u>Medford</u> <u>Portland</u>	SEC	<u>Custom</u> <u>Collaboration</u> <u>Stumptown</u>	2	8.01%	90938749-001	<u>7801724228</u> <u>623742</u>
2	<u>Medford</u> <u>Portland</u>	SEC	<u>StumptownCusto</u> <u>m-Collaboration</u>		8.01%	<u>442158067002</u> <u>01424554-001</u>	<u>78149995</u> <u>66789149</u>
3	Portland	SEC	Harris Brewing LLC		8.01%	<u>589610689003</u> <u>45332622-001</u>	78983229
4	<u>Coos Bay</u>	<u>SEC</u>	<u>Chandler Apts.</u> <u>LLC</u>		<u>8.01%</u>	<u>944671495001</u>	<u>78980152</u>
5	<u>Grants Pass</u>	<u>SEC</u>	<u>Club Northwest</u>		<u>8.01%</u>	<u>931694041001</u>	<u>69975995</u>
6	<u>Grants Pass</u>	<u>SEC</u>	<u>Club Northwest</u>		<u>8.01%</u>	<u>931494241001</u>	<u>81953904</u>
7	<u>Grants Pass</u>	<u>SEC</u>	<u>Club Northwest</u>		<u>8.01%</u>	<u>931294441001</u>	<u>69976017</u>

**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.
- 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:

Central Cashiers Office
Attn: PacifiCorp Transmission Services
825 NE Multnomah Street, Suite 550
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Transmission Customer:

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1228 E. Grand Avenue
El Segundo, CA 90245
Phone: 310-939-1283
Fax: 310-939-1284

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: 2019.12.29 16:58:13 -08'00'

Name Title Date

Transmission Customer:

By: **Michael Mazur** Principal 12/26/2019

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 2 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: Transmission Customer

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 power contract with Shell Energy providing for the supply of power at BPAT.PACW from January 1, 2020 through December 31, 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	Peak Demand (MW)	Transm. & Distrib. Losses	Site Service	Meter #
1	Medford	SEC	Custom Collaboration	2	8.01%	90938749-001	78017242
2	Portland	SEC	Stumptown		8.01%	442158067002	78149995
3	Portland	SEC	Harris Brewing LLC		8.01%	589610689003	78983229
4	Coos Bay	SEC	Chandler Apts, LLC		8.01%	944671495001	78980152
5	Grants Pass	SEC	Club Northwest		8.01%	931694041001	69975995
6	Grants Pass	SEC	Club Northwest		8.01%	931494241001	81953904
7	Grants Pass	SEC	Club Northwest		8.01%	931294441001	69976017