

March 6, 2019

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

RE: PacifiCorp
Docket No. ER19-_____-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d (2012), Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. Part 35 (2018), and the Commission's 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 Bonneville Power Administration, ("BPA") and PacifiCorp, dated June 25, 2018, to be designated as PacifiCorp Service Agreement No. 865 under PacifiCorp's Volume No. 11 Open Access Transmission Tariff ("OATT").

1. Background and Reason for Filing

On June 25, 2018, BPA and PacifiCorp entered into the Network Service Agreement, under which PacifiCorp will provide network integration transmission service to BPA's load with delivery to BPA's customer, Surprise Valley Electrification Corporation. PacifiCorp's service under the Network Service Agreement shall be provided pursuant to Part III of PacifiCorp's OATT. PacifiCorp respectfully requests that the Commission accept the Network Service Agreement, attached hereto, for filing.

2. Effective Date and Request for Waiver

Under the terms of the Network Service Agreement, service is to commence on the later of March 29, 2019, or the date that it is permitted to become effective by the Commission. The Network Service Agreement is a "Service Agreement" within the meaning of that term as used in 18 C.F.R. § 35.3(a)(2). The Network Service Agreement is therefore being tendered for filing within thirty (30) days of the date that service under the Network Service Agreement is to commence, in accordance with the notice requirements of 18 C.F.R. § 35.3(a)(2). PacifiCorp requests that the Commission acknowledge an effective date of March 29, 2019 for the Network Service Agreement.

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

3. Designation

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

PacifiCorp requests that the Network Service Agreement be designated as PacifiCorp Service Agreement No. 865.

4. Enclosure

The following enclosure is attached hereto:

Enclosure Network Service Agreement between BPA and PacifiCorp, to be designated as PacifiCorp Service Agreement No. 865.

5. Communications

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

Andrew C. Mayer
Senior Counsel
PacifiCorp
825 N.E. Multnomah, Suite 1800
Portland, OR 97232
(503) 813-6642
Andrew.Mayer@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:

Daniel Yokota
Bonneville Power Administration
905 NE 11th Avenue
Routing: PST-6
Portland, OR 97232
dryokota@bpa.gov

Publicity Utility Commission of Oregon
550 Capitol St. NE #215
PO Box 2148
Salem, OR 97301-2551
PUC.FilingCenter@state.or.us

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

Respectfully Submitted,

/s/ Andrew C. Mayer
Andrew C. Mayer
Attorney for PacifiCorp

cc: Derrick Pleger, dlpleger@bpa.gov
Christopher Lockman, clockman@bpa.gov

RECEIVED

JUN 25 2018

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

TRANSMISSION SERVICES
PACIFICORP

- 1.0 This Service Agreement, dated as of June 25, 2018 is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Bonneville Power Administration ("Transmission Customer") for the provision of Network Integration Transmission Service to Surprise Valley Electrification Corp. This agreement will be filed with the Commission as Service Agreement No. 865.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under PacifiCorp's Open Access Transmission Tariff (the "Tariff").
- 3.0 The Transmission Provider has determined that no deposit is required from the Transmission Customer under Section 29.2 of the Tariff since this Service Agreement reflects a modification to an existing transmission service of the Transmission Customer.
- 4.0 Service under this Service Agreement shall commence on the later of (1) March 29, 2019, or (2) such other date as it is permitted to become effective by the Commission. The Transmission Customer shall provide notice to the Transmission Provider at least twelve months in advance of any termination date. Service shall continue through September 30, 2028.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this 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 is not providing under this Service Agreement transmission facilities which will be integrated with the Transmission Provider's Transmission System, and therefore is not entitled to receive a credit pursuant to Section 30.9 of the Tariff.
- 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 Cashier Office
Attn: PacifiCorp Transmission Services
825 NE Multnomah St., Suite 550
Portland, Oregon 97232

Transmission Customer:

Bonneville Power Administration, Power Services
Manager, Transfer Services
P.O. Box 3621, Routing: PST-6
Portland, OR 97208-3621
Phone: 503-230-4672

- 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: *Neil V. J.* *VP, Transmission* *6/25/18*
Name Title Date

Transmission Customer:

By: *Garrett Thompson* *VP NW REG. MKTG.* *6/19/18*
Name Title Date

Exhibit A - Designated Loads For
Network Integration Transmission Service

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

The Mile-Hi 115 kV Point of Delivery for station service in Surprise Valley Electrification Corporation service territory for the Lakeview Airport project.

- 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 Transmission Customer and terminates in the control area of the Transmission Provider's transmission system.

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

Delivering Party: Transmission Customer

- 4.0 Point(s) of Delivery: As described in section 1.0 above.

Receiving Party: Transmission Customer

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

- 6.0 Name(s) of any Intervening Systems providing transmission service: None

- 7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

- 7.1 Transmission Charges for Network Integration Transmission Service:

The charge will be equivalent to the Monthly Demand Charge, which is the product of the Network Customer's Monthly Network Load (determined pursuant to Section 34.2 of the Tariff) and the Transmission Provider's monthly transmission rate as established in Attachment H-1 of the Tariff.

7.2 Redispatch Charges for Network Integration 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) Generator Regulation and Frequency Response Service

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

e) Energy Imbalance Service

Only to the extent required pursuant to Schedule 4 of the Tariff.

f) Operating Reserve - Spinning Reserve Service

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

g) Operating Reserve - Supplemental Reserve Service

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

h) Real Power Losses

Network Service provided under this agreement shall be assessed real power losses pursuant to Section 28.5 and Schedule 10 of the Tariff.

- 7.5 Choice of Law and Forum: This Service Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law. The forum for litigation arising from this Service Agreement shall exclusively be a Federal court of the United States, or other forum available pursuant to Federal law, unless the parties agree to pursue alternative dispute resolution.
- 7.6 Assignment: Transmission Provider may transfer this Service Agreement, or its rights under this Service Agreement, with prior written approval of Transmission Customer; provided that the written approval of Transmission Customer shall not be unreasonably withheld. After 30 days written notice by Transmission Provider to Transmission Customer of such assignment, Transmission Provider may assign this Service Agreement, if consistent with federal law, to any: (i) affiliate, (ii) successor in interest, or (iii) corporation or any other business entity acquiring all or substantially all assets of PacifiCorp; provided further, that any successor to or assignee of the rights of PacifiCorp, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the Service Agreement to the same extent as Transmission Provider and provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this provision.

Exhibit B - Network Resources Available to Transmission Customer

Transmission Customer's customer, Surprise Valley Electrification Corporation, holds a power sales agreement with Bonneville Power Administration (BPA Contract No. 09PB-13110) which provides for firm system sales from the Federal Columbia River Power System (FCRPS).

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

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- 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 is not providing under this Service Agreement transmission facilities which will be integrated with the Transmission Provider's Transmission System, and therefore is not entitled to receive a credit pursuant to Section 30.9 of the Tariff.
- 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.
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 825 NE Multnomah St., Suite 550
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 Manager, Transfer Services
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 Portland, OR 97208-3621
 Phone: 503-230-4672

- 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>6/25/18</u>
Name	Title	Date

Transmission Customer:

By: <u>/s/ Garry R Thompson</u>	<u>VP NW REQ. MKTG.</u>	<u>6/19/18</u>
Name	Title	Date

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Delivering Party: Transmission Customer

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Receiving Party: Transmission Customer

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

- 6.0 Name(s) of any Intervening Systems providing transmission service: None

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a) Scheduling, System Control and Dispatch Service

Only to the extent required pursuant to Schedule 1 of the Tariff.

b) Reactive Supply and Voltage Control from Generation Sources Service

Only to the extent required pursuant to Schedule 2 of the Tariff.

c) Regulation and Frequency Response Service

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

d) Generator Regulation and Frequency Response Service

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

e) Energy Imbalance Service

Only to the extent required pursuant to Schedule 4 of the Tariff.

f) Operating Reserve - Spinning Reserve Service

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

g) Operating Reserve - Supplemental Reserve Service

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

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