

September 12, 2018

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

RE: PacifiCorp
Docket No. ER18-_____-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 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 November 13, 2017, to be designated as PacifiCorp Ninth Revised Service Agreement No. 229 under PacifiCorp's Volume No. 11 Open Access Transmission Tariff ("OATT").

1. Background and Reason for Filing

On October 10, 2014, in Docket No. ER15-75, PacifiCorp filed with the Commission PacifiCorp Eighth Revised Service Agreement No. 229 ("NITSA"). The Commission accepted the filing, via letter order dated December 8, 2014, with an effective date of October 1, 2014.² On November 13, 2017, PacifiCorp and BPA executed the Ninth Revised Service Agreement No. 229 ("Ninth Revised NITSA"). Under the service agreement, PacifiCorp provides BPA with network integration service for BPA to serve a wholesale customer, the Umpqua Indian Utility Cooperative ("UIUC"). The Ninth Revised NITSA sets out four points of delivery ("PODs") on PacifiCorp's system for BPA's UIUC loads: Gazley POD, Roseburg POD, Winchester POD, and Myrtle Creek POD.

Under Section 4.0 of the Ninth Revised NITSA, service will commence upon the earlier of (1) the date by which work contemplated by two construction service agreements³ is complete

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

² *PacifiCorp*, Letter Order, Docket No. ER15-75-000 (December 8, 2014).

³ As noted in the Ninth Revised NITSA, these construction agreements with BPA are on file with the Commission as Service Agreement numbers 877 and 878, and were filed on January 3, 2018, and January 5, 2018, respectively. The Commission accepted these agreements for filing on February 16, 2018, and February 23, 2018, respectively. *PacifiCorp*, Letter Order, Docket No. ER18-593 (February 16, 2018); *PacifiCorp*, Letter Order, Docket No. ER18-607 (February 23, 2018).

and facilities downstream of the Winchester and Myrtle Creek PODs are in place and owned by UIUC and are sufficient to serve load, or (2) such other date as is permitted to become effective by the Commission. Service to the Gazley and Roseburg PODs shall have an effective date as stated in previous versions of Service Agreement 229. Work under the above-referenced construction agreements was completed, facilities are in place, owned by UIUC and are sufficient to serve load as of August 15, 2018, thereby rendering service under the Ninth Revised NITSA suitable to commence.

PacifiCorp followed its OATT procedures to evaluate and accommodate the modifications to BPA's network service. These changes are reflected in the enclosed Ninth Revised NITSA, which includes: (i) updated Exhibit A – Designated Loads for Network Integration Transmission Service; and (ii) removal of prior Exhibit C – Network Facility Transmission Credit. Accordingly, PacifiCorp submits the Ninth Revised NITSA for filing.

2. Effective Date and Request for Waiver

The Network Service Agreement is being filed within 30 days of service commencing. Therefore, in accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp requests an effective date of August 15, 2018 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

PacifiCorp requests that the Network Service Agreement be designated as PacifiCorp Ninth Revised Service Agreement No. 229.

4. Enclosures

The following enclosures are attached hereto:

- Enclosure 1 Network Service Agreement between BPA and PacifiCorp, to be designated as PacifiCorp Ninth Revised Service Agreement No. 229.
- Enclosure 2 Redline of Ninth Revised Service Agreement No. 229, as compared to Eighth Revised Service Agreement No. 229.

5. Communications

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

Thomas C. Woodworth
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 1800
Portland, OR 97232
(503) 813-5356
Tom.Woodworth@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. Service List

Pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure, a copy of this filing is being served on the following:

Daniel Yokota
Bonneville Power Administration, Power
Services
P.O. Box 3621, Routing: PST-6
Portland, OR 97208
dryokota@bpa.gov
dlpleger@bpa.gov
clockman@bpa.gov

Public Utility Commission of Oregon
550 Capitol Street N.E. Suite 215
Salem, Oregon 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/ Thomas C. Woodworth
Thomas C. Woodworth
Attorney for PacifiCorp

CERTIFICATE OF SERVICE

I hereby certify that I have on this day caused a copy of the foregoing document to be served via first-class mail upon each of the parties listed in the enclosed Service List.

Dated at Portland, Oregon this 12th day of September, 2018.

/s/ Thomas C. Woodworth

Thomas C. Woodworth
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 1800
Portland, OR 97232
(503) 813-5356
(503) 813-7252 (facsimile)
Tom.Woodworth@PacifiCorp.com

**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 November 13, 2017, is entered into, by and between PacifiCorp, on behalf of its transmission function (“Transmission Provider”), and Bonneville Power Administration, Power Services (“Transmission Customer”) for the provision of Network Integration Transmission Service to Umpqua Indian Utility Cooperative (“UIUC”). This Service Agreement supersedes and replaces Eighth Revised Service Agreement No. 229. This agreement will be filed with the Commission as Ninth Revised Service Agreement No. 229.
- 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 to the Winchester and Myrtle Creek Points of Delivery (PODs) under this Service Agreement shall commence on the earlier of (1) the date by which work contemplated by the related construction agreements SA 877 and SA 878 are complete and facilities downstream of the Winchester and Myrtle Creek PODs are in place and owned by UIUC sufficient to serve load, or (2) such other date as is permitted to become effective by the Federal Energy Regulatory Commission. Service to the Gazley and Roseburg PODs shall have an effective date as stated in previous versions of Service Agreement 229. Service to each of the Winchester, Myrtle Creek, Gazley and Roseburg PODs shall continue through September 30, 2028.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Service Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.
- 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 N.E. Multnomah St., Suite 550
Portland, Oregon 97232

Transmission Customer:
Bonneville Power Administration, Power Services for the Umpqua Indian
Utility Cooperative (UIUC)
P.O. Box 3621, Routing: PST-6
Portland, OR 97208-3621

- 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:

PacifiCorp

By: /s/ Rick Vail VP, Transmission 11/13/17
Name Title Date

Transmission Customer:

Bonneville Power Administration, Power Services

By: /s/ Daniel Yokota Manager, Transfer Services 11/9/17
Name Title Date

Exhibit A

**Designated Loads for
Network Integration Transmission Service****1.0 Transmission Customer's Load Designated as Network Service:**

The Transmission Customer's load delivered to the Umpqua Indian Utility Cooperative (UIUC) for service to four points of delivery (PODs) on the Cow Creek Reservation near Canyonville, Oregon:

- 1) Gazley POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 12.5 kV distribution system at the Gazley Substation, serving the Cow Creek Casino, the Travel Center/Truck Stop, Water Treatment Facility and the Seven Feathers Hotel, as metered;
- 2) Roseburg POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 20.8 kV distribution system at the Roseburg Substation, serving the Umpqua Business Center served from the Roseburg substation in Roseburg, Oregon;
- 3) Winchester POD¹: Tribal Government Office Buildings served from the Winchester/ Roseburg substation; and
- 4) Myrtle Creek POD¹: Tribal housing served from the Riddle substation.

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 Resource 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 within the control area of Transmission Provider's Oregon transmission system.

3.0 Point(s) of Receipt:

Transmission Provider's various interconnections with Transmission Customer as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

¹ PacifiCorp's Facilities Studies have provided an expected construction completion date of July 1, 2019. Any change in facilities being in place, either earlier or later, may impact the service start date of these PODs.

Delivering Party: Bonneville Power Administration, Power Services.

4.0 Point(s) of Delivery:

The Points of Delivery identified in Section 1.0 above, as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

Receiving Party: PacifiCorp

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

6.0 Name(s) of any Intervening Systems: None

7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

7.1 Transmission Charges:

a) 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.

b) Distribution Service associated with the Gazley, Winchester and Myrtle Creek PODs identified in Section 1.1 above:

Distribution Substation: \$0.85 per kW/mo.

Primary Delivery: \$3.09 per kW/mo.

c) Distribution Service charges shall not apply to the Roseburg POD.

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) 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. The metered quantities for the loads defined in section 1.0 above, shall be assessed losses based on the transmission loss factors of PacifiCorp.

8.0 Investment in New Facilities / Stranded Cost True-up Calculation:

8.1 2004/2005 Investment in New Facilities: In order to meet increasing load service requirements on the Distribution System served from Gazley Substation, the Transmission Provider upgraded the Distribution System in two phases:

- a) Phase 1 completed July 2004. The final actual cost of Phase 1 is \$213,544.60.
- b) Phase 2 completed September 2006. The final actual cost of Phase 2 is \$985,885.19.
- c) Cost of New Facilities: The total actual cost of both phases is \$1,199,429.79. These upgrades are consistent with the new facilities detailed in the System Impact Study for UIUC dated November 14, 2003. Fifty percent of these upgrades are attributable to the Transmission Customer's load.

8.2 2006/2007 Investment in New Facilities: In order to meet increasing load service requirements on the Distribution System served from Gazley Substation, the Transmission Provider will increase the capability of this system. It is anticipated that the Transmission Provider will upgrade the Distribution System in two phases:

- a) Phase 1, estimated at \$49,000, is planned for completion in 2006. Phase 1 will provide for an increase to the North POD from 200 amps of service to 600 amps of service.
- b) The UIUC has now determined that Phase 2 should be constructed. Phase 2 is estimated at \$72,774, and is planned for completion in 2007. Phase 2 will provide for an increase to the South POD from 200 amps of service to 600 amps of service.
- c) Cost of New Facilities: The current estimated cost of phase 1 is \$49,000. One-hundred percent of these upgrades are attributable to the Transmission Customers load. The current estimated cost of Phase 2 is \$72,774. One-hundred percent of these upgrades are attributable to the Transmission Customers load.
- d) The Transmission Provider will provide to the Transmission Customer an accounting of actual cost when Phase 1 and Phase 2 are complete. The Transmission Customer authorizes the Transmission Provider to forward a copy of this actual cost notification directly to UIUC or its successor.

8.3 Stranded Cost True-up Calculation for the 2004/2005 Investment in New Facilities: The Transmission Customer agrees to reimburse the Transmission Provider for its stranded costs (if any) associated with facilities described in section 8.1 pursuant to the reimbursement methodology described below. Stranded costs shall be assessed to the Transmission Customer for the 2004/2005 Investment in new Facilities at such time that Distribution Services terminate under this agreement and are not renewed or provided for under a subsequent

agreement with the Transmission Provider. If such Distribution Services are renewed under a subsequent agreement, the reimbursement methodology described below will continue to be used to calculate the Stranded Cost Reimbursement Balance, if any. The Stranded Cost Reimbursement Balance shall be calculated as follows:

- a) **Base Distribution Revenues** - The monthly Base Distribution Revenue of this Service Agreement is deemed to be \$9,090, based on 2,307 kW of billing demand.
- b) **Incremental Distribution Revenues** - The actual Distribution Revenues less the Base Distribution Revenues commencing on June 1, 2004 through the date Distribution Service terminates. If the actual Distribution Revenues are less than or equal to the Base Distribution Revenues for any month, the Incremental Distribution Revenues for that month shall be zero.
- c) **Upgrade Cost Balance** - The as built value of the Transmission Provider's upgrades as described in section 8.1 multiplied by UIUC's share of 50%.
- d) **Stranded Cost Reimbursement Balance** - Equal to the Upgrade Cost Balance less the Incremental Distribution Revenues. If such amount is less than zero it shall be deemed to be zero.

8.4 **Stranded Cost True-up Calculation for the 2006/2007 Investment in New Facilities:** The Transmission Customer agrees that during the term of this Service Agreement or any replacement thereto, if the Stranded Cost Reimbursement Balance as calculated in section 8.3 ever reaches a value of zero dollars (\$0.00), any continuing Incremental Distribution Revenues shall be used to reimburse the Transmission Provider for its stranded costs (if any) associated with facilities described in section 8.2 pursuant to the reimbursement methodology described below. The Transmission Provider acknowledges that any remaining Stranded Costs Reimbursement Balance for the 2006/2007 Investment in New Facilities shall not be assessed to the Transmission Customer at such time that Distribution Services terminate under this agreement and are not renewed or provided for under a subsequent agreement with the Transmission Provider. If such Distribution Services are renewed under a subsequent agreement, the reimbursement methodology described below will continue to be used to calculate the Stranded Cost Reimbursement Balance associated with the 2006/2007 Investment in New Facilities, if any. The Stranded Cost Reimbursement Balance shall be calculated as follows:

- a) **Base Distribution Revenues** - The monthly Base Distribution Revenue of this Service Agreement shall be the same value as calculated in section 8.3(a).

- b) **Incremental Distribution Revenues** - The Incremental Distribution Revenues shall be the same value as calculated in section 8.3(b).
 - c) **Upgrade Cost Balance** - The as built value of the Transmission Provider's upgrades as described in section 8.2 multiplied by Transmission Customer's share of 100%.
 - d) **Stranded Cost Reimbursement Balance** - Equal to the Upgrade Cost Balance as calculated in section 8.4(c) less the Incremental Distribution Revenues. However, the Parties agree that Incremental Distribution Revenues shall first apply to Stranded Cost Reimbursement Balance as calculated in section 8.3(d) until such value is zero and only then shall Incremental Distribution Revenues be applicable to Stranded Cost Reimbursement Balance as calculated in section 8.4(d). If such amount is less than zero it shall be deemed to be zero.
- 8.5 Notice of Updated Stranded Cost Reimbursement Balance: For as long as a Stranded Cost Reimbursement Balance exists, the Transmission Provider shall provide to the Transmission Customer, upon the Transmission Customer's request, an updated calculation detailing the remaining stranded cost. Such detail shall also be provided after September 30 of each year until the Stranded Cost Reimbursement is zero. This calculation shall separately identify Stranded Cost Reimbursement Balance associated with (1) 2004/2005 Investment in New Facilities and (2) 2006/2007 Investment in New Facilities. The Transmission Customer authorizes the Transmission Provider to forward a copy of this calculation directly to the UIUC or its successor.
- 8.6 In the event that an agreement is reached between the Transmission Provider and the UIUC or its successor which nullifies the need for Distribution Services under this agreement, such sections of this agreement that relate to the costs and services associated with Distribution Services and stranded cost recovery shall become void.
- 8.7 There are no stranded cost provisions applicable to the Roseburg POD.
- 9.0 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.

- 10.0 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.
- 11.0 State PUC Filing: The Oregon Public Utility Commission (PUC) may require the Transmission Provider to file documents related to the asset transfer between UIUC and the Transmission Provider related to the addition of the Myrtle Creek and Winchester PODs. If the PUC filing is not approved, then the Transmission Customer and Transmission Provider will work together in good faith to address the decision of the PUC and reach agreement on an amicable effective date for transmission service to the Myrtle Creek and Winchester PODs.

Exhibit B
Page 1

Network Resources Available to Transmission Customer

The UIUC has contracted with Transmission Customer for a Power Sales Contract (#09PB-13116) through September 30, 2028.

**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 ~~September 19, 2014~~, November 13, 2017, is entered into, by and between PacifiCorp, on behalf of its transmission function (“Transmission Provider”), and Bonneville Power Administration, Power Services (“Transmission Customer”) for the provision of Network Integration Transmission Service to Umpqua Indian Utility Cooperative (“UIUC”). This Service Agreement supersedes and replaces ~~Seventh~~Eighth Revised Service Agreement No. 229. This agreement will be filed with the Commission as ~~Eighth~~Ninth Revised Service Agreement No. 229.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under ~~the~~ PacifiCorp’s Open Access Transmission Tariff (the “Tariff”).
- 3.0 The Transmission ~~Customer has provided to the Transmission~~ Provider ~~an Application deposit* in accordance with the provisions of~~ has determined that no deposit is required from the Transmission Customer under Section 29.2 of the Tariff. ~~* No deposit required, as this is~~ since this Service Agreement reflects a modification to an existing transmission service of the Transmission Customer.
- 4.0 Service to the Winchester and Myrtle Creek Points of Delivery (PODs) under this Service Agreement shall commence on the ~~later of (1) October 1, 2014,~~ earlier of (1) the date by which work contemplated by the related construction agreements SA 877 and SA 878 are complete and facilities downstream of the Winchester and Myrtle Creek PODs are in place and owned by UIUC sufficient to serve load, or (2) such other date as is permitted to become effective by the ~~Commission. Service~~ Federal Energy Regulatory Commission. Service to the Gazley and Roseburg PODs shall have an effective date as stated in previous versions of Service Agreement 229. Service to each of the Winchester, Myrtle Creek, Gazley and Roseburg PODs shall continue through September 30, 2028.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Service Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.
- 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~~ 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 ~~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~~

~~Director, Transmission Services~~ Central Cashier Office

Attn: PacifiCorp Transmission Services

825 N.E. Multnomah St., Suite ~~1600~~550

Portland, Oregon 97232

Transmission Customer:

Bonneville Power Administration, Power Services for the Umpqua Indian

Utility Cooperative (UIUC)

P.O. Box 3621, Routing: PST-6

Portland, OR 97208-3621

- 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:

PacifiCorp

By: /s/ Rick Vail VP, Transmission 9/19/14
11/13/17
Name Title Date

Transmission Customer:

Bonneville Power Administration, Power Services

By: /s/ ~~Connie Howard~~ Daniel Yokota Manager, Transfer Service 9-19-14
Service 11/9/17
Name Title Date

**Designated Loads for
Network Integration Transmission Service**

1.0 Transmission Customer's Load Designated as Network Service:

The Transmission Customer's load delivered to the Umpqua Indian Utility Cooperative (UIUC) for service to ~~two~~four points of delivery (PODs) on the Cow Creek Reservation near Canyonville, Oregon: ~~1)~~

- 1) Gazley POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 12.5 kV distribution system at the Gazley Substation, serving the Cow Creek Casino, the Travel Center/Truck Stop, Water Treatment Facility and the Seven Feathers Hotel, as metered, ~~and 2)~~.
- 2) Roseburg POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 20.8 kV distribution system at the Roseburg Substation, serving the Umpqua Business Center served from the Roseburg substation in Roseburg, Oregon;
- 3) Winchester POD¹: Tribal Government Office Buildings served from the Winchester/ Roseburg substation; and
- 4) Myrtle Creek POD¹: Tribal housing served from the Riddle substation.

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 Resource 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 within the control area of Transmission Provider's Oregon transmission system.

3.0 Point(s) of Receipt:

Transmission Provider's various interconnections with Transmission Customer as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

Delivering Party: Bonneville Power Administration, Power Services.

¹ PacifiCorp's Facilities Studies have provided an expected construction completion date of July 1, 2019. Any change in facilities being in place, either earlier or later, may impact the service start date of these PODs.

4.0 Point(s) of Delivery:

~~4.1 — Gazley POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 20.8 kV distribution system at the Gazley Substation. This POD serves the Cow Creek Casino, the Travel Center/Truck Stop, Water Treatment Facility, and the Seven Feathers Hotel loads.~~ The Points of Delivery identified in Section 1.0 above, as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

Receiving Party: PacifiCorp

~~4.2 — Roseburg POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 20.8 kV distribution system at the Roseburg Substation. This POD serves the Umpqua Business Center load.~~

~~Receiving Party: PacifiCorp~~

~~Limitations to Service: Service to the Umpqua Business Center load shall not exceed 300 KW until all work identified in the Construction Agreement referenced in Section 9.0 of this exhibit is complete.~~

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

6.0 Name(s) of any Intervening Systems: None

7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

7.1 Transmission Charges:

a) 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.

b) Distribution Service associated with the Gazley ~~POD~~, Winchester and Myrtle Creek PODs identified in Section ~~4.1.1~~ 4.1.1 above:

Distribution Substation: \$0.85 per kW/mo.

Primary Delivery: \$3.09 per kW/mo.

c) Distribution Service charges shall not apply to the Roseburg POD.

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.

~~Credits for Schedule 2 shall be applicable for the Palisades Resource to load served under this Agreement. Generator output will be measured based on actual generation. Additional generators may be eligible for Schedule 2 credits to the extent each such generator meets the following eligibility criteria in the Transmission Provider's Business Practice #63—Transmission Customer Provision of Reactive Supply and Voltage Control from Generation or Other Sources Service, once effective:~~

~~1) The generator has an exciter.~~

~~2) The generator is capable of responding automatically to voltage and/or reactive control settings and to manual directives from the Transmission Provider's Control Area operator, as described in the Tariff, when called upon to supply reactive support (generate and absorb reactive energy) to the Transmission Provider's Transmission System. Automatic response must be immediate and manual response must occur within 5 minutes of notice. Generators which fail to respond as directed will be disqualified until such time as the Control Area operator can be assured the unit can be relied upon.~~

~~3) The generator is interconnected to the Transmission Provider's Transmission System or connected to the Transmission Provider's customer-owned transmission system within PacifiCorp's Balancing Authority Area.~~

~~Any generators jointly owned by the Transmission Provider and the Transmission Customer that are subject to Schedule 2 charges and for which the Transmission Provider's costs are included in the calculation of Reactive Service rates, shall be deemed qualified.~~

~~The total Reactive Supply and Voltage Control from Generation or Other Sources Service obligation for the Transmission Customer with its eligible generation that supplies such service for its transactions shall be equal to the total amount of load served within the Balancing Authority Area and/or generation exported from the Balancing Authority Area under this Service Agreement. The billing determinants for Reactive Supply and Voltage Control from Generation or Other Sources Service shall be determined by:~~

- ~~1) For the hour of the transmission system peak each month, subtracting from the Transmission Customer's full requirement the total amount supplied by qualifying generator(s) during that hour each month; and~~
- ~~2) Charging the Transmission Customer the Schedule 2 rate multiplied by the difference, in MWs, calculated in item (1) to the extent the Transmission Customer supplied less than its full requirement during the coincident peak hour.~~

c) Regulation and Frequency Response Service:

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

d) Regulation and Frequency Response Service:

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

de) Energy Imbalance Service:

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

ef) Operating Reserve - Spinning Reserve Service

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

fg) 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. The metered quantities for

[the loads defined in section 1.0 above, shall be assessed losses based on the transmission loss factors of PacifiCorp.](#)

8.0 Investment in New Facilities / Stranded Cost True-up Calculation:

8.1 2004/2005 Investment in New Facilities: In order to meet increasing load service requirements on the Distribution System served from Gazley Substation, the Transmission Provider upgraded the Distribution System in two phases:

- a) Phase 1 completed July 2004. The final actual cost of Phase 1 is \$213,544.60.
- b) Phase 2 completed September 2006. The final actual cost of Phase 2 is \$985,885.19.
- c) Cost of New Facilities: The total actual cost of both phases is \$1,199,429.79. These upgrades are consistent with the new facilities detailed in the System Impact Study for UIUC dated November 14, 2003. Fifty percent of these upgrades are attributable to the Transmission Customer's load.

8.2 2006/2007 Investment in New Facilities: In order to meet increasing load service requirements on the Distribution System served from Gazley Substation, the Transmission Provider will increase the capability of this system. It is anticipated that the Transmission Provider will upgrade the Distribution System in two phases:

- a) Phase 1, estimated at \$49,000, is planned for completion in 2006. Phase 1 will provide for an increase to the North POD from 200 amps of service to 600 amps of service.
- b) The UIUC has now determined that Phase 2 should be constructed. Phase 2 is estimated at \$72,774, and is planned for completion in 2007. Phase 2 will provide for an increase to the South POD from 200 amps of service to 600 amps of service.
- c) Cost of New Facilities: The current estimated cost of phase 1 is \$49,000. One-hundred percent of these upgrades are attributable to the Transmission Customers load. The current estimated cost of Phase 2 is \$72,774. One-hundred percent of these upgrades are attributable to the Transmission Customers load.
- d) The Transmission Provider will provide to the Transmission Customer an accounting of actual cost when Phase 1 and Phase 2 are complete. The Transmission Customer authorizes the Transmission Provider to forward a copy of this actual cost notification directly to UIUC or its successor.

- 8.3 Stranded Cost True-up Calculation for the 2004/2005 Investment in New Facilities: The Transmission Customer agrees to reimburse the Transmission Provider for its stranded costs (if any) associated with facilities described in section 8.1 pursuant to the reimbursement methodology described below. Stranded costs shall be assessed to the Transmission Customer for the 2004/2005 Investment in new Facilities at such time that Distribution Services terminate under this agreement and are not renewed or provided for under a subsequent agreement with the Transmission Provider. If such Distribution Services are renewed under a subsequent agreement, the reimbursement methodology described below will continue to be used to calculate the Stranded Cost Reimbursement Balance, if any. The Stranded Cost Reimbursement Balance shall be calculated as follows:
- a) **Base Distribution Revenues** - The monthly Base Distribution Revenue of this Service Agreement is deemed to be \$9,090, based on 2,307 kW of billing demand.
 - b) **Incremental Distribution Revenues** - The actual Distribution Revenues less the Base Distribution Revenues commencing on June 1, 2004 through the date Distribution Service terminates. If the actual Distribution Revenues are less than or equal to the Base Distribution Revenues for any month, the Incremental Distribution Revenues for that month shall be zero.
 - c) **Upgrade Cost Balance** - The as built value of the Transmission Provider's upgrades as described in section 8.1 multiplied by UIUC's share of 50%.
 - d) **Stranded Cost Reimbursement Balance** - Equal to the Upgrade Cost Balance less the Incremental Distribution Revenues. If such amount is less than zero it shall be deemed to be zero.
- 8.4 Stranded Cost True-up Calculation for the 2006/2007 Investment in New Facilities: The Transmission Customer agrees that during the term of this Service Agreement or any replacement thereto, if the Stranded Cost Reimbursement Balance as calculated in section 8.3 ever reaches a value of zero dollars (\$0.00), any continuing Incremental Distribution Revenues shall be used to reimburse the Transmission Provider for its stranded costs (if any) associated with facilities described in section 8.2 pursuant to the reimbursement methodology described below. The Transmission Provider acknowledges that any remaining Stranded Costs Reimbursement Balance for the 2006/2007 Investment in New Facilities shall not be assessed to the Transmission Customer at such time that Distribution Services terminate under this agreement and are not renewed or provided for under a subsequent agreement with the Transmission Provider. If such Distribution Services are renewed under a subsequent agreement, the reimbursement methodology described below will continue to be used to calculate the Stranded Cost Reimbursement Balance associated with the 2006/2007 Investment in New

Facilities, if any. The Stranded Cost Reimbursement Balance shall be calculated as follows:

- a) **Base Distribution Revenues** - The monthly Base Distribution Revenue of this Service Agreement shall be the same value as calculated in section 8.3(a).
- b) **Incremental Distribution Revenues** - The Incremental Distribution Revenues shall be the same value as calculated in section 8.3(b).
- c) **Upgrade Cost Balance** - The as built value of the Transmission Provider's upgrades as described in section 8.2 multiplied by Transmission Customer's share of 100%.
- d) **Stranded Cost Reimbursement Balance** - Equal to the Upgrade Cost Balance as calculated in section 8.4(c) less the Incremental Distribution Revenues. However, the Parties agree that Incremental Distribution Revenues shall first apply to Stranded Cost Reimbursement Balance as calculated in section 8.3(d) until such value is zero and only then shall Incremental Distribution Revenues be applicable to Stranded Cost Reimbursement Balance as calculated in section 8.4(d). If such amount is less than zero it shall be deemed to be zero.

8.5 Notice of Updated Stranded Cost Reimbursement Balance: For as long as a Stranded Cost Reimbursement Balance exists, the Transmission Provider shall provide to the Transmission Customer, upon the Transmission Customer's request, an updated calculation detailing the remaining stranded cost. Such detail shall also be provided after September 30 of each year until the Stranded Cost Reimbursement is zero. This calculation shall separately identify Stranded Cost Reimbursement Balance associated with (1) 2004/2005 Investment in New Facilities and (2) 2006/2007 Investment in New Facilities. The Transmission Customer authorizes the Transmission Provider to forward a copy of this calculation directly to the UIUC or its successor.

8.6 In the event that an agreement is reached between the Transmission Provider and the UIUC or its successor which nullifies the need for Distribution Services under this agreement, such sections of this agreement that relate to the costs and services associated with Distribution Services and stranded cost recovery shall become void.

8.7 There are no stranded cost provisions applicable to the Roseburg POD.

[9.0 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.

10.0 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.

11.0 State PUC Filing: The Oregon Public Utility Commission (PUC) may require the Transmission Provider to file documents related to the asset transfer between UIUC and the Transmission Provider related to the addition of the Myrtle Creek and Winchester PODs. If the PUC filing is not approved, then the Transmission Customer and Transmission Provider will work together in good faith to address the decision of the PUC and reach agreement on an amicable effective date for transmission service to the Myrtle Creek and Winchester PODs.

Network Resources Available to Transmission Customer

The UIUC has contracted with Transmission Customer for a Power Sales Contract (#09PB-13116) through September 30, 2028.

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.~~

NOV 09 2017

TRANSMISSION SERVICES
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 November 13, 2017, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Bonneville Power Administration, Power Services ("Transmission Customer") for the provision of Network Integration Transmission Service to Umpqua Indian Utility Cooperative ("UIUC"). This Service Agreement supersedes and replaces Eighth Revised Service Agreement No. 229. This agreement will be filed with the Commission as Ninth Revised Service Agreement No. 229.
- 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 to the Winchester and Myrtle Creek Points of Delivery (PODs) under this Service Agreement shall commence on the earlier of (1) the date by which work contemplated by the related construction agreements SA ~~897~~ and SA ~~898~~ are complete and facilities downstream of the Winchester and Myrtle Creek PODs are in place and owned by UIUC sufficient to serve load, or (2) such other date as is permitted to become effective by the Federal Energy Regulatory Commission. Service to the Gazley and Roseburg PODs shall have an effective date as stated in previous versions of Service Agreement 229. Service to each of the Winchester, Myrtle Creek, Gazley and Roseburg PODs shall continue through September 30, 2028.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Service Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.
- 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 N.E. Multnomah St., Suite 550
Portland, Oregon 97232


Transmission Customer:
Bonneville Power Administration, Power Services for the Umpqua Indian
Utility Cooperative (UIUC)
P.O. Box 3621, Routing: PST-6
Portland, OR 97208-3621

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.

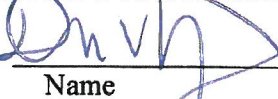
Transmission Provider:

PacifiCorp

By:  VP, Transmission 11/13/17
Name Title Date

Transmission Customer:

Bonneville Power Administration, Power Services

By:  Manager, Transfer Service 11/9/17
Name Title Date

**Designated Loads for
Network Integration Transmission Service**

1.0 Transmission Customer's Load Designated as Network Service:

The Transmission Customer's load delivered to the Umpqua Indian Utility Cooperative (UIUC) for service to four points of delivery (PODs) on the Cow Creek Reservation near Canyonville, Oregon:

- 1) Gazley POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 12.5 kV distribution system at the Gazley Substation, serving the Cow Creek Casino, the Travel Center/Truck Stop, Water Treatment Facility and the Seven Feathers Hotel, as metered;
- 2) Roseburg POD: The point of interconnection between the Transmission Provider's 69 kV transmission system and the Transmission Provider's 20.8 kV distribution system at the Roseburg Substation, serving the Umpqua Business Center served from the Roseburg substation in Roseburg, Oregon;
- 3) Winchester POD¹: Tribal Government Office Buildings served from the Winchester/ Roseburg substation; and
- 4) Myrtle Creek POD¹: Tribal housing served from the Riddle substation.

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 Resource 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 within the control area of Transmission Provider's Oregon transmission system.

3.0 Point(s) of Receipt:

Transmission Provider's various interconnections with Transmission Customer as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

Delivering Party: Bonneville Power Administration, Power Services.

¹ PacifiCorp's Facilities Studies have provided an expected construction completion date of July 1, 2019. Any change in facilities being in place, either earlier or later, may impact the service start date of these PODs.

4.0 Point(s) of Delivery:

The Points of Delivery identified in Section 1.0 above, as referenced by the BPAT-PACW path on the Transmission Provider's OASIS.

Receiving Party: PacifiCorp

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

6.0 Name(s) of any Intervening Systems: None

7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

7.1 Transmission Charges:

- a) 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.
- b) Distribution Service associated with the Gazley, Winchester and Myrtle Creek PODs identified in Section 1.1 above:
 - Distribution Substation: \$0.85 per kW/mo.
 - Primary Delivery: \$3.09 per kW/mo.
- c) Distribution Service charges shall not apply to the Roseburg POD.

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) 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.

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

h) Real Power Losses:

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- 9.0 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.

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