



## Department of Energy

Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT PROGRAM

July 13, 2020

In reply refer to: FOIA #BPA-2020-00741-F

Chad Stokes  
Cable Huston LLP  
1455 SW Broadway, Suite 1500  
Portland OR 97201  
Email: [cstokes@cablehuston.com](mailto:cstokes@cablehuston.com)

Dear Mr. Stokes,

This communication is the Bonneville Power Administration (BPA) response to your request for agency information made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your information request on April 29, 2020. Responsive publicly available agency information was transmitted to you on May 1, 2020. An acknowledgment letter was sent to you on May 4, 2020.

### **Request**

“Please provide the following executed agreement between PacifiCorp and BPA: Network Integration Transmission Service (NT)", Contract 00TX-10327.”

### **Publicly Available Information**

The Service Agreement for Network Integration Transmission Service is a template (see, Attachment F, page 167, Open Access Transmission Tariff) that can be found at these locations:

<https://www.bpa.gov/transmission/Doing%20Business/Tariff/Documents/bpa-oatt-TC-20-settlement-tariff-100119.pdf>

<https://www.bpa.gov/transmission/Doing%20Business/Tariff/Pages/default.aspx>

### **Response**

Knowledgeable Account Specialist personnel in BPA’s Transmission Sales & Marketing office performed records searches in response to your FOIA request. Responsive agency records, comprising 19 pages, accompany this communication. Those records are being released with no redactions applied.

**Fees**

There are no fees associated with the agency's response to your FOIA request.

**Certification**

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the search and records release described above. Your FOIA request BPA-2020-00741-F is now closed with the responsive agency records provided.

**Appeal**

The adequacy of the search may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals  
HG-1, L'Enfant Plaza  
U.S. Department of Energy  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to [OHA.filings@hq.doe.gov](mailto:OHA.filings@hq.doe.gov), including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

You may contact BPA's FOIA Public Liaison, Jason Taylor, at 503.230.3537, [jetaylor@bpa.gov](mailto:jetaylor@bpa.gov), or at the address on this letter header, for any further assistance and to discuss any aspect of your request. Additionally you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road-OGIS  
College Park, Maryland 20740-6001  
E-mail: [ogis@nara.gov](mailto:ogis@nara.gov)  
Phone: 202-741-5770  
Toll-free: 1-877-684-6448  
Fax: 202-741-5769

Questions about this communication may be directed to James King, CorSource Technology Group LLC, at [jjking@bpa.gov](mailto:jjking@bpa.gov) or 503.230.7621.

Sincerely,

A handwritten signature in black ink, appearing to read "Candice D. Palen". The signature is fluid and cursive, with the first name being the most prominent.

Candice D. Palen  
Freedom of Information/Privacy Act Officer

Attachments: The responsive agency records accompany this communication.

**SERVICE AGREEMENT**  
**for**  
**NETWORK INTEGRATION TRANSMISSION**  
**executed by the**  
**UNITED STATES OF AMERICA**  
**DEPARTMENT OF ENERGY**  
**acting by and through the**  
**BONNEVILLE POWER ADMINISTRATION**  
**and**  
**PACIFICORP**

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This FIRM TRANSMISSION SERVICE AGREEMENT is executed by the made and entered into this 30<sup>th</sup> day of November, 2000, by and between the Bonneville Power Administration (hereinafter referred to as "BPA") and PacifiCorp (hereinafter referred to as "the Transmission Customer"). The Transmission Customer and BPA are sometimes referred to individually as "Party" and collectively as "Parties," as the context suggests below.

**ARTICLE 1  
SCOPE OF SERVICE AGREEMENT**

**1.1 TERMS AND CONDITIONS**

BPA agrees to provide and the Transmission Customer agrees to take and pay for Network Integration (NT) Transmission Service in accordance with the provisions of this Service Agreement and the Open Access Transmission Tariff (Tariff). The Tariff in effect at the time of execution of this Service Agreement is hereby incorporated by this reference. BPA may change the terms and conditions of the Tariff upon, and only upon, a determination by the Commission that such change is just and reasonable and not unduly discriminatory or preferential. BPA and the Transmission Customer agree that transmission service provided pursuant to this Service Agreement may be provided under a Commission-approved successor tariff after September 30, 2001, if BPA supersedes the Tariff.

**1.2 STATEMENT OF SPECIFICATIONS FOR FIRM TRANSMISSION SERVICE**

The Statement of Specifications for Firm NT Transmission Service under this Service Agreement requested by the Transmission Customer and accepted by BPA is hereby incorporated as Exhibit A.

**1.3 WHOLESALE POWER AND TRANSMISSION RATE SCHEDULES**

BPA's Wholesale Power and Transmission Rates Schedules are hereby incorporated by this reference.

**1.4 FACILITIES CHARGES**

All applicable charges pursuant to the Direct Assignment Facilities Provisions for existing facilities and facilities built as a result of this Service Agreement are hereby incorporated as Exhibit B.

**1.5 ANCILLARY SERVICES**

The Ancillary Services for NT Transmission Service under this Service Agreement are hereby incorporated as Exhibit C.

**1.6 TRANSMISSION SCHEDULING PROVISIONS**

The Transmission Customer shall schedule transmission transactions in accordance with BPA's Transmission Scheduling Provisions and Procedures as posted on BPA's OASIS located at the following Internet URL address:

<http://www.nwoasis.org/OASIS/BPAT>

**ARTICLE 2  
DEFINITIONS**

Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Tariff.

**ARTICLE 3  
TERM OF THE SERVICE AGREEMENT**

Service under this Service Agreement shall commence at 1200 hours on September 30, 1999. Except as provided in Article 4.3, service under this Service Agreement shall terminate on the earlier of: (a) 2400 hours on September 30, 2020; or (b) 2400 hours on the date of termination established pursuant to the Tariff. All liabilities and obligations incurred under this Service Agreement shall be preserved until satisfied.

**ARTICLE 4  
CHARGES AND PAYMENTS**

**4.1 CHARGES FOR TRANSMISSION SERVICE**

The Transmission Customer shall pay BPA the applicable charges for services provided hereunder pursuant to the BPA Wholesale Power and Transmission Rate Schedules.

**4.2 BILLING AND PAYMENT**

Bills for all services provided under this Service Agreement shall be rendered monthly by BPA and shall be payable in accordance with the Tariff.

**4.3 COMMITMENT TO FIVE YEAR RATE**

The Transmission Customer agrees that prior to October 1, 2001, it hereby waives its rights to: (a) increase the Declared Customer-Served Load amounts beyond the level (in megawatts (MW)) listed for each month in Exhibit A, section 8, and (b) terminate service pursuant to the Tariff. BPA agrees that the Transmission Customer's transmission requirement, less the Customer-Served Load amounts, constitutes a firm commitment of transmission demand through September 30, 2001. BPA will charge the Transmission Customer for such amount of firm transmission demand at the rates established for such service in the NT-96 rate schedule, and the Transmission Customer agrees to pay such rates pursuant to and consistent with the Transmission Settlement Agreement dated April 4, 1996, as adopted in the Administrator's Record of Decision adopting the 1996 Final Rate Proposal (Document No. WP-96-A-02, part 2 of 2, Attachment 1). The Transmission Customer's right to dispute any rate increase proposed by BPA to take effect prior to October 1, 2001, shall be pursuant to the Transmission Settlement Agreement as cited above.

**4.4 BONNEVILLE APPROPRIATIONS REFINANCING ACT, PUBLIC LAW 104-134**

The Transmission Customer and BPA agree that the provisions of Section 3201(i) of Public Law 104-134 (BPA Refinancing Act) are incorporated in their entirety and hereby made a part of this Service Agreement.

**ARTICLE 5  
NOTICES**

**5.1 NOTICES RELATING TO PROVISIONS OF THE SERVICE AGREEMENT**

Any notice, request, demand, or statement which is given to or made upon either

Party by the other Party under any of the provisions of this Service Agreement, except those specified in Article 5.2 below, shall be in writing and shall be considered delivered when either personally delivered to the following or deposited in the mail postage prepaid and properly addressed to the following:

If to PacifiCorp  
PacifiCorp  
9951 S.E. Ankeny  
Portland, OR 97216-2315  
Attention: Colin Persichetti,  
Manager Contracts  
Administration  
Phone (503) 251-5283  
Fax (503) 408-3609

If to BPA  
Bonneville Power Administration  
P. O. Box 491  
Vancouver, WA 98666-0491  
Attention: Transmission Account Executive  
for: PacifiCorp  
Phone (360) 418-8293  
Fax (360) 418-8320

## **5.2 NOTICES OF AN OPERATING NATURE**

Any notice, request, or demand pertaining to matters of an operating nature, exclusive of requests for additional or modified Transmission Service under the Tariff, shall be sufficient if given in writing, by telephone, by facsimile, or orally in person to the person designated in writing by the Party as its representative for such purposes, provided that should such notice, request, or demand not be in writing, confirmation thereof shall be made in writing as soon as reasonably practicable thereafter, upon request of the Party being served. The representative for receiving notices pursuant to this Article and such representative's address shall be communicated by the Parties under separate letter within 45 days from the date of execution of this Service Agreement.

## **ARTICLE 6 MISCELLANEOUS**

### **6.1 GOVERNING LAW**

This Service Agreement shall be interpreted, construed, and enforced in accordance with Federal law.

### **6.2 AMENDMENTS**

Except as provided in Article 1.1 and Article 6.12, and unless otherwise mutually agreed in writing by the Parties, BPA may change this Service Agreement upon, and only upon, a determination by the Commission that such change is just, reasonable and not unduly discriminatory or preferential. Otherwise, this Service Agreement may be amended only upon mutual agreement of the Parties, which amendment shall be reduced to writing and executed by both Parties.

### **6.3 SEVERABILITY**

In the event any term, covenant, or condition of this Service Agreement, or any amendment hereto, or the application of such term, covenant, or condition shall be held invalid as to any Party or circumstance by the Commission or by any court having jurisdiction, all other terms, covenants, and conditions of this Service Agreement or any amendment hereto and their application shall remain in full force and effect.

**6.4 COMPUTATION OF TIME**

To compute any period of time prescribed or allowed by this Service Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday; in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. For purposes of the administration of this Service Agreement, Pacific Time shall be used.

**6.5 NO THIRD PARTY BENEFICIARIES**

This Service Agreement creates rights and obligations only between the Parties hereto. The Parties hereto do not intend to create any obligation or promise of performance to any person or entity, nor have the Parties conferred any right to enforce this Service Agreement or any remedy upon any third person or entity other than the Parties hereto, their respective successors and assigns.

**6.6 INTERCONNECTION WITH OTHER SYSTEMS**

Nothing contained in this Service Agreement shall restrict or limit either Party from establishing, altering, or terminating interconnection points with any entity not a Party to this Service Agreement or from amending or entering into such agreements.

**6.7 FACILITIES**

Any facilities designated as Direct Assignment Facilities are identified in Exhibit B.

**6.8 TRANSITION COSTS FOR TRANSFER AGREEMENTS**

Transfer Agreement(s) are referenced in Exhibit A, Names of Intervening Systems Providing Transmission Service. To the extent that the Transmission Customer receives Transmission Service over facilities of a third party, and such service is provided pursuant to a contract between BPA and the third party (Transfer Agreement), the Transmission Customer shall, upon termination of this Service Agreement, reimburse BPA for any continuing costs under the Transfer Agreement which cannot be otherwise reasonably mitigated by BPA.

**6.9 WAIVERS**

Any waiver at any time by either Party of its rights with respect to a default under this Service Agreement, or with respect to any other matter arising in connection with this Service Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter.

**6.10 ASSIGNMENT**

This Service Agreement shall not be assigned except to facilitate a merger by or purchase of the Transmission Customer.

**6.11 SERVICE AGREEMENT GOVERNS**

Article 6.11 shall be effective from the date of Execution of this Service Agreement to September 30, 2001. In the event of any irreconcilable difference between the Tariff and this Service Agreement, the language of this Service Agreement shall govern.

**6.12 REVISION OF EXHIBITS**

If any changes to Exhibits A, B, or C are necessary to reflect changes specified below, new exhibits shall be substituted for the exhibits then in effect and shall become effective as of the date specified therein. The Transmission Customer may use the dispute resolution procedures available under the Tariff to challenge such changes.

6.12.1 Subject to the rights and obligations of the Parties as set forth in the Tariff, if the Parties agree to change Exhibit A pursuant to this Service Agreement, BPA shall prepare and issue a revised Exhibit A.

6.12.2 If the Parties agree to change Exhibit B, BPA shall prepare a new Exhibit B. BPA reserves the right to revise Exhibit B annually to reflect changes consistent with the provisions of Exhibit B, section 1.

6.12.3 If the Parties agree to change Exhibit C, BPA shall prepare a new Exhibit C. BPA reserves the right to update the loss factors identified in Exhibit C, section 2, Transmission Loss Factors.

**6.13 SUCCESSORS AND ASSIGNS**

This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

**6.14 ENTIRE AGREEMENT**

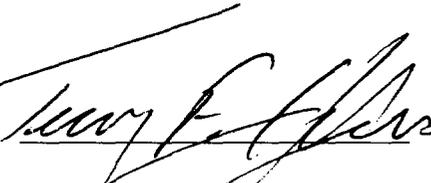
This Service Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other understandings or agreements between the Parties with respect hereto.

ARTICLE 7  
SIGNATURES

The signatories represent that they are authorized to enter into this Service Agreement on behalf of the Party for whom they sign.

PACIFICORP

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

|                      |   |                      |   |
|----------------------|---|----------------------|---|
| By                   |  | By                   |  |
| Name<br>(Print/Type) | <u>Terry F. Hudgens</u>   | Name<br>(Print/Type) | <u>Clifford C. Perigo</u>   |
| Title                | <u>Senior Vice President</u>  | Title                | <u>Senior Transmission Account Executive</u>  |
| Date                 | <u>11/30/00</u>   | Date                 | <u>10-18-00</u>   |

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**EXHIBIT A  
STATEMENT OF SPECIFICATIONS FOR  
FIRM TRANSMISSION SERVICE**

**1. TERM OF TRANSACTION**

**Start Date:** at 2400 hours on September 30, 1999.

**Termination Date:** The earlier of: (a) 2400 hours on September 30, 2020; or  
(b) 2400 hours on the termination date established pursuant to Article 3 of this Service Agreement.

**2. NETWORK RESOURCES**

**(a) Generation Owned by PacifiCorp**

| Resource             | Capacity (MW)    | Capacity Designated as Network Resource | Control Area | Scheduling Agent |
|----------------------|------------------|---|--------------|------------------|
| Condit Proj.         | 16 MW            | 16 MW                                   | PacifiCorp   | PacifiCorp       |
| Powerdale Proj.      | 7 MW             | 7 MW                                    | PacifiCorp   | PacifiCorp       |
| PacifiCorp Resources | Net Requirements | Net Requirements                        | PacifiCorp   | PacifiCorp       |

**(b) Power Purchased by PacifiCorp**

| Source (Contract No.)             | Capacity (MW) | Control Area (Delivered From) | Scheduling Agent |
|-----------------------------------|---------------|-------------------------------|------------------|
| Farmers Irrigation District Proj. | 4 MW          | PacifiCorp                    | PacifiCorp       |
|                                   |               |                               |                  |

**(c) Total Network Resources equals 2(a) + 2(b)**

**3. NETWORK LOAD**

The Application provides the Transmission Customer's initial annual load and resource information. Annual load and resource information updates shall be submitted to BPA at the address specified in Article 5.1 of this Service Agreement, by September 30 of each year, unless otherwise agreed to by the Parties.

**4. DESCRIPTION OF POINT(S) OF INTERCONNECTION**

**(a) Location: Troutdale Substation**

**Voltage:** 230 kV

**Metering (Scheduled):**

**Transmission Demand:** Net Requirements

**Delivering Party/Control Area:** PacifiCorp Control Area

**(b) Location: Alvey Substation**

**Voltage:** 500 kV

**Metering (Scheduled):**

**Transmission Demand:** Net Requirements

**Delivering Party/Control Area:** PacifiCorp Control Area

**5. DESCRIPTION OF NETWORK POINT(S) OF DELIVERY**

**(a) Location: Bald Mountain Substation**

**Voltage:** 69 kV

**Metering:** In the 69 kV circuits over which electric power and energy flows.

**Metering Loss Adjustment:** None

**Exceptions:** An adjustment shall be made to include metered generation from Condit Dam used to serve load and not declared as CSL. See Section 9.

**(b) Location: BPA's Hood River Substation**

**Voltage:** 115 kV

**Metering:** In the 115 circuits over which electric power and energy flows.

**Metering Loss Adjustment:** None

**Exceptions:** An adjustment shall be made to include metered generation from Powerdale and Farmers Irrigation District used to serve load and not declared as CSL. See Section 9.

6. **DESIGNATION OF PARTY SUBJECT TO RECIPROCAL SERVICE OBLIGATION**

PacifiCorp

7. **NAME(S) OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE**

None

8. **DECLARED CUSTOMER-SERVED LOAD** None

(a) Declared Customer-Served Load (CSL) is the monthly amount in megawatts of the Transmission Customer's Network Load that the Transmission Customer elects not to serve under this Service Agreement.

(b) Where a Transmission Customer's Network Load is served pursuant to a transmission agreement between BPA and a third party (which is not the Transmission Customer), in order for such load to qualify as a declared CSL, such transmission contract must be for Firm Transmission Service of at least one month to the Transmission Customer's system, and must include a point of delivery at the Transmission Customer's system. The amount of such load which will be treated as a declared CSL is limited to the demand amounts at the point of delivery set forth in such transmission agreement. This section 8(b) shall apply to this Service Agreement through September 30, 2001.

(c) Identify for all CSL:

9. **OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT**

The Network Load is the coincidental sum of the hourly, integrated demands for

(a) power transmitted from BPA to PacifiCorp at Bald Mountain substation,

(b) power transmitted from BPA to PacifiCorp at Hood River substation,

(c) generation at the Condit project,

(d) generation at the Powerdale project, and

(e) generation at the Farmer's Irrigation District project;

**Less the coincidental sum of the hourly, integrated demands for**

(f) power transmitted from PacifiCorp to BPA at Bald Mountain substation,

(g) power transmitted from PacifiCorp to BPA at Hood River substation,

(h) the net powerflow (out from BPA minus in from Klickitat Public Utility District) at Bingen substation, adjusted for losses to Bald Mountain, and

(i) BPA load at Woody Guthrie substation, adjusted for losses to Hood River substation.

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**EXHIBIT B  
FACILITIES CHARGES**

Facilities Charges are not required at this time for the service under this Service Agreement. None

**1. USE-OF-FACILITIES COSTS FOR WHICH TRANSMISSION CUSTOMER IS RESPONSIBLE**

**(a) Calculation of Charges Pursuant to the UFT-96 Rate Schedule**

| <u>Facility</u>                 | <u>Investment</u><br><small><sup>1/</sup></small> | <u>I&amp;A Annual Cost Ratio</u><br><small><sup>2/</sup></small> | <u>I&amp;A Annual Cost</u> | <u>O&amp;M Annual Cost</u><br><small><sup>3/</sup></small> | <u>Sum of Non-Coincidental Demands</u> | <u>\$/kW/yr</u> |
|---------------------------------|---|--|----------------------------|--|--|-----------------|
| Substation                      | \$  | %  | \$                         | \$   |  | \$              |
| Total UFT Charge =              |   |  |                            |  |  | \$0./kW/mo      |
| kW to apply UFT charge to: 0 kW |   |  |                            |  |  |                 |

**(b) Changes in Costs and Demands.** This Exhibit B may be revised annually to reflect changes in: (a) the yearly noncoincidental demands on the facility under this Service Agreement and other agreements; (b) I&A annual cost ratios; (c) O&M annual costs; and (4) investments in facilities.

**2. DIRECT ASSIGNMENT FACILITIES CHARGES**

None

**3. FORMER UFT FACILITIES.** None

<sup>1</sup> 199X computation.  
<sup>2</sup> Based on ACR table dated \_\_\_\_\_  
<sup>3</sup> Based on O&M table dated \_\_\_\_\_

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**EXHIBIT C  
ANCILLARY SERVICES**

**1. ANCILLARY SERVICES PROVIDED**

|  | <u>Provided By</u>       | <u>Contract No.</u> |
|--|--------------------------|---------------------|
| (a) <b>Scheduling and Dispatch</b>                               | BPA (TBL <sup>1/</sup> ) | 00TX-10327          |
| (b) <b>Energy Imbalance</b>                                      | Transmission<br>Customer |                     |
| (c) <b>Control Area Reserves for Resources</b>                   | Transmission<br>Customer |                     |
| (d) <b>Control Area Reserves for<br/>Interruptible Purchases</b> | Transmission<br>Customer |                     |
| (e) <b>Load Regulation</b>                                       | Transmission<br>Customer |                     |
| (f) <b>Reactive Supply and Voltage Control</b>                   | BPA (TBL <sup>1/</sup> ) | 00TX-10327          |
| (g) <b>Transmission Losses</b>                                   | BPA (PBL) <sup>2/</sup>  | 00TX-10327          |

Compensation for Transmission Losses associated with the delivery of power over the FCRTS under this Service Agreement shall be governed by the following provisions:

- (1) **Transmission Losses Associated with Federal Power** Losses associated with Federal power purchased pursuant to BPA's PF-96, NR-96 and IP-96 Wholesale Power and Transmission Rate Schedules are provided by BPA and included in the rate for such power. No additional compensation is required.

<sup>1/</sup> BPA's Transmission Business Line.

<sup>2/</sup> BPA's Power Business Line

(2) **Transmission Losses Associated with Non-Federal Power and Other Classes of Federal Power**

The Transmission Customer shall compensate BPA for losses BPA incurs when providing Transmission Service over the FCRTS for non-Federal power and other classes of Federal power (unless otherwise specified in the Transmission Customer's contract for the purchase of such power) integrated at Points of Interconnection, except those amounts of power associated with purchases specified in 1(g)(1) above. The compensation shall be determined by multiplying the amount of power delivered under this Service Agreement by the applicable Loss Factor listed below in section 2; and

- (A) adding the resulting amount to the billing factor for the Transmission Customer's purchases of Federal power; or
- (B) Transmission Customer purchasing the resulting amount from BPA pursuant to the APS-96 rate schedule (or its successor) for Transmission Losses. The options for purchasing losses (i.e. fixed price, NYMEX) shall be specified in the annual notification letter described in subsection 1(g)(4)(A) below; or
- (C) Transmission Customer returning the resulting amount to BPA from a single Control Area 168 hours after the time of delivery of power for which loss compensation is required.

(3) **Transmission Losses Associated with Delivery Facilities**

Transmission Losses associated with Delivery Facilities shall be determined annually, by Fiscal Year<sup>3</sup>, pursuant to the following procedure:

- (A) determining the ratio of power delivered over Delivery Facilities to the total power delivered to the Transmission Customer over the FCRTS; and
- (B) multiplying the resulting ratio by the total amount of power delivered to the Transmission Customer less amounts described in 1(g)(1) above; and
- (C) multiplying the result derived in step 1(g)(3)(B) by the Delivery Facility loss factor listed below in section 2; and

<sup>3</sup> Fiscal Year is defined as the twelve-month (12) period from October 1 through September 30.

- (D) Transmission Customer purchasing the resulting amount from BPA pursuant to the APS-96 rate schedule (or its successor) for Transmission Losses. The options for purchasing losses (i.e. fixed price, NYMEX) shall be specified in the annual notification letter described in subsection 1(g)(4)(A) below.

**(4) Notification**

- (A) Each Fiscal Year except the Fiscal Year during which this Service Agreement is executed, BPA shall send a letter by August 1 requesting that the Transmission Customer choose one of the methods described in section 1(g)(2). The Transmission Customer shall indicate in the letter its choice for compensating BPA for transmission losses during the following Fiscal Year, countersign the letter and return one copy to BPA by September 1 of the then current Fiscal Year. The countersigned letter shall serve as the Transmission Customer's confirmation and shall constitute a revision to section 1(g)(5) of Exhibit C.
- (B) If the Transmission Customer selects option 1(g)(2)(C) above, the Transmission Customer shall designate in the letter the single Control Area the Transmission Customer will use during the subsequent Fiscal Year.
- (C) In the event that, in any Fiscal Year, the Transmission Customer does not notify BPA by September 1 of the method it has chosen, the Transmission Customer's compensation method shall be the method used for the then current Fiscal Year.

**(5) Transmission Customer's Method of Compensation of Annual Transmission Losses during a Fiscal Year**

The Transmission Customer has elected to purchase Transmission Losses, pursuant to the APS-96 rate schedule, at a rate of 22.8 mills per kWh for the period 2400 hours September 30, 1999, through 2400 hours September 30, 2001.

## 2. TRANSMISSION LOSS FACTORS

**Network Loss Factor:** 1.9 percent of kWh delivered

**ET Loss Factor:** 1.9 percent of kWh delivered

**Delivery Facility Loss Factor:** 0.6 percent of kWh delivered

**IS Loss Factor:** 3.0 percent of kWh delivered

BPA reserves the right, after consultation with the Transmission Customer, to review the loss methodology and revise this Exhibit C as appropriate, but not more frequently than once in a 12-month period, to incorporate loss factors which represent then-current FCRTS operating conditions. BPA shall prepare a new Exhibit C incorporating any revision and the revised Exhibit shall become effective as of the date specified therein.

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**EXHIBIT A  
STATEMENT OF SPECIFICATIONS FOR  
FIRM TRANSMISSION SERVICE**

*This Revision No. 4 supersedes existing Revision No. 3 to Table 1 and: 1) deletes Middle Fork Irrigation District Hydro Project from Section 2(b) effective January 1, 2007; 2) deletes Parkdale Substation from Section 4(c) effective January 1, 2007; and 3) reformats Sections 4 and 5.*

**REVISION NO. 4, TABLE 1  
REQUEST FOR TRANSMISSION SERVICES**  
The OASIS Assignment Reference Number (ARef) is: 393997.

**1. TERM OF TRANSACTION**

Start Date: at 2400 hours on October 1, 2001.  
Termination Date: at the earlier of: (a) 2400 hours on September 30, 2020; or  
(b) 2400 hours on the termination date established pursuant to Article 3 of the Service Agreement.

**2. NETWORK RESOURCES**

**(a) Generation Owned by PacifiCorp**

| <b>Resource</b>      | <b>Capacity (MW)</b> | <b>Capacity Designated as Network Resource</b> | <b>Control Area</b> | <b>Scheduling Agent</b> |
|----------------------|----------------------|--|---------------------|-------------------------|
| Condit Project       | 16 MW                | 16 MW  | PacifiCorp          | PacifiCorp              |
| Powerdale Project    | 7 MW                 | 7 MW   | PacifiCorp          | PacifiCorp              |
| PacifiCorp Resources | Net Requirements     | Net Requirements                               | PacifiCorp          | PacifiCorp              |

**(b) Power Purchased by PacifiCorp**

| <b>Source (Contract No.)</b>        | <b>Capacity (MW)</b> | <b>Control Area (Delivered From)</b> | <b>Scheduling Agent</b> |
|-------------------------------------|----------------------|--------------------------------------|-------------------------|
| Farmers Irrigation District Project | 4 MW                 | PacifiCorp                           | PacifiCorp              |

**(c) Total Network Resources equals 2(a) + 2(b)**

**3. NETWORK LOAD**

The Application provides the Transmission Customer's initial annual load and resource information. Annual load and resource information updates shall be submitted to Transmission Provider at the address specified in Article 5.1 of this Service Agreement, by September 30 of each year, unless otherwise agreed to by the Parties.

**4. DESCRIPTION OF POINT(S) OF RECEIPT**

**(a) PacifiCorp NT POR's**

**(1) Troutdale Substation**

**Location:** the points in the Government's Substation where the 230 kV facilities of the Government and PacifiCorp, and the Government and Portland General Electric are connected;

**Voltage:** 230 kV;

**Metering:** Scheduled Quantity

**Transmission Demand:** Net Requirements;

**Delivering Party/Control Area:** PacifiCorp Control Area.

**(2) Alvey Substation**

**Location:** the points in the Transmission Provider's Alvey Substation where the 500 kV facilities of the Government and PacifiCorp are connected;

**Voltage.** 500 kV;

**Metering** Scheduled Quantity;

**Transmission Demand:** Net Requirements;

**Delivering Party/Control Area:** PacifiCorp Control Area.

**5. DESCRIPTION OF NETWORK POINT(S) OF DELIVERY**

**(a) DESCRIPTION OF NT POD's**

**(1) Bald Mountain Substation**

**Location:** the point in the Bald Mountain Substation where the 69 kV facilities of the Government and PacifiCorp connect;

**Voltage:** 69 kV;

**Metering:** in the 69 kV circuits over which electric power and energy flows;

**Metering Loss Adjustment:** None;

**Exceptions:** an adjustment shall be made to include metered generation from Condit Dam used to serve load and not declared as CSL. See Section 9(b), below.

(2) **Hood River Substation**

**Location:** the point in the Government's Hood River Substation where the 115 kV facilities of PacifiCorp and the Government are connected;

**Voltage:** 115 kV;

**Metering:** in the 115 kV circuits over which electric power and energy flows;

**Metering Loss Adjustment:** None;

**Exceptions:** an adjustment shall be made to include metered generation from Powerdale and Farmers Irrigation District used to serve load and not declared as CSL. See Section 9, below.

**6. DESIGNATION OF PARTY SUBJECT TO RECIPROCAL SERVICE OBLIGATION**

PacifiCorp.

**7. NAME(S) OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE**

None.

**8. DECLARED CUSTOMER-SERVED LOAD**

None.

**9. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT**

In any hour in which Transmission Customer's Hood River Resources are in excess of its Hood River Network Load, the excess shall be the transmission schedule under Table 4 to Point to Point Agreement No. 04TX-11722 from the Hood River Substation 115 kV Point of Receipt to the Alvey Substation 115 kV Point of Delivery. The Hood River Resources are the actual generation from the Condit, Powerdale and Farmers Irrigation District Projects.

The Network Load under this Agreement is the coincidental sum of the hourly, integrated demands for:

- (a) power transmitted from Transmission Provider to PacifiCorp at Bald Mountain Substation;

- (b) power transmitted from Transmission Provider to PacifiCorp at Hood River Substation;
- (c) generation at the Condit project connected to PacifiCorp's Hood River system;
- (d) generation at the Powerdale project connected to PacifiCorp's Hood River system;
- (e) generation at the Farmer's Irrigation District project connected to PacifiCorp's Hood River system; and

**Less the coincidental sum of the hourly, integrated demands for:**

- (f) power transmitted from PacifiCorp to Transmission Provider at Bald Mountain Substation;
- (g) power transmitted from PacifiCorp to Transmission Provider at Hood River Substation;
- (h) the net powerflow (out from Transmission Provider, adjusted for losses to Bald Mountain, minus in from Klickitat Public Utility District) at Bingen Substation; and
- (i) Transmission Provider load at Willard Johnson substation, adjusted for losses to Hood River Substation.

**9. SIGNATURES**

The signatories represent that they are authorized to enter into this Exhibit on behalf of the Party for whom they sign.

PACIFICORP

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By: /S/ COLIN PERSICHETTI

By: /S/ RICHARD A GILLMAN

Name: Colin Persichetti  
(Print/Type)

Name: Richard A. Gillman  
(Print/Type)

Title: Director, Marketing and  
Trading Contracts

Title: Senior Transmission Account Executive

Date: 27 Feb 2007

Date: 2/22/07

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