Portland, OR 97232



August 1, 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 Navajo Tribal Utility Authority, ("Navajo Tribal") and PacifiCorp, dated July 18, 2018, to be designated as PacifiCorp Service Agreement No. 894 under PacifiCorp's Volume No. 11 Open Access Transmission Tariff ("OATT").

## 1. Background and Reason for Filing

On July 18, 2018, Navajo Tribal and PacifiCorp entered into a Network Service Agreement. Under the provision of the Network Service Agreement, PacifiCorp provides network integration transmission service to Navajo Tribal to serve its customers' loads. Service under the Network Service Agreement is provided pursuant to Part III of PacifiCorp's OATT. Accordingly, PacifiCorp respectfully requests that the Commission accept the Network Service Agreement, attached hereto, 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 1, 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.

<sup>1</sup> Electronic Tariff Filings, Order No. 714, 124 FERC ¶ 61,270 (2008).

## 3. Designation

PacifiCorp requests that the Network Service Agreement be designated as PacifiCorp Service Agreement No. 894.

#### 4. Enclosure

The following enclosure is attached hereto:

Enclosure Network Service Agreement between Navajo Tribal and PacifiCorp, to be

designated as PacifiCorp Service Agreement No. 894.

#### 5. Communications

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

Thomas C. Woodworth Rick Vail

Assistant General Counsel Vice President, Transmission

PacifiCorp PacifiCorp

825 N.E. Multnomah, Suite 1800 825 N.E. Multnomah St., Suite 1600

Portland, OR 97232 Portland, OR 97232 (503) 813-5356 (503) 813-6938

Tom.Woodworth@PacifiCorp.com 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:

Venigalla Srinivasa Navajo Tribal Utility Authority HWY 12, PO Box 170 Fort Defiance, AZ 86504 SrinivasaV@ntua.com Utah Public Service Commission Heber M. Wells Building 160 East 300 South Salt Lake City, UT 84114 psc@utah.gov

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 1st day of August, 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

# Form of Service Agreement For Network Integration Transmission Service

- 1.0 This Service Agreement, dated as of July 18, 2018, is entered into, by and between PacifiCorp ("Transmission Provider"), and the Navajo Tribal Utility Authority ("Transmission Customer") for the provision of Network Integration Transmission Service. This agreement will be filed with the Commission as Service Agreement No. 894.
- 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 Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) August 1, 2018, or (2) such other date as it is permitted to become effective by the Commission. The Transmission Customer shall provide notice to the Transmission Provider at least twelve months in advance of any termination date. Service shall continue through December 31, 2057.
- 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 or such other designated Network Resources as the Transmission Customer may later designate in accordance with the Tariff.
- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.

PacifiCorp S.A. No. 894 v. 0.0.0

7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.

- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.4 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

#### Transmission Provider:

US Mail Deliveries: PacifiCorp Transmission Services

Attn: Central Cashiers Office

PO Box 2757

Portland, OR 97208-2757

Other Deliveries: Central Cashiers Office

Attn: PacifiCorp Transmission Services

825 NE Multnomah Street, Suite 550

Portland, OR 97232

Phone Number: 503-813-6774

PacifiCorp S.A. No. 894 v. 0.0.0

## Transmission Customer:

Navajo Tribal Utility Authority North HWY 12, P.O. Box 170 Fort Defiance, Arizona 86504 Tel: (928)729-6201

10.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

# Transmission Provider:

By:	Rick Vail	VP Transmission 7/1	
_	Name	Title	Date

# Transmission Customer:

By:_	Walter W.	Haase, P.E.	General Manager	07/09/18	
	Name		Title	Date	

Exhibit A

# <u>Designated Loads For</u> Network Integration Transmission Service

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

Network Load	Transmission Voltage	Meter No.
Aneth (San Juan)	69 kV	38650489
Bluff 3-Phase	12.47 kV	35937590
Bluff Single Phase	7,200 kV	35826460
Havasu circuit 21	12.47 kV	35798307
Two Havasu-Single Phase	7,200 kV	35926459 & 35826465

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates:

Generation from Network Resources identified in Exhibit B to this Service Agreement required to meet the load obligations of the Transmission Customer's designated loads described in Section 1.0 of this Exhibit A.

Transactions originate and terminate in PacifiCorp's eastern control area.

3.0 Point(s) of Receipt: Four Corners, represented by FOURCORNE345 on Transmission Provider's OASIS

Delivering Party: Transmission Customer

4.0 Point(s) of Delivery: Pinto, represented by PINTO on Transmission Provider's OASIS

Receiving Party: Transmission Customer

- 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.
  - 7.1 Transmission Charges for Network Integration Transmission Service:

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

7.2 Redispatch Charges for Network Integration 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.

PacifiCorp

S.A. No. 894
v. 0.0.0

- 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) <u>Generator Regulation and Frequency Response</u> 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.

### 8.0 Optional Waiver of Jury Trial:

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

#### 9.0 Successors and Assigns

Transmission Provider may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Transmission Provider is a party. Affiliate includes any entity in which Berkshire Hathaway Inc. owns more than a 5% interest, over which Berkshire Hathaway Energy exercises management control, or which is listed on an exhibit to this Agreement. Transmission Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of Transmission Provider, and any attempted transfer in violation of this restriction shall be void.

v. 0.0.0

PacifiCorp S.A. No. 894 v. 0.0.0

Exhibit B

# Network Resources Available to Transmission Customer

The available Network Resource is a firm contract with Western Area Power Administration (Contract No. 87-SLC-0013)

Effective On: August 1, 2018

PacifiCorp S.A. No. 894 v. 0.0.0

Exhibit C

# Network Facility Transmission Credit

There are no facilities providing a Network Facility Transmission Credit.



# Form of Service Agreement For Network Integration Transmission Service

- 1.0 This Service Agreement, dated as of July 18, 2018, is entered into, by and between PacifiCorp ("Transmission Provider"), and the Navajo Tribal Utility Authority ("Transmission Customer") for the provision of Network Integration Transmission Service. This agreement will be filed with the Commission as Service Agreement No. 894.
- 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 Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) August 1, 2018, or (2) such other date as it is permitted to become effective by the Commission. The Transmission Customer shall provide notice to the Transmission Provider at least twelve months in advance of any termination date. Service shall continue through December 31, 2057.
- 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 or such other designated Network Resources as the Transmission Customer may later designate in accordance with the Tariff.
- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.



- 7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.
- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.4 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

#### Transmission Provider:

US Mail Deliveries: PacifiCorp Transmission Services

Attn: Central Cashiers Office

PO Box 2757

Portland, OR 97208-2757

Other Deliveries: Central Cashiers Office

Attn: PacifiCorp Transmission Services

825 NE Multnomah Street, Suite 550

Portland, OR 97232

Phone Number: 503-813-6774



# Transmission Customer:

Navajo Tribal Utility Authority North HWY 12, P.O. Box 170 Fort Defiance, Arizona 86504 Tel: (928)729-6201

10.0 The Tariff is incorporated herein and made a part hereof.

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# Transmission Provider:

Ву:	Ril VII	UP, Transmissin	7/18/18	
-	Name	Title	Date	

Transmission Customer:

By: Malter W. Haase, P.E. Title Date



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

Network Load	Transmission Voltage	Meter No.
Aneth (San Juan)	69 kV	38650489
Bluff 3-Phase	12.47 kV	35937590
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Havasu circuit 21	12.47 kV	35798307
Two Havasu-Single Phase	7,200 kV	35926459 & 35826465

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates:

Generation from Network Resources identified in Exhibit B to this Service Agreement required to meet the load obligations of the Transmission Customer's designated loads described in Section 1.0 of this Exhibit A.

Transactions originate and terminate in PacifiCorp's eastern control area.

3.0 Point(s) of Receipt: Four Corners, represented by FOURCORNE345 on Transmission Provider's OASIS



Delivering Party: Transmission Customer

4.0 Point(s) of Delivery: Pinto, represented by PINTO on Transmission Provider's OASIS

Receiving Party: Transmission Customer

- 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.
  - 7.1 Transmission Charges for Network Integration Transmission Service:

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

7.2 Redispatch Charges for Network Integration 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: No

#### 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) <u>Generator Regulation and Frequency Response</u> 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.

- Operating Reserve Spinning Reserve Service

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

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Exhibit C

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