

March 13, 2019

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

RE: PacifiCorp  
Docket No. ER19-\_\_\_\_\_-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d (2012), Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. Part 35 (2018), and the Commission's Order No. 714<sup>1</sup> 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 Tri-State Generation and Transmission Association, Incorporated ("Tri-State") and PacifiCorp, dated March 1, 2019, to be designated as Ninth Revised Service Agreement No. 628 under PacifiCorp's Volume No. 11 Open Access Transmission Tariff ("OATT").

## **1. Background and Reason for Filing**

On April 24, 2017, in Docket No. ER17-1466, PacifiCorp filed with the Commission the Eighth Revised Service Agreement No. 628, a Network Service Agreement which provides for network integration transmission service pursuant to Part III of PacifiCorp's OATT. The Commission accepted the filing, via letter order dated June 14, 2017, with an effective date of April 1, 2017.

On March 1, 2019, PacifiCorp and Tri-State executed the Ninth Revised Service Agreement No. 628. The parties mutually agreed to modifications to the Network Service Agreement. PacifiCorp followed its OATT procedures to evaluate and accommodate the modifications to Tri-State's network service. These modifications are reflected in the enclosed Network Service Agreement and include changes to the following exhibits: (i) Exhibit B – Network Resources Available to Transmission Customer and (ii) Exhibit D – Schedule of Meters Located within PacifiCorp's Control Area for Designated Network Loads for Network Integration Transmission Service. Accordingly, PacifiCorp respectfully requests that the Commission accept the Network Service Agreement, attached hereto, for filing.

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

## **2. Effective Date and Request for Waiver**

The Network Service Agreement is being filed within 30 days of the service commencement date (i.e., March 1, 2019). Therefore, in accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp respectfully requests an effective date of March 1, 2019 for the Network Service Agreement.

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

## **3. Designation**

PacifiCorp requests that the Network Service Agreement be designated as PacifiCorp Ninth Revised Service Agreement No. 628.

## **4. Enclosures**

The following enclosures are attached hereto:

- |             |  |
|-------------|--|
| Enclosure 1 | Service Agreement for Network Integration Transmission Service between PacifiCorp and Tri-State, designated as Ninth Revised Service Agreement No. 628 |
| Enclosure 2 | Redline of Ninth Revised Service Agreement No. 628, as compared to Eighth Revised Service Agreement No. 628  |

## **5. Communications**

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

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

Rick Vail  
Vice President, Transmission  
PacifiCorp  
825 N.E. Multnomah St., Suite 1600  
Portland, OR 97232  
(503) 813-6938  
[Richard.Vail@PacifiCorp.com](mailto:Richard.Vail@PacifiCorp.com)

**6. Notice**

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

Duane Helderlein  
Tri-State Generation and Transmission  
3761 Eureka Way  
Frederick, CO 80516-9446  
[dhelderlein@tristategt.org](mailto:dhelderlein@tristategt.org)

Wyoming Public Service Commission  
Hansen Building  
2515 Warren Avenue Suite 300  
Cheyenne, Wyoming 82002  
[shannon.plessel@wyo.gov](mailto:shannon.plessel@wyo.gov)

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Utah Public Service Commission  
Heber M. Wells Building  
160 East 300 South  
Salt Lake City, UT 84114  
[psc@utah.gov](mailto:psc@utah.gov)

**7. Conclusion**

For the reasons described herein, PacifiCorp respectfully requests that the Commission accept Ninth Revised Service Agreement No. 628 with an effective date of March 1, 2019.

Respectfully Submitted,

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

PacifiCorp  
FERC Electric Tariff  
Volume No. 11  
Ninth Revised Service Agreement No. 628

TS-13-0231

**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 March 1, 2019, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Tri-State Generation and Transmission Association, Inc. ("Transmission Customer") for the provision of Network Integration Transmission Service. On the effective date, this agreement supersedes and replaces Eighth Revised Service Agreement No. 628, dated April 20, 2017. This agreement will be filed with the Commission as Ninth Revised Service Agreement No. 628.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) March 1, 2019, or (2) such other date as it is permitted to become effective by the Commission. Service shall continue through June 30, 2021.
- 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 D to this Service Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.

- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.
- 7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.
- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.4 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

PacifiCorp  
Director, Transmission Services  
825 N.E. Multnomah St., Suite 1600  
Portland, Oregon 97232

Transmission Customer:

Tri-State Generation and Transmission Association  
Attention: Senior Vice President, Energy Management  
1100 W. 116th Avenue  
Westminster, Colorado 80234  
Facsimile: (303) 254-6007  
Telephone: (303) 452-6111

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

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

Transmission Provider:

By: **Rick Vail** Digitally signed by Rick Vail  
Date: 2019.03.01 08:23:18 -08'00' **VP, Transmission** **3/1/2019**  
Name Title Date

Transmission Customer:

By: **Kenneth B** **Acting CEO** **2/28/2019**  
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 identified in Exhibit D delivered to Transmission Provider's Wyoming North, Wyoming East, Wyoming Central and Utah Transmission System.

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 Exhibit D.

Transaction originates in the Control Area of the Western Area Power Administration transmission system and terminates within the Control Area of Transmission Provider's Wyoming and Utah transmission systems.

3.0 Point(s) of Receipt: Exhibit B which is attached hereto and made a part of this Service Agreement lists the point(s) of receipt.

Delivering Party: Transmission Customer.

4.0 Point(s) of Delivery: As described in Exhibit D which is attached hereto and made a part of this Service Agreement.

Receiving Party: Transmission Provider

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 Charge:

- 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<sup>1</sup>.

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<sup>1</sup> (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 including losses, 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.

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<sup>1</sup>Due to its remote location, the John Brown Mesa meter (see Exhibit D Table 1.4) is physically and electronically inaccessible several months out of the year, and actual meter data may not be obtained on a monthly basis. However, each month when the meter is accessible, and at a minimum of two times per calendar year, PacifiCorp will obtain the actual data from the John Brown Mesa meter. Actual meter data will be compared to estimated data and billing will be adjusted to reflect any over- or under-payments.



b) Reactive Supply and Voltage Control from  
Generation Sources Service:

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

c) Regulation and Frequency Response Service:

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

d) Energy Imbalance Service:

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

e) Operating Reserve - Spinning Reserve Service:

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

f) Operating Reserve - Supplemental Reserve Service:

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

g) 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.

7.5 Optional Waiver of Jury Trial:

  X   (Transmission Customer to check only if  
applicable). TO THE FULLEST EXTENT PERMITTED BY LAW,  
EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY  
HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION  
DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN  
CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER

WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

#### 8.0 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 over which Berkshire Hathaway Energy exercises management control. Transmission Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of Transmission Provider, and any attempted transfer in violation of this restriction shall be void.

**Exhibit B**  
**Network Resources Available to Transmission Customer**

<b>Resource</b>	<b>Designated Capacity (MW)</b>	<b>POR</b>	<b>POD</b>
Laramie River Station Unit 2	20	Dave Johnston 230kV, as represented by DJ on Transmission Provider's OASIS.	Various Wyoming area loads, as further defined in Exhibit D, and as represented by WYOEST, WYOCENTRAL, WYONORTH on Transmission Provider's OASIS.
Laramie River Station Unit 3	21		
Springerville Unit 3	2	Four Corners, represented by FOURCORNE345 on Transmission Provider's OASIS	Latigo Wind Farm station service and John Brown Mesa load, served out of the Pinto substation.

**Exhibit C**  
**Network Facility Transmission Credit**  
**And**  
**Network Upgrade Credit**

Network Facility Transmission Credit: The Transmission Customer has not provided any transmission facilities which are integrated with the Transmission Provider's Transmission System and eligible for credits under Section 30.9 of the Tariff.

Network Upgrade Credit: Pursuant to the terms of the Transmission Interconnection Agreement for Point of Delivery at Foote Creek (Arlington) Section 3.1(c)(iv) (PacifiCorp Service Agreement No. 627) dated October 26, 2009, the Transmission Customer currently receives credits for transmission service purchased under Transmission Provider's OATT.

## Exhibit D<sup>2</sup>

### Schedule of Meters Located within PacifiCorp's Control Area for Designated Network Loads For Network Integration Transmission Service

#### 1.0 Transmission Customer's Load Designated as Network Service:

1.1 The Transmission Customer's load identified below delivered to Transmission Provider's Wyoming North Transmission System:

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>1</sup>	Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV	Adjustment for Metering (Low Side / Off Site)
1	Frannie #1 (Big Horn REC Frannie Substation southeast of Town of Frannie (PACE facility point 05257097.0-069902)	Big Horn REC	Frannie	WAPA Meter FRA 9163H21	WAPA meter	34.5	34.5	FRANNIE	67144	34.5	2.00% / 0.00%
2	Wymont (Frannie Substation)	Big Horn REC	Frannie	Primary 77672 Backup 77673	PacifiCorp meter	34.5	34.5	FRANNIE	67144	34.5	0.00% / 0.00%
3	Frannie with continued delivery on PACE's 34.5 kV distribution system to the 34.5 kV/2.4 kV transformer to the town of Deaver, Wyoming	Big Horn REC	Frannie		PacifiCorp meter	230	2.4	FRANNIE	67144	34.5	0.00%
4	Seminole Lake	High Plains Power	34.5-7.2 kV HPP tap (pole mounted) off Platte Sub (PACE) 34.5 kV Line about 3.25 mi S/SE of Seminole Lake dam	150720	Meters 6.9 kV pipeline load on Seminole Lake hydro line Read via satellite data sent to TRISTATE	7.2	7.2	THERPACE	73176	115	2.00% / 0.00%

<sup>2</sup> This Exhibit D will be revised periodically. In the interim, as a meter is placed in or taken out of service, such meter change shall be recognized and reflected appropriately in scheduling, accounting, and billing until such meter change is incorporated in a revised Exhibit D.

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>1</sup>	Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV	Adjustment for Metering (Low Side / Off Site)
5	No. Worland (PACE facility point 05248092.5-250170)	High Plains Power	34.5 kV HPP tap sub off Hill Top Sub (PACE) 34.5 kV Line to Lovell	WAPA meter NWR922 1H21 PaciCorp meter at Lovell M19064 0	WAPA meter	34.5	34.5	HILLTOP	67183	34.5	2.00% / 0.00%
6	So. Worland (PACE facility point 05246093.0-017000)	High Plains Power	34.5 kV HPP tap sub off 34.5 kV Line from Hill Top Sub (PACE) past South Flat Sub (PACE) on its 34.5 kV Line to Thermopolis	WAPA meter SWR922 1H21	WAPA meter; Read by PACE	34.5	34.5	HILLTOP	67183	34.5	2.00% / 0.00%
		High Plains Power	So. Worland Deduct - USBR Hannover 1 Pump Station - Served off HPP's 12.5 kV feeder from South Worland (About 4.5 mi S/SW of sub)	HP16801 D21 data is provided to PACE via WAPA account	Deduction required for USBR Pumping Stations (Hannover 1, Hannover 3 & Bluff 2)	34.5	12.5	HILLTOP	67183	34.5	2.00% / 6.50%
		High Plains Power	So. Worland Deduct - USBR Hannover 3 Pump Station - Served off HPP's 12.5 kV feeder from South Worland (About 4.5 mi S/SW of sub)	WAPA meter HP36801 D21 data is provided to PACE via WAPA account	Deduction required for USBR Pumping Stations (Hannover 1, Hannover 3 & Bluff 2)	34.5	12.5	HILLTOP	67183	34.5	2.00% / 6.50%
		High Plains Power	So. Worland Deduct - USBR Bluff 2 Pump Station - Served off HPP's 12.5 kV feeder from South Worland (About 4.8 mi SW of sub)	WAPA meter BFT2700 1D21 data is provided to PACE via WAPA account	Deduction required for USBR Pumping Stations (Hannover 1, Hannover 3 & Bluff 2)	34.5	12.5	HILLTOP	67183	34.5	2.00% / 6.50%

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>1</sup>	Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV	Adjustment for Metering (Low Side / Off Site)
7	Boysen Peak (PACE facility point 08106006.0-319701)	High Plains Power	12.0 Delta HPP tap (underground ) off Thermopolis Sub (PACE) 34.5 kV Line; Meters telecomm site on Boysen Peak, about 1 mi NW of Boysen dam			12.5 Delta	12.5 Delta	THERPA CE	73028	34.5	0.00% / 0.00%

1.2 The Transmission Customer's load identified below delivered to Transmission Provider's Wyoming East Transmission System:

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
8	Difficulty	High Plains Power	Difficulty	Tri-State Meter DY-9223R21		230	230	DIFICULT	65460	230
9	Arlington	Carbon Power and Light	Footo Creek	Primary 77377 Backup 77379		230	230	ARLNGTN	69152	230
10	Footo Creek Phase 2 Back-Feed (SS)	Carbon Power and Light	Footo Creek	77466		34.5	34.5	FT CRK1	65585	34.5
11	Footo Creek Phase 3 Back-Feed (SS)	Carbon Power and Light	Footo Creek	77470		34.5	34.5	FT CRK1	65585	34.5
12	Footo Creek Phase 4 Back-Feed (SS)	Carbon Power and Light	Footo Creek	77570		34.5	34.5	FT CRK1	65585	34.5

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
13	Foot Creek Phase 6 Back-Feed (SS)	Carbon Power and Light	Foot Creek	77519 Rock River 1		34.5	34.5	FT CRK2	65585	34.5
14	McFadden SS	Carbon Power and Light	High Plains/McFadden Ridge (PAC Energy)	M77225		230	230	HIPLANE	69070	230
15	High Plains SS	Carbon Light and Power	High Plains/McFadden Ridge (PAC Energy)	M77225		34.5	34.5	HIPLANE	69070	230
16	Monolith115kV Substation via Gem City 115kV <sup>4</sup>	Carbon Light and Power	Monolith	Tri-State Meter MONOLITH		115kV	34.5kV	MONOLTH	72910	115kV

4 Ancillary Services provided by WAPA or by Tri-State, and therefore Section 7.4 of Exhibit A of this Service Agreement does not apply.

**1.3 The Transmission Customer's load identified below delivered to Transmission Provider's Wyoming Central Transmission System:**

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
17	Platte –Miracle mile	Carbon Power and Light	Trowbridge	M77459B		115	34.5	TROWBRDG	66245	115



1.4 The Transmission Customer's load identified below delivered to Transmission Provider's Utah System:

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
18	Latigo	Empire Electric	Pinto	Primary 79053 Backup 79054	Channel ID, 1 MWH to Empire  Channel ID 2 MVARH to Empire	138 kV at coupling point with Empire	138 kV	Latigo Wind	69707	0.7
19	John Brown Mesa	San Miguel Power Association	John Brown Mesa Tap <sup>3</sup>	2212519	N/A	25 kV	25 kV			

<sup>3</sup> Delivery to Pinto 345kV substation, with continued service across a 345/138kV transformer and the 138/69kV transformer, with delivery to PacifiCorp's Rattlesnake 25kV substation via Pinto 69kV to Hatch to Moab to Rattlesnake Tap, to John Brown Mesa Tap.

**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 ~~April 20, 2017~~March 1, 2019, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Tri-State Generation and Transmission Association, Inc. ("Transmission Customer") for the provision of Network Integration Transmission Service. On the effective date, this agreement supersedes and replaces ~~Seventh-Eighth~~ Revised Service Agreement No. 628, dated ~~January 13, 2016~~April 20, 2017. This agreement will be filed with the Commission as ~~Eighth-Ninth~~ Revised Service Agreement No. 628.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) ~~April-March~~ 1, 2017-2019 or (2) such other date as it is permitted to become effective by the Commission. Service shall continue through June 30, 2021.
- 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 D to this Service Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.

- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.
- 7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.
- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.4 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

PacifiCorp  
Director, Transmission Services  
825 N.E. Multnomah St., Suite 1600  
Portland, Oregon 97232

Transmission Customer:

Tri-State Generation and Transmission Association  
Attention: Senior Vice President, Energy Management

~~Street Address:~~ 1100 W. 116th Avenue  
Westminster, Colorado 80234

~~P.O. Address:~~ ~~P.O. Box 33695~~  
~~Denver, Colorado 80233-0695~~

~~Commercial Courier/Overnight Service:~~  
~~3761 Eureka Way~~  
~~Frederick, Colorado 80516~~

Facsimile: (303) 254-~~6031~~6007  
Telephone: (303) 452-6111

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

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

Transmission Provider:

By: /s/Rick Vail VP, Transmission 4/20/173/1/2019

\_\_\_\_\_  
Name Title Date

Transmission Customer:

By: /s/ Kenneth V. Reif Acting CEO 2/28/2019  
/s/Michael S. McInnes Chief Executive Officer  
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 identified in Exhibit D delivered to Transmission Provider's Wyoming North, Wyoming East, Wyoming Central and Utah Transmission System.

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 Exhibit D.

Transaction originates in the Control Area of the Western Area Power Administration transmission system and terminates within the Control Area of Transmission Provider's Wyoming and Utah transmission systems.

3.0 Point(s) of Receipt: Exhibit B which is attached hereto and made a part of this Service Agreement lists the point(s) of receipt.

Delivering Party: Transmission Customer.

4.0 Point(s) of Delivery: As described in Exhibit D which is attached hereto and made a part of this Service Agreement.

Receiving Party: Transmission Provider

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 Charge:

- 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<sup>1</sup>.

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<sup>1</sup> (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 including losses, 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

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<sup>1</sup> Due to its remote location, the John Brown Mesa meter (see Exhibit D Table 1.4) is physically and electronically inaccessible several months out of the year, and actual meter data may not be obtained on a monthly basis. However, each month when the meter is accessible, and at a minimum of two times per calendar year, PacifiCorp will obtain the actual data from the John Brown Mesa meter. Actual meter data will be compared to estimated data and billing will be adjusted to reflect any over- or under-payments.

Generation Sources Service:

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

c) Regulation and Frequency Response Service:

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

d) Energy Imbalance Service:

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

e) Operating Reserve - Spinning Reserve Service:

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

f) Operating Reserve - Supplemental Reserve Service:

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

g) 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.

7.5 Optional Waiver of Jury Trial:

  X   (Transmission Customer to check only if applicable). TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS

BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

#### 8.0 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 over which Berkshire Hathaway Energy exercises management control. Transmission Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of Transmission Provider, and any attempted transfer in violation of this restriction shall be void.



**Exhibit B**  
**Network Resources Available to Transmission Customer**

<b>Resource</b>	<b>Designated Capacity (MW)</b>	<b>POR</b>	<b>POD</b>
Laramie River Station Unit 2	<del>16</del> <u>20</u>	Dave Johnston 230kV, as represented by DJ on Transmission Provider's OASIS.	Various Wyoming area loads, as further defined in Exhibit D, and as represented by WYOEAST, WYOCENTRAL, WYONORTH on Transmission Provider's OASIS.
Laramie River Station Unit 3	<del>17</del> <u>21</u>		
Springerville Unit 3	2	Four Corners, represented by FOURCORNE345 on Transmission Provider's OASIS	Latigo Wind Farm station service and John Brown Mesa load, served out of the Pinto substation.

**Exhibit C**  
**Network Facility Transmission Credit**  
**And**  
**Network Upgrade Credit**

Network Facility Transmission Credit: The Transmission Customer has not provided any transmission facilities which are integrated with the Transmission Provider's Transmission System and eligible for credits under Section 30.9 of the Tariff.

Network Upgrade Credit: Pursuant to the terms of the Transmission Interconnection Agreement for Point of Delivery at Foote Creek (Arlington) Section 3.1(c)(iv) (PacifiCorp Service Agreement No. 627) dated October 26, 2009, the Transmission Customer currently receives credits for transmission service purchased under Transmission Provider's OATT.

## Exhibit D<sup>2</sup>

### Schedule of Meters Located within PacifiCorp's Control Area for Designated Network Loads For Network Integration Transmission Service

#### 1.0 Transmission Customer's Load Designated as Network Service:

#### 1.1 The Transmission Customer's load identified below delivered to Transmission Provider's Wyoming North Transmission System:

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>1</sup>	Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV	Adjustment for Metering (Low Side / Off Site)
1	Frannie #1 (Big Horn REC Frannie Substation southeast of Town of Frannie (PACE facility point 05257097.0-069902))	Big Horn REC	Frannie	WAPA Meter FRA 9163H21	WAPA meter	34.5	34.5	FRANNIE	67144	34.5	2.00% / 0.00%
2	Wymont (Frannie Substation)	Big Horn REC	Frannie	Primary 77672  Backup 77673	PacifiCorp meter	34.5	34.5	FRANNIE	67144	34.5	0.00% / 0.00%
3	Frannie with continued delivery on PACE's 34.5 kV distribution system to the 34.5 kV/2.4 kV transformer to the town of Deaver, Wyoming	Big Horn REC	Frannie		PacifiCorp meter	230	2.4	FRANNIE	67144	34.5	0.00%

<sup>2</sup> This Exhibit D will be revised periodically. In the interim, as a meter is placed in or taken out of service, such meter change shall be recognized and reflected appropriately in scheduling, accounting, and billing until such meter change is incorporated in a revised Exhibit D.

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>1</sup>	Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV	Adjustment for Metering (Low Side / Off Site)
4	Seminole Lake	High Plains Power	34.5-7.2 kV HPP tap (pole mounted) off Platte Sub (PACE) 34.5 kV Line about 3.25 mi S/SE of Seminole Lake dam	150720	Meters 6.9 kV pipeline load on Seminole Lake hydro line Read via satellite data sent to TRISTATE	7.2	7.2	THERPACE	73176	115	2.00% / 0.00%
5	No.Worland (PACE facility point 05248092.5-250170	High Plains Power	34.5 kV HPP tap sub off Hill Top Sub (PACE) 34.5 kV Line to Lovell	WAPA meter NWR922 1H21 PaciCorp meter at Lovell M190640	WAPA meter	34.5	34.5	HILLTOP	67183	34.5	2.00% / 0.00%
6	So. Worland (PACE facility point 05246093.0-017000)	High Plains Power	34.5 kV HPP tap sub off 34.5 kV Line from Hill Top Sub (PACE) past South Flat Sub (PACE) on its 34.5 kV Line to Thermopolis	WAPA meter SWR922 1H21	WAPA meter; Read by PACE	34.5	34.5	HILLTOP	67183	34.5	2.00% / 0.00%
		High Plains Power	So. Worland Deduct - USBR Hannover 1 Pump Station - Served off HPP's 12.5 kV feeder from South Worland (About 4.5 mi S/SW of sub)	HP16801 D21 data is provided to PACE via WAPA account	Deduction required for USBR Pumping Stations (Hannover 1, Hannover 3 & Bluff 2)	34.5	12.5	HILLTOP	67183	34.5	2.00% / 6.50%
		High Plains Power	So. Worland Deduct - USBR Hannover 3 Pump Station - Served off HPP's 12.5 kV feeder from South Worland (About 4.5 mi S/SW of sub)	WAPA meter HP36801 D21 data is provided to PACE via WAPA account	Deduction required for USBR Pumping Stations (Hannover 1, Hannover 3 & Bluff 2)	34.5	12.5	HILLTOP	67183	34.5	2.00% / 6.50%

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>1</sup>	Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV	Adjustment for Metering (Low Side / Off Site)
		High Plains Power	So. Worland Deduct - USBR Bluff 2 Pump Station - Served off HPP's 12.5 kV feeder from South Worland (About 4.8 mi SW of sub)	WAPA meter BFT2700 1D21 data is provided to PACE via WAPA account	Deduction required for USBR Pumping Stations (Hannover 1, Hannover 3 & Bluff 2)	34.5	12.5	HILLTOP	67183	34.5	2.00% / 6.50%
7	Boysen Peak (PACE facility point 08106006.0-319701)	High Plains Power	12.0 Delta HPP tap (underground) off Thermopolis Sub (PACE) 34.5 kV Line; Meters telecomm site on Boysen Peak, about 1 mi NW of Boysen dam			12.5 Delta	12.5 Delta	THERPACE	73028	34.5	0.00% / 0.00%

**1.2 The Transmission Customer's load identified below delivered to Transmission Provider's Wyoming East Transmission System:**

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
8	Difficulty	High Plains Power	Difficulty	Tri-State Meter DY-9223R21		230	230	DIFICULT	65460	230
9	Arlington	Carbon Power and Light	Foot Creek	Primary 77377 Backup 77379		230	230	ARLNGTN	69152	230
10	Foot Creek Phase 2 Back-Feed (SS)	Carbon Power and Light	Foot Creek	77466		34.5	34.5	FT CRK1	65585	34.5

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
11	Footo Creek Phase 3 Back-Feed (SS)	Carbon Power and Light	Footo Creek	77470		34.5	34.5	FT CRK1	65585	34.5
12	Footo Creek Phase 4 Back Feed (SS)	Carbon Power and Light	Footo Creek	77570		34.5	34.5	FT CRK1	65585	34.5
13	Footo Creek Phase 6 Back-Feed (SS)	Carbon Power and Light	Footo Creek	77519 Rock River 1		34.5	34.5	FT CRK2	65585	34.5
14	McFadden SS	Carbon Power and Light	High Plains/McFadden Ridge (PAC Energy)	M77225		230	230	HIPLANE	69070	230
15	High Plains SS	Carbon Light and Power	High Plains/McFadden Ridge (PAC Energy)	M77225		34.5	34.5	HIPLANE	69070	230
<a href="#">16</a>	<a href="#">Monolith 115kV Substation via Gem City 115kV<sup>4</sup></a>	<a href="#">Carbon Light and Power</a>	<a href="#">Monolith</a>	<a href="#">Tri-State Meter MONOLITH</a>		<a href="#">115kV</a>	<a href="#">34.5kV</a>	<a href="#">MONOLTH</a>	<a href="#">72910</a>	<a href="#">115kV</a>

<sup>4</sup> [Ancillary Services provided by WAPA or by Tri-State, and therefore Section 7.4 of Exhibit A of this Service Agreement does not apply.](#)

**1.3 The Transmission Customer's load identified below delivered to Transmission Provider's Wyoming Central Transmission System:**

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
<a href="#">16</a> <a href="#">17</a>	Platte –Miracle mile	Carbon Power and Light	Trowbridge	M77459B		115	34.5	TROWBRDG	66245	115

1.4 The Transmission Customer's load identified below delivered to Transmission Provider's Utah System:

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
<a href="#">1718</a>	Latigo	Empire Electric	Pinto	Primary 79053 Backup 79054	Channel ID, 1 MWH to Empire  Channel ID 2 MVARH to Empire	138 kV at coupling point with Empire	138 kV	Latigo Wind	69707	0.7
<a href="#">1819</a>	John Brown Mesa	San Miguel Power Association	John Brown Mesa Tap <sup>3</sup>	2212519	N/A	25 kV	25 kV			

<sup>3</sup> Delivery to Pinto 345kV substation, with continued service across a 345/138kV transformer and the 138/69kV transformer, with delivery to PacifiCorp's Rattlesnake 25kV substation via Pinto 69kV to Hatch to Moab to Rattlesnake Tap, to John Brown Mesa Tap.

PacifiCorp  
FERC Electric Tariff  
Volume No. 11  
Ninth Revised Service Agreement No. 628

TS-13-0231

**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 March 1, 2019, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Tri-State Generation and Transmission Association, Inc. ("Transmission Customer") for the provision of Network Integration Transmission Service. On the effective date, this agreement supersedes and replaces Eighth Revised Service Agreement No. 628, dated April 20, 2017. This agreement will be filed with the Commission as Ninth Revised Service Agreement No. 628.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) March 1, 2019 or (2) such other date as it is permitted to become effective by the Commission. Service shall continue through June 30, 2021.
- 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 D to this Service Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.



- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.
- 7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.
- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.4 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

PacifiCorp  
Director, Transmission Services  
825 N.E. Multnomah St., Suite 1600  
Portland, Oregon 97232

Transmission Customer:

Tri-State Generation and Transmission Association  
Attention: Senior Vice President, Energy Management

1100 W. 116th Avenue  
Westminster, Colorado 80234  
Facsimile: (303) 254-6007  
Telephone: (303) 452-6111

- 11.0 The Tariff is incorporated herein and made a part hereof.

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

Transmission Provider:

By: <u>/s/Rick Vail</u>	<u>VP, Transmission</u>	<u>3/1/2019</u>
Name	Title	Date

Transmission Customer:

By: <u>/s/ Kenneth V. Reif</u>	<u>Acting CEO</u>	<u>2/28/2019</u>
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 identified in Exhibit D delivered to Transmission Provider's Wyoming North, Wyoming East, Wyoming Central and Utah Transmission System.

**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 Exhibit D.

Transaction originates in the Control Area of the Western Area Power Administration transmission system and terminates within the Control Area of Transmission Provider's Wyoming and Utah transmission systems.

**3.0 Point(s) of Receipt: Exhibit B which is attached hereto and made a part of this Service Agreement lists the point(s) of receipt.**

Delivering Party: Transmission Customer.

**4.0 Point(s) of Delivery: As described in Exhibit D which is attached hereto and made a part of this Service Agreement.**

Receiving Party: Transmission Provider

**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 Charge:

- 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<sup>1</sup>.

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<sup>1</sup> (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 including losses, 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

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<sup>1</sup> Due to its remote location, the John Brown Mesa meter (see Exhibit D Table 1.4) is physically and electronically inaccessible several months out of the year, and actual meter data may not be obtained on a monthly basis. However, each month when the meter is accessible, and at a minimum of two times per calendar year, PacifiCorp will obtain the actual data from the John Brown Mesa meter. Actual meter data will be compared to estimated data and billing will be adjusted to reflect any over- or under-payments.

Generation Sources Service:

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

c) Regulation and Frequency Response Service:

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

d) Energy Imbalance Service:

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

e) Operating Reserve - Spinning Reserve Service:

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

f) Operating Reserve - Supplemental Reserve Service:

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

g) 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.

## 7.5 Optional Waiver of Jury Trial:

  X   (Transmission Customer to check only if applicable). TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS

BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

#### 8.0 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 over which Berkshire Hathaway Energy exercises management control. Transmission Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of Transmission Provider, and any attempted transfer in violation of this restriction shall be void.

**Exhibit B**  
**Network Resources Available to Transmission Customer**

<b>Resource</b>	<b>Designated Capacity (MW)</b>	<b>POR</b>	<b>POD</b>
Laramie River Station Unit 2	20	Dave Johnston 230kV, as represented by DJ on Transmission Provider's OASIS.	Various Wyoming area loads, as further defined in Exhibit D, and as represented by WYOEST, WYOCENTRAL, WYONORTH on Transmission Provider's OASIS.
Laramie River Station Unit 3	21		
Springerville Unit 3	2	Four Corners, represented by FOURCORNE345 on Transmission Provider's OASIS	Latigo Wind Farm station service and John Brown Mesa load, served out of the Pinto substation.

**Exhibit C**  
**Network Facility Transmission Credit**  
**And**  
**Network Upgrade Credit**

Network Facility Transmission Credit: The Transmission Customer has not provided any transmission facilities which are integrated with the Transmission Provider's Transmission System and eligible for credits under Section 30.9 of the Tariff.

Network Upgrade Credit: Pursuant to the terms of the Transmission Interconnection Agreement for Point of Delivery at Foote Creek (Arlington) Section 3.1(c)(iv) (PacifiCorp Service Agreement No. 627) dated October 26, 2009, the Transmission Customer currently receives credits for transmission service purchased under Transmission Provider's OATT.



**Exhibit D<sup>2</sup>****Schedule of Meters Located within PacifiCorp's Control Area for  
Designated Network Loads For Network Integration Transmission  
Service****1.0 Transmission Customer's Load Designated as Network Service:****1.1 The Transmission Customer's load identified below delivered to Transmission  
Provider's Wyoming North Transmission System:**

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>1</sup>	Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV	Adjustment for Metering (Low Side / Off Site)
1	Frannie #1 (Big Horn REC Frannie Substation southeast of Town of Frannie (PACE facility point 05257097.0-069902))	Big Horn REC	Frannie	WAPA Meter FRA 9163H21	WAPA meter	34.5	34.5	FRANNIE	67144	34.5	2.00% / 0.00%
2	Wymont (Frannie Substation)	Big Horn REC	Frannie	Primary 77672  Backup 77673	PacifiCorp meter	34.5	34.5	FRANNIE	67144	34.5	0.00% / 0.00%
3	Frannie with continued delivery on PACE's 34.5 kV distribution system to the 34.5 kV/2.4 kV transformer to the town of Deaver, Wyoming	Big Horn REC	Frannie		PacifiCorp meter	230	2.4	FRANNIE	67144	34.5	0.00%

<sup>2</sup> This Exhibit D will be revised periodically. In the interim, as a meter is placed in or taken out of service, such meter change shall be recognized and reflected appropriately in scheduling, accounting, and billing until such meter change is incorporated in a revised Exhibit D.

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>1</sup>	Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV	Adjustment for Metering (Low Side / Off Site)
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5	No.Worland (PACE facility point 05248092.5-250170	High Plains Power	34.5 kV HPP tap sub off Hill Top Sub (PACE) 34.5 kV Line to Lovell	WAPA meter NWR922 1H21 PaciCorp meter at Lovell M190640	WAPA meter	34.5	34.5	HILLTOP	67183	34.5	2.00% / 0.00%
6	So. Worland (PACE facility point 05246093.0-017000)	High Plains Power	34.5 kV HPP tap sub off 34.5 kV Line from Hill Top Sub (PACE) past South Flat Sub (PACE) on its 34.5 kV Line to Thermopolis	WAPA meter SWR922 1H21	WAPA meter; Read by PACE	34.5	34.5	HILLTOP	67183	34.5	2.00% / 0.00%
		High Plains Power	So. Worland Deduct - USBR Hannover 1 Pump Station - Served off HPP's 12.5 kV feeder from South Worland (About 4.5 mi S/SW of sub)	HP16801 D21 data is provided to PACE via WAPA account	Deduction required for USBR Pumping Stations (Hannover 1, Hannover 3 & Bluff 2)	34.5	12.5	HILLTOP	67183	34.5	2.00% / 6.50%
		High Plains Power	So. Worland Deduct - USBR Hannover 3 Pump Station - Served off HPP's 12.5 kV feeder from South Worland (About 4.5 mi S/SW of sub)	WAPA meter HP36801 D21 data is provided to PACE via WAPA account	Deduction required for USBR Pumping Stations (Hannover 1, Hannover 3 & Bluff 2)	34.5	12.5	HILLTOP	67183	34.5	2.00% / 6.50%

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>1</sup>	Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV	Adjustment for Metering (Low Side / Off Site)
		High Plains Power	So. Worland Deduct - USBR Bluff 2 Pump Station - Served off HPP's 12.5 kV feeder from South Worland (About 4.8 mi SW of sub)	WAPA meter BFT2700 1D21 data is provided to PACE via WAPA account	Deduction required for USBR Pumping Stations (Hannover 1, Hannover 3 & Bluff 2)	34.5	12.5	HILLTOP	67183	34.5	2.00% / 6.50%
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**1.2 The Transmission Customer's load identified below delivered to Transmission Provider's Wyoming East Transmission System:**

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
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9	Arlington	Carbon Power and Light	Foot Creek	Primary 77377 Backup 77379		230	230	ARLNGTN	69152	230
10	Foot Creek Phase 2 Back-Feed (SS)	Carbon Power and Light	Foot Creek	77466		34.5	34.5	FT CRK1	65585	34.5

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
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13	Footo Creek Phase 6 Back-Feed (SS)	Carbon Power and Light	Footo Creek	77519 Rock River 1		34.5	34.5	FT CRK2	65585	34.5
14	McFadden SS	Carbon Power and Light	High Plains/McFadden Ridge (PAC Energy)	M77225		230	230	HIPLANE	69070	230
15	High Plains SS	Carbon Light and Power	High Plains/McFadden Ridge (PAC Energy)	M77225		34.5	34.5	HIPLANE	69070	230
16	Monolith 115kV Substation via Gem City 115kV <sup>4</sup>	Carbon Light and Power	Monolith	Tri-State Meter MONOLITH		115kV	34.5kV	MONOLTH	72910	115kV

4 Ancillary Services provided by WAPA or by Tri-State, and therefore Section 7.4 of Exhibit A of this Service Agreement does not apply.

**1.3 The Transmission Customer's load identified below delivered to Transmission Provider's Wyoming Central Transmission System:**

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/ WAPA/ TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
17	Platte –Miracle mile	Carbon Power and Light	Trowbridge	M77459B		115	34.5	TROWBRDG	66245	115

**1.4 The Transmission Customer's load identified below delivered to Transmission Provider's Utah System:**

No	Point of Delivery	Transmission Customer's Member System	Station or Location of PACE/WAPA/TSGT Meter <sup>2</sup>	PACE Meter ID or Name	Notes (If blank, indicates Channel 2 used)	Delivery Point Voltage (kV)	Metered Voltage (kV)	WECC Bus Name	WECC Bus #	WECC Bus kV
18	Latigo	Empire Electric	Pinto	Primary 79053  Backup 79054	Channel ID, 1 MWH to Empire  Channel1 ID 2 MVARH to Empire	138 kV at coupling point with Empire	138 kV	Latigo Wind	69707	0.7
19	John Brown Mesa	San Miguel Power Association	John Brown Mesa Tap <sup>3</sup>	2212519	N/A	25 kV	25 kV			

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<sup>3</sup> Delivery to Pinto 345kV substation, with continued service across a 345/138kV transformer and the 138/69kV transformer, with delivery to PacifiCorp's Rattlesnake 25kV substation via Pinto 69kV to Hatch to Moab to Rattlesnake Tap, to John Brown Mesa Tap.