

May 3, 2021

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

RE: PacifiCorp  
Docket No. ER21-\_\_\_\_\_-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”),<sup>1</sup> Part 35 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) regulations,<sup>2</sup> and the Commission’s Order No. 714<sup>3</sup> regarding electronic filing of tariff submissions, 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 April 14, 2021, to be designated as Tenth Revised Service Agreement No. 628 under PacifiCorp’s Volume No. 11 Open Access Transmission Tariff (“OATT”).

As discussed more fully below, PacifiCorp respectfully requests the Network Service Agreement be accepted with an effective date of July 1, 2021.

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

On March 13, 2019, in Docket No. ER19-1268, PacifiCorp filed with the Commission the Ninth 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 April 19, 2019, with an effective date of March 1, 2019.

On April 14, 2021, PacifiCorp and Tri-State executed the Tenth 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

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<sup>1</sup> 16 U.S.C. § 824d (2018).

<sup>2</sup> 18 C.F.R. Part 35 (2020).

<sup>3</sup> *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008).

Network Service Agreement and include changes to the following exhibits: Exhibit B – Network Resources Available to Transmission Customer, and Exhibit D – Schedule of Meters Located within PacifiCorp’s Control Area for Designated Network Loads for Network Integration Transmission Service with administrative edits made to Exhibit A – Designated Loads for Network Integration Transmission Service and Exhibit C – Network Facility Transmission Credit and Network Upgrade Credit. 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 in advance of service commencement date (i.e., July 1, 2021). Therefore, in accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp respectfully requests an effective date of July 1, 2021 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 to allow the Network Service Agreement to be accepted as requested herein.

## **3. Designation**

PacifiCorp requests that the Network Service Agreement be designated as PacifiCorp Tenth 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 Tenth Revised Service Agreement No. 628, and

Enclosure 2 Redline of Tenth Revised Service Agreement No. 628, as compared to Ninth Revised Service Agreement No. 628.

## **5. Communications**

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

Matthew P. Loftus  
Senior Transmission Counsel  
PacifiCorp  
825 N.E. Multnomah, Suite 1600  
Portland, OR 97232  
(503) 813-6642  
[Matthew.Loftus@PacifiCorp.com](mailto:Matthew.Loftus@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:

Stephanie Copeland  
Tri-State Generation and Transmission  
1100 W. 116<sup>th</sup> Avenue  
Westminster, CO 80516-9446  
[scopeland@tristategt.org](mailto:scopeland@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)

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 Tenth Revised Service Agreement No. 628 with an effective date of July 1, 2021.

Respectfully Submitted,

/s/ Matthew P. Loftus  
Matthew Loftus  
Senior Counsel  
PacifiCorp  
825 N.E. Multnomah, Suite 1600  
Portland, OR 97232  
(503) 813-6642  
[Matthew.Loftus@PacifiCorp.com](mailto:Matthew.Loftus@PacifiCorp.com)

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

- 1.0 This Service Agreement, dated as of April 14, 2021, 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 Ninth Revised Service Agreement No. 628, dated March 1, 2019. This agreement will be filed with the Commission as Tenth 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) July 1, 2021, or (2) such other date as it is permitted to become effective by the Commission. Service shall continue through June 30, 2031.
- 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: Merchant Transmission Manager  
1100 W. 116th Avenue  
Westminster, Colorado 80234  
Telephone: (303) 254-3554



**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 Generation Sources Service:

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<sup>1</sup> Due to its remote location, the John Brown Mesa meter (see Exhibit D Table 1.3) 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.



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 | 23                              | 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 | 24                              |   |   |
|                              |                                 |   |   |
| 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/Tri-State Contract No. TS-09-0142) 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>2</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<br>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>2</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 NWR9221 H21 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 SWR9221 H21   | 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>2</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 BFT27001 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%                                 |
| 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                | Foote Creek  | Primary 77377<br>Backup 77379 |  | 230                         | 230                  | ARLNGTN       | 69152      | 230         |
| 10 | Foote Creek Phase 2 Back-Feed (SS) | Carbon Power and Light                | Foote 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 | Foote Creek Phase 3 Back-Feed (SS)                       | Carbon Power and Light                | Foote Creek  | 77470                       |  | 34.5                        | 34.5                 | FT CRK1       | 65585      | 34.5        |
| 12 | Foote Creek Phase 4 Back Feed (SS)                       | Carbon Power and Light                | Foote Creek  | 77570                       |  | 34.5                        | 34.5                 | FT CRK1       | 65585      | 34.5        |
| 13 | Foote Creek Phase 6 Back-Feed (SS)                       | Carbon Power and Light                | Foote Creek  | 77519<br>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>3</sup> | Carbon Light and Power                | Monolith   | Tri-State Meter<br>MONOLITH |  | 115kV                       | 34.5kV               | MONOLTH       | 72910      | 115kV       |
| 17 | Platte   | Carbon Power and Light                | Trowbridge   | M77459B                     |  | 115                         | 34.5                 | TROWBRDG      | 66245      | 115         |

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<sup>3</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 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<br>Backup 79054 | Channel ID, 1 MWH to Empire<br><br>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>4</sup>                           | 2212519                       | N/A   | 25 kV                                | 25 kV                |               |            |             |

<sup>4</sup>Delivery to Pinto 345kVsubstation, 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 ~~March 1, 2019~~April 14, 2021, 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~~Ninth Revised Service Agreement No. 628, dated ~~April 20~~March 1, 2017~~2019~~. This agreement will be filed with the Commission as ~~Ninth~~Tenth 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~~July 1, 20192021, or (2) such other date as it is permitted to become effective by the Commission. Service shall continue through June 30, ~~2021~~2031.
- 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~~Merchant Transmission Manager

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

Telephone: (303) ~~452-6111~~254-3554

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/ Riek Vail~~ ~~VP~~ Brian Fritz Dir., Transmission  
~~3/1/2019~~ ~~Services~~ 04/14/2021  
Name Title Date

Transmission Customer:

~~/s/ Kenneth V. Reif~~ ~~Acting CEO~~ ~~2/28/2019~~  
By: ~~\_\_\_\_\_~~  
~~Name Title~~  
By: /s/ Duane Highley Apr 14, 2021  
Duane Highley Chief Executive Officer 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 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.

<sup>1</sup> Due to its remote location, the John Brown Mesa meter (see Exhibit D Table ~~4.4.1.3~~) 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.

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>20</del> <u>23</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>21</del> <u>24</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/[Tri-State Contract No. TS-09-0142](#)) 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>2</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 05257097.0-06 9902))                     | 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<br>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        | 150720                        | Meters 6.9 kV pipeline load on             | 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>42</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) |
|----|--|---------------------------------------|---|--|---|-----------------------------|----------------------|---------------|------------|-------------|---|
|    |  |                                       | (PACE) 34.5 kV Line about 3.25 mi S/SE of Seminole Lake dam   |  | Seminole Lake hydro line<br>Read via satellite data sent to TRISTATE            |                             |                      |               |            |             |   |
| 5  | No. Worland (PACE facility point 05248092.5-25 0170) | High Plains Power                     | 34.5 kV HPP tap sub off Hill Top Sub (PACE) 34.5 kV Line to Lovell  | WAPA meter NWR9221 H21<br>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 05246093.0-01 7000) | 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 SWR9221 H21   | 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   | WAPA meter BFT27001  | Deduction required  | 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>2</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) |
|----|--|---------------------------------------|--|---|--|-----------------------------|----------------------|---------------|------------|-------------|---|
|    |  |                                       | Pump Station - Served off HPP's 12.5 kV feeder from South Worland (About 4.8 mi SW of sub)   | D21 data is provided to PACE via WAPA account | for USBR Pumping Stations (Hannover 1, Hannover 3 & Bluff 2) |                             |                      |               |            |             |   |
| 7  | Boysen Peak (PACE facility point 08106006.0-31 9701) | 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                | Foote Creek  | Primary 77377<br>Backup 77379 |  | 230                         | 230                  | ARLNGTN       | 69152      | 230         |
| 10 | Foote Creek Phase 2 Back-Feed (SS) | Carbon Power and Light                | Foote 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         |
| 16        | Monolith 115kV Substation via Gem City 115kV <sup>43</sup> | Carbon Light and Power                | Monolith   | Tri-State Meter MONOLITH |  | 115kV                       | 34.5kV               | MONOLTH         | 72910        | 115kV       |
| <u>17</u> | <u>Platte</u>  | <u>Carbon Power and Light</u>         | <u>Trowbridge</u>  | <u>M77459B</u>           |  | <u>115</u>                  | <u>34.5</u>          | <u>TROWBRDG</u> | <u>66245</u> | <u>115</u>  |

~~<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:~~

<sup>3</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.

| 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   | M77459 B              |  | 115                         | 34.5                 | TROWBRD G     | 66245      | 115         |

1-4

**1.3 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<br>Backup 79054 | Channel ID, 1 MWH to Empire<br><br>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>3,4</sup>                       | 2212519                       | N/A   | 25 kV                                | 25 kV                |               |            |             |

<sup>3,4</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.

Document comparison by Workshare 10.0 on Saturday, April 24, 2021 8:12:17 PM

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| Description   | v6.0.0_S.A. No. 628 Rev. 9_Tri-State NITSA_A (Tariff_Tri-State NITSA)-Clean-5625  |
| Document 2 ID | file://S:\Non-Public Trans\TRANSMISSION\FERC Filings\Work In Progress\SA 628 Tri-State NITSA\10th Rev SA 628 to be filed\SA 628 Rev. 10_TS NITSA_EV2020.Renewals Clean +TS 4.13.21.docx           |
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| Total changes  | 87 |

**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 14, 2021, 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 Ninth Revised Service Agreement No. 628, dated March 1, 2019. This agreement will be filed with the Commission as Tenth 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) July 1, 2021, or (2) such other date as it is permitted to become effective by the Commission. Service shall continue through June 30, 2031.
- 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: Merchant Transmission Manager  
1100 W. 116th Avenue  
Westminster, Colorado 80234  
Telephone: (303) 254-3554

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: | <b>Brian Fritz</b><br><small>Digitally signed by Brian Fritz<br/>Date: 2021.04.14 14:11:16 -07'00'</small> | Dir., Transmission Services | 04/14/2021 |
|     | Name   | Title                       | Date       |

Transmission Customer:

|     |  |                         |              |
|-----|--|-------------------------|--------------|
| By: | <u><i>Duane Highley</i></u><br><small>Duane Highley (Apr 14, 2021 09:22 MDT)</small> | Chief Executive Officer | Apr 14, 2021 |
|     | Duane Highley  | Chief Executive Officer | 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 Generation Sources Service:

---

<sup>1</sup> Due to its remote location, the John Brown Mesa meter (see Exhibit D Table 1.3) 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.

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 | 23                              | 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 | 24                              |   |  |
|                              |                                 | 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/Tri-State Contract No. TS-09-0142) 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>2</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<br>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>2</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 NWR9221 H21 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 SWR9221 H21   | 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>2</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 BFT27001 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%                                 |
| 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                | Foote Creek  | Primary 77377<br>Backup 77379 |  | 230                         | 230                  | ARLNGTN       | 69152      | 230         |
| 10 | Foote Creek Phase 2 Back-Feed (SS) | Carbon Power and Light                | Foote 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<br>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>3</sup> | Carbon Light and Power                | Monolith   | Tri-State Meter<br>MONOLITH |  | 115kV                       | 34.5kV               | MONOLTH       | 72910      | 115kV       |
| 17 | Platte   | Carbon Power and Light                | Trowbridge   | M77459B                     |  | 115                         | 34.5                 | TROWBRDG      | 66245      | 115         |

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<sup>3</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 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<br>Backup 79054 | Channel ID, 1 MWH to Empire<br><br>Channe1 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>4</sup>                           | 2212519                       | N/A   | 25 kV                                | 25 kV                |               |            |             |

<sup>4</sup>Delivery to Pinto 345kVsubstation, 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.