

May 23, 2022

VIA E-TARIFF

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

Re: PacifiCorp, Docket Nos. ER22-_____
Petition for approval of Settlement Agreement and Release

Dear Secretary Bose:

Pursuant to Rule 207(a)(5) of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. § 385.207(a)(5)(2021), PacifiCorp respectfully submits for approval a Settlement Agreement and Release (“Settlement Agreement”) between PacifiCorp and Bonneville Power Administration (“BPA”) regarding the repayment of Real Power Losses by BPA to PacifiCorp due to a billing error from July 1, 2016 until December 31, 2021 (the “Settlement Period”).¹ BPA has indicated that it supports this filing and the Commission’s approval of the Settlement Agreement.

A. Introduction

Schedule 10 of PacifiCorp’s Open Access Transmission Tariff (“OATT”) addresses Real Power Losses. As relevant to the Settlement Agreement, Schedule 10 states,

“a Transmission Customer taking Network Integration Transmission Service, Firm or Non-Firm Point-to-Point Transmission Service shall be responsible for Real Power Losses as provided for in Section 15.7 of the Tariff, this Schedule 10 and the Transmission Provider’s business practices posted on OASIS. A Transmission Customer shall have the option to settle Real Power Losses pursuant to section (a) (Financial Settlement) or section (b) (Physical Delivery) subject to the Transmission Provider’s business practices posted on OASIS.”

BPA is a Network Integration Transmission Service customer of PacifiCorp. In July of 2016, the Parties entered into a Network Integrated Transmission Service Agreement (“NITSA”) for service to BPA’s customer, Idaho Falls; PacifiCorp Service Agreement #747 (“Idaho Falls NITSA”). Under Section 7.4(h) of the Idaho Falls NITSA, BPA is subject to Schedule 10, Real Power Losses. BPA may elect to provide losses either physically or settle losses financially.

Unfortunately, the Parties failed to implement BPA’s transition from returning losses in kind to settling losses financially. As a result, BPA was not assessed for Real Power Losses during the Settlement Period. After identifying the billing error, PacifiCorp pursued compensation for

¹ Capitalized terms not defined in this Informational Report have the meaning assigned in PacifiCorp’s OATT.

such losses in 2021. Thereafter, the Parties began discussions regarding the billing error. In May of 2022, the Parties executed the Settlement Agreement.

B. Settlement Agreement

As discussed in the Petition and Explanatory Statement included with this filing, the Settlement Agreement, if approved by the Commission, will resolve certain issues regarding the payment of Real Power Losses by BPA over the Settlement Period. The Settlement Agreement reflects an arms-length resolution, which, if approved: (1) requires BPA to pay for Real Power Losses for the Settlement Period; and (2) releases and resolves all claims, demands, actions, suits, and causes of action related to the billing error.

C. Contents of Filing

PacifiCorp hereby submits a filing package that consists of the following materials:

1. This Transmittal Letter;
2. A Petition for Approval of the Settlement Agreement;
3. An Explanatory Statement; and
4. The Settlement Agreement.

To the extent that this filing does not include any information otherwise required for compliance with the Commission's regulations, PacifiCorp respectfully requests the Commission grant any waivers that may be necessary for the Commission to grant the Petition and approve or accept the Settlement Agreement without condition or modification.

PacifiCorp has served a copy of this filing electronically on BPA and all Transmission Customers taking transmission service or ancillary services from PacifiCorp under its OATT. The filing has also been posted on PacifiCorp's OASIS website.

Respectfully submitted,



Matthew Loftus
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 1600
Portland, OR 97232
(503) 813-5620
Matthew.Loftus@PacifiCorp.com

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

PacifiCorp)))	Docket No. ER22-____-000
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PETITION OF PACIFICORP FOR APPROVAL OF SETTLEMENT AGREEMENT

Pursuant to Rule 207(a)(5) of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission”)¹, PacifiCorp respectfully submits for approval a Settlement Agreement and Release (“Settlement Agreement”) between PacifiCorp and the Bonneville Power Administration (“BPA”) regarding the repayment of Real Power Losses by BPA to PacifiCorp due to a billing error from July 1, 2016 until December 31, 2021 (the “Settlement Period”). BPA and PacifiCorp may be individually referred to herein as a “Party” and collectively as “Parties” or “Settling Parties.”

In support of the Settlement Agreement, PacifiCorp is submitting an Explanatory Statement concurrently with this Petition, which describes the background relating to the Settlement Agreement. PacifiCorp’s submission of this filing is conditioned on the Commission granting the Petition and approving or accepting the Settlement Agreement, without condition or modification. BPA has indicated that it supports this Petition and the Commission’s approval of the Settlement Agreement.

I. COMMUNICATIONS AND CORRESPONDENCE

Correspondence and communications concerning this filing should be directed to the following individual(s) who should be included on the official service list in this proceeding:

¹ 18 C.F.R. §385.207(a)(5).

Matthew Loftus
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 2000
Portland, OR 97232
(503) 813-5620
Matthew.Loftus@PacifiCorp.com

II. SETTLING PARTIES

A. PacifiCorp

PacifiCorp is an Oregon corporation. PacifiCorp is a vertically-integrated public utility primarily engaged in providing retail electric service to approximately 1.9 million residential, commercial, industrial, and other customers in portions of the following states: California, Idaho, Oregon, Utah, Washington, and Wyoming. PacifiCorp provides electric transmission service in nine Western states, and owns or has interests in approximately 16,500 miles of transmission lines and 71 thermal, hydroelectric, wind-powered generating, and geothermal facilities. PacifiCorp provides open access transmission service in accordance with its Open Access Transmission Tariff (“OATT”), which is on file with the Commission. PacifiCorp operates two balancing authority areas, PacifiCorp East and PacifiCorp West.

B. Bonneville Power Administration

Bonneville is a federal power marketing agency that markets electric power from 31 federal hydro projects and some non-federal projects. Bonneville’s service area is the Pacific Northwest, comprised of Oregon, Washington, Idaho, western Montana, and portions of California, Nevada, Utah, and Wyoming. Bonneville’s power sales account for approximately 28 percent of the electric power consumed in the Pacific Northwest.

Bonneville sells wholesale power to meet the firm power requirements of certain utility and federal agency customers in the Pacific Northwest, including public utility districts, municipal

utilities, cooperative utilities, and federal agencies.² Bonneville uses Network Integration Transmission service agreements with PacifiCorp to serve a public utility district and five cooperatives located in PacifiCorp's western service area, as well as two municipalities and four cooperatives in PacifiCorp's eastern service area. Bonneville also holds a legacy agreement with PacifiCorp to serve 18 customers in PacifiCorp's western service area. Additionally, Bonneville holds two long-term Point-to-Point service agreements with PacifiCorp to integrate two smaller Federal resources totaling 75 megawatts for delivery to wholesale utility customers connected to Bonneville's main grid and other transmission systems.

III. DISCUSSION

The Commission allows issues to be resolved outside of formal proceedings and has found that, in such situations, any resulting agreement should be filed with the Commission as a petition for approval of the agreement pursuant to Rule 207(a)(5) of the Commission's Rules of Practice and Procedure. 18 C.F.R. § 385.207(a)(5).³ As explained in *Dominion*, the Commission will “treat the petition for approval of the agreement as initiating a new proceeding, assign a new docket number to that proceeding, and issue a notice providing for interventions, comments, and protests.”⁴

PacifiCorp submits that Commission approval of the Settlement Agreement serves the public interest as it will allow BPA to compensate PacifiCorp for Real Power Losses pursuant to Schedule 10 of its OATT for the Settlement Period. The Settlement Agreement also resolves all claims as between PacifiCorp and BPA regarding the billing error.

² See Bonneville Project Act, 16 U.S.C. § 832c (2012); see also Pacific Northwest Electric Planning and Conservation Act, 16 U.S.C. § 839c (2012).

³ See, e.g., Nevada Power Co., 113 FERC ¶ 61,164 (2005) (approving settlement agreement filed pursuant to Rule 207(a)(5)); Dominion Transmission, Inc., 111 FERC ¶ 61,285 at PP 30-32 (2005) (“Dominion”).

⁴ Dominion at P 32.

Commission approval of the Settlement Agreement serves the public interest as it would allow the Parties to settle outstanding disputes between them, thereby preserving Commission resources. Specifically, the Settlement Agreement is the result of lengthy negotiations between the Parties to resolve claims relating to the billing error. The appropriate standard of review for any unilateral modifications to the Settlement Agreement by a Party should be the “public interest” standard set forth in *United Gas Pipe Line Co. v. Mobile Gas Services Corp.*, 380 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 380 U.S. 348 (1956) (*Mobile-Sierra*). Any modifications proposed by a non-Party or the Commission acting sua sponte should be the “just and reasonable” standard.

IV. REQUEST FOR WAIVERS NOT SPECIFICALLY IDENTIFIED FOR APPROVAL OF THE SETTLEMENT AGREEMENT

PacifiCorp has provided sufficient information to the Commission for the Settlement Agreement to be accepted or approved without condition or modification. To the extent this filing fails to contain any information otherwise required for compliance with the Commission's regulations, PacifiCorp respectfully requests the Commission grant any other waivers that may be necessary for the Commission to approve or accept the Settlement Agreement without condition or modification.

V. CONCLUSION

WHEREFORE, for the foregoing reasons, PacifiCorp respectfully requests the Commission grant this Petition and approve or accept, without condition or modification, the Settlement Agreement. In addition, PacifiCorp respectfully requests the Commission grant any other authorizations or waivers necessary to approve or accept the Settlement Agreement as proposed herein.

Respectfully submitted,



Matthew Loftus

Assistant General Counsel

PacifiCorp

825 N.E. Multnomah, Suite 2000

Portland, OR 97232

(503) 813-5620

Matthew.Loftus@PacifiCorp.com

Attorney for PacifiCorp

Dated: May 23, 2022

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

PacifiCorp)	
)	Docket No. ER22-____-000
)	

EXPLANATORY STATEMENT

PacifiCorp respectfully submits this Explanatory Statement to the Settlement Agreement and Release that is filed concurrently herewith (“Settlement Agreement”). The Settlement Agreement resolves claims between PacifiCorp and Bonneville Power Administration (“BPA”) regarding the repayment of Real Power Losses by BPA to PacifiCorp due to a billing error from July 1, 2016 until December 31, 2021 (“Settlement Period”). BPA and PacifiCorp may be individually referred to herein as a “Party” and collectively as “Parties.”

The Settlement Agreement is in the form of a letter agreement and, therefore, is a brief document. However, this Explanatory Statement summarizes the Settlement Agreement and provides background leading up to the filing of the Settlement Agreement. To the extent there is any inconsistency between this Explanatory Statement and the Settlement Agreement, the Settlement Agreement controls.

I. Background

Schedule 10 of PacifiCorp’s Open Access Transmission Tariff (“OATT”) addresses Real Power Losses. As relevant to the Settlement Agreement, Schedule 10 states,

“a Transmission Customer taking Network Integration Transmission Service, Firm or Non-Firm Point-to-Point Transmission Service shall be responsible for Real Power Losses as provided for in Section 15.7 of the Tariff, this Schedule 10 and the Transmission Provider’s business practices posted on OASIS. A Transmission Customer shall have the option to settle Real Power Losses pursuant to section (a) (Financial Settlement) or section (b) (Physical Delivery) subject to the Transmission Provider’s business practices posted on OASIS.”

BPA is a Network Integration Transmission Service customer of PacifiCorp. In July of 2016, the Parties entered into a Network Integrated Transmission Service Agreement (“NITSA”) for service to BPA’s customer, Idaho Falls; PacifiCorp Service Agreement #747 (“Idaho Falls NITSA”). Under Section 7.4(h) of the Idaho Falls NITSA, BPA is subject to Schedule 10, Real Power Losses. BPA may elect to provide losses either physically or settle losses financially.

Unfortunately, the Parties failed to implement the BPA’s transition from returning losses in kind to settling losses financially. As a result, BPA was not assessed for Real Power Losses during the Settlement Period. After identifying the billing error, PacifiCorp pursued compensation for such losses in 2021. Thereafter, the Parties began discussions regarding the billing error. In May of 2022, the Parties executed the Settlement Agreement.

II. Explanation of the Settlement Agreement

The principal terms of the Settlement Agreement are summarized below. Except as otherwise defined in this Explanatory Statement, capitalized terms have the meanings as set forth in the Settlement Agreement. As noted earlier, the Settlement Agreement is in the form of a letter agreement.

1. Section A of the Settlement Agreement provides that:

- a. PacifiCorp has calculated the Real Power Losses that would have been charged to BPA for the Settlement Period. (Section A to the Settlement Agreement)
- b. The Parties agree to resolve their dispute relating to the billing error for Real Power Losses.
- c. BPA will make a single lump sum payment to PacifiCorp in the amount of \$3,596,999.76 (the “Settlement Amount”).

- d. The basis for the calculation of the Settlement Amount is provided in Attachment A to the Settlement Agreement.
 - e. If the Commission accepts the Settlement Agreement, PacifiCorp will issue an invoice for the Settlement Amount within 30 calendar days of the Commission's acceptance.
2. Section B of the Settlement Agreement provides that:
- a. The Settlement Agreement acts to release and resolves all claims, demands, actions, suits, and causes of action related to the billing error.
 - b. The release applies despite the discovery of any new, different, or additional facts related to the billing error.
 - c. The Settlement Agreement is entered into for the purpose of settling the claims and is not construed as an admission of any sort by either Party.
3. Section C of the Settlement Agreement provides that:
- a. PacifiCorp is required to file the Settlement Agreement with the Commission for acceptance within 60 days of the Parties' execution.
 - b. The obligations under the Settlement Agreement will only take effect following the Commission's acceptance of the Settlement Agreement.
 - c. If the Commission rejects, or materially modifies the Settlement Agreement, neither Party shall have any obligation to the other Party under the Settlement Agreement.

III. Policy and Other Issues arising under the Settlement Agreement

By notice dated December 15, 2016 (“Amended Notice to the Public on Information to be Provided with Settlement Agreements and Guidance on the Role of Settlement Judges”), the Chief Judge requires that four questions be answered as part of every Explanatory Statement submitted in support of a proposed settlement. The questions and specific responses applicable to the Offer of Settlement Agreement are as follows:

1. **Does the Settlement affect other pending cases?** No other pending cases will be affected by the Settlement Agreement.
2. **Does the Settlement involve issues of first impression?** The Settlement Agreement does not raise any issues of first impression.
3. **Does the Settlement depart from Commission precedent [if so, identify by case name(s) and docket number(s)]?** The Settlement Agreement does not depart from Commission precedent.
4. **Does the Settlement seek to impose a standard of review other than the ordinary just and reasonable standard with respect to any changes to the Settlement that might be sought by either a third party or the Commission acting *sua sponte*?** No. The standard of review applicable to the Offer of Settlement shall be the “just and reasonable” standard of review. The appropriate standard of review for any unilateral modifications to the Settlement Agreement by a Party should be the “public interest” standard set forth in *United Gas Pipe Line Co. v. Mobile Gas Services Corp.*, 380 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 380 U.S. 348 (1956) (*Mobile-Sierra*).

Respectfully submitted,



Matthew Loftus

Assistant General Counsel

PacifiCorp

825 N.E. Multnomah, Suite 2000

Portland, OR 97232

(503) 813-5620

Matthew.Loftus@PacifiCorp.com

Attorney for PacifiCorp

Dated: May 23, 2022

PacifiCorp Service Agreement 747
SETTLEMENT AGREEMENT AND
RELEASE

April 27, 2022

PacifiCorp
825 NE Multnomah
Portland, OR 97232

Dear Rick Vail:

This Settlement Agreement and Release (Agreement) is entered into as of April 27, 2022, by and between Bonneville Power Administration (BPA) and PacifiCorp to correct a billing issue. Hereinafter, BPA and PacifiCorp may be referred to singly, as a Party, or collectively, as the Parties.

In July 2016, BPA transitioned to taking service under PacifiCorp's Open Access Transmission Tariff. The Parties entered into a Network Integrated Transmission Service Agreement (NITSA) for service to BPA's customer, Idaho Falls; PacifiCorp Service Agreement #747 (Idaho Falls NITSA). Under the Idaho Falls NITSA, Section 7.4 (h), BPA is subject to Schedule 10, Real Power Losses. BPA may elect to provide losses either physically or settle losses financially. The Parties attempted to transition from physical to financial settlement of losses, however, the Parties failed to fully implement the transition, which resulted in incorrect billing, from July 1, 2016 through December 31, 2021, herein referred to as the "Settlement Period," where no losses were returned by BPA or billed to BPA.

PacifiCorp now seeks compensation for this billing error and has calculated the losses related to serving the Idaho Falls load during the Settlement Period in accordance with the filed rate, PacifiCorp Service Agreement #747.

A. Compensation for Losses Associated with BPA's Idaho Falls Load

1. The Parties agree to resolve their dispute and release each other of all claims related to the billing error associated with the provision of Schedule 10 losses for BPA's Idaho Falls NITSA load during the Settlement Period with a single lump sum payment made by BPA to PacifiCorp. The following payment operates as a release of all claims related to billing as described in Part B by PacifiCorp against BPA related to serving BPA's Idaho Falls NITSA load during the Settlement Period.
2. BPA will pay PacifiCorp \$3,596,999.76 (Settlement Amount) as compensation for losses PacifiCorp supplied to BPA in serving the Idaho Falls NITSA load during the Settlement Period. The basis for the Settlement Amount is provided in Attachment A to this Agreement and is consistent with the filed rate, PacifiCorp Service Agreement #747.
3. PacifiCorp will submit to BPA a separate invoice for the Settlement Amount within thirty (30) days of FERC's acceptance of this Agreement.

B. Release of Claims

This Agreement will operate as a full and complete release as between the Parties from all claims, demands, actions, suits, and causes of action related to this billing error and BPA's obligation to supply or compensate PacifiCorp for Schedule 10 losses associated with the Idaho Falls NITSA during the Settlement Period. This release shall apply despite the discovery of any new, different, or additional facts related to billing or charges during the Settlement Period unknown to any Party at the time it executed the Agreement. The terms in this paragraph will continue in full force and effect even after the Parties have complied with all other conditions in this Agreement, subject to the Parties in fact complying with all conditions in this Agreement. Nothing in this release shall prohibit or release any claims for breach of the representations, warranties, or covenants of this Agreement.

This Agreement is entered into for the purpose of settling a claim and is not, and may not be construed as, an admission of any sort by either party. This agreement is not precedent setting and may not be used to establish a course of dealing amongst the parties.

C. FERC Filing

PacifiCorp will file this Agreement with the Federal Energy Regulatory Commission (FERC) within sixty (60) days of the Parties' execution of this Agreement. BPA will not oppose PacifiCorp's filing, provided it accurately reflects this Agreement. The obligations under Part A and B of this Agreement shall only take effect following FERC's acceptance of this Agreement. If FERC rejects, or materially modifies this Agreement, neither party shall have any obligation to the other under this Agreement.

IT IS SO AGREED:

This Agreement may be executed in two counterparts, each of which is an original and which taken together constitute one and the same instrument. The Parties have executed this Agreement as of the last date indicated below.

PacifiCorp

By: /s/ Rick Vail

Name: Rick Vail

Title: VP, Transmission

BONNEVILLE POWER ADMINISTRATION

By: /s/ Kim Thompson

Name: Kim Thompson

Title: Vice President of Requirements
Marketing

ATTACHMENT A

Month	Year	Loss Qty	AVG LAP Sch 10 Amt
2016	Jul	1,709.38	\$48,202.54
	Aug	1,623.85	\$47,347.91
	Sep	1,092.96	\$26,459.94
	Oct	1,711.69	\$45,261.65
	Nov	1,690.82	\$37,310.02
	Dec	2,767.90	\$86,075.83
2016 Total		10,596.61	\$290,657.89
2017	Jan	2,906.83	\$76,745.82
	Feb	2,100.31	\$48,632.81
	Mar	1,718.41	\$22,328.38
	Apr	1,551.76	\$26,579.80
	May	1,483.63	\$31,292.89
	Jun	1,799.09	\$34,001.86
	Jul	2,032.80	\$60,028.35
	Aug	1,806.61	\$68,734.52
	Sep	1,594.84	\$49,746.16
	Oct	1,479.40	\$43,929.13
	Nov	1,931.08	\$51,361.73
	Dec	2,401.40	\$64,688.02
2017 Total		22,806.16	\$578,069.48
2018	Jan	2,515.23	\$65,037.79
	Feb	2,531.12	\$60,608.39
	Mar	2,308.75	\$50,491.00
	Apr	1,665.28	\$36,465.97
	May	2,062.13	\$34,923.32
	Jun	1,960.94	\$38,886.56
	Jul	2,314.04	\$81,382.41
	Aug	2,121.58	\$97,475.70
	Sep	1,391.38	\$39,324.87
	Oct	1,703.55	\$58,506.40
	Nov	1,975.18	\$76,703.16
	Dec	2,199.23	\$89,193.37
2018 Total		24,748.40	\$728,998.94
2019	Jan	2,667.90	\$83,140.61
	Feb	2,222.92	\$135,288.86
	Mar	1,815.83	\$67,544.23
	Apr	1,367.10	\$32,127.22
	May	1,531.51	\$30,532.89
	Jun	1,418.88	\$34,957.04
	Jul	1,732.52	\$44,865.05
	Aug	1,703.67	\$51,637.12
	Sep	1,332.59	\$39,444.76
	Oct	1,681.48	\$46,764.53
	Nov	2,024.89	\$64,794.71

	Dec	2,343.35	\$74,684.20
2019 Total		21,842.64	\$705,781.22
2020	Jan	2,388.96	\$56,234.33
	Feb	2,397.64	\$46,505.34
	Mar	1,683.28	\$35,582.07
	Apr	1,005.45	\$18,604.42
	May	1,318.03	\$21,245.66
	Jun	1,474.61	\$22,083.35
	Jul	1,833.15	\$42,101.26
	Aug	1,916.68	\$70,751.41
	Sep	1,458.55	\$37,529.95
	Oct	1,749.94	\$47,079.33
	Nov	2,205.66	\$56,098.33
	Dec	2,629.64	\$76,378.42
2020 Total		22,061.58	\$530,193.88
2021	Jan	2,813.90	\$64,551.16
	Feb	2,467.14	\$105,153.06
	Mar	2,102.91	\$53,154.77
	Apr	1,295.50	\$35,494.92
	May	1,309.82	\$36,904.75
	Jun	1,060.76	\$34,269.99
	Jul	1,599.37	\$75,031.68
	Aug	1,545.74	\$65,727.10
	Sep	1,285.08	\$69,864.27
	Oct	1,619.56	\$75,783.01
	Nov	1,687.48	\$62,012.53
	Dec	2,107.07	\$85,351.12
2021 Total		20,894.34	\$763,298.36
Grand Total		122,949.73	\$3,596,999.76

PacifiCorp Service Agreement 747
SETTLEMENT AGREEMENT AND
RELEASE

April 27, 2022

PacifiCorp
825 NE Multnomah
Portland, OR 97232

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In July 2016, BPA transitioned to taking service under PacifiCorp's Open Access Transmission Tariff. The Parties entered into a Network Integrated Transmission Service Agreement (NITSA) for service to BPA's customer, Idaho Falls; PacifiCorp Service Agreement #747 (Idaho Falls NITSA). Under the Idaho Falls NITSA, Section 7.4 (h), BPA is subject to Schedule 10, Real Power Losses. BPA may elect to provide losses either physically or settle losses financially. The Parties attempted to transition from physical to financial settlement of losses, however, the Parties failed to fully implement the transition, which resulted in incorrect billing, from July 1, 2016 through December 31, 2021, herein referred to as the "Settlement Period," where no losses were returned by BPA or billed to BPA.

PacifiCorp now seeks compensation for this billing error and has calculated the losses related to serving the Idaho Falls load during the Settlement Period in accordance with the filed rate, PacifiCorp Service Agreement #747.

A. Compensation for Losses Associated with BPA's Idaho Falls Load

1. The Parties agree to resolve their dispute and release each other of all claims related to the billing error associated with the provision of Schedule 10 losses for BPA's Idaho Falls NITSA load during the Settlement Period with a single lump sum payment made by BPA to PacifiCorp. The following payment operates as a release of all claims related to billing as described in Part B by PacifiCorp against BPA related to serving BPA's Idaho Falls NITSA load during the Settlement Period.
2. BPA will pay PacifiCorp \$3,596,999.76 (Settlement Amount) as compensation for losses PacifiCorp supplied to BPA in serving the Idaho Falls NITSA load during the Settlement Period. The basis for the Settlement Amount is provided in Attachment A to this Agreement and is consistent with the filed rate, PacifiCorp Service Agreement #747.
3. PacifiCorp will submit to BPA a separate invoice for the Settlement Amount within thirty (30) days of FERC's acceptance of this Agreement.

B. Release of Claims

This Agreement will operate as a full and complete release as between the Parties from all claims, demands, actions, suits, and causes of action related to this billing error and BPA's obligation to supply or compensate PacifiCorp for Schedule 10 losses associated with the Idaho Falls NITSA during the Settlement Period. This release shall apply despite the discovery of any new, different, or additional facts related to billing or charges during the Settlement Period unknown to any Party at the time it executed the Agreement. The terms in this paragraph will continue in full force and effect even after the Parties have complied with all other conditions in this Agreement, subject to the Parties in fact complying with all conditions in this Agreement. Nothing in this release shall prohibit or release any claims for breach of the representations, warranties, or covenants of this Agreement.

This Agreement is entered into for the purpose of settling a claim and is not, and may not be construed as, an admission of any sort by either party. This agreement is not precedent setting and may not be used to establish a course of dealing amongst the parties.

C. FERC Filing

PacifiCorp will file this Agreement with the Federal Energy Regulatory Commission (FERC) within sixty (60) days of the Parties' execution of this Agreement. BPA will not oppose PacifiCorp's filing, provided it accurately reflects this Agreement. The obligations under Part A and B of this Agreement shall only take effect following FERC's acceptance of this Agreement. If FERC rejects, or materially modifies this Agreement, neither party shall have any obligation to the other under this Agreement.

IT IS SO AGREED:

This Agreement may be executed in two counterparts, each of which is an original and which taken together constitute one and the same instrument. The Parties have executed this Agreement as of the last date indicated below.

PacifiCorp

By: **Rick Vail** Digitally signed by Rick Vail
Date: 2022.04.27 15:17:38
-07'00'

Name: Rick Vail

Title: VP, Transmission

**BONNEVILLE POWER
ADMINISTRATION**

By: _____

Name: Kim Thompson

Title: Vice President of Requirements
Marketing

ATTACHMENT A

Month	Year	Loss Qty	AVG LAP Sch 10 Amt
2016	Jul	1,709.38	\$48,202.54
	Aug	1,623.85	\$47,347.91
	Sep	1,092.96	\$26,459.94
	Oct	1,711.69	\$45,261.65
	Nov	1,690.82	\$37,310.02
	Dec	2,767.90	\$86,075.83
2016 Total		10,596.61	\$290,657.89
2017	Jan	2,906.83	\$76,745.82
	Feb	2,100.31	\$48,632.81
	Mar	1,718.41	\$22,328.38
	Apr	1,551.76	\$26,579.80
	May	1,483.63	\$31,292.89
	Jun	1,799.09	\$34,001.86
	Jul	2,032.80	\$60,028.35
	Aug	1,806.61	\$68,734.52
	Sep	1,594.84	\$49,746.16
	Oct	1,479.40	\$43,929.13
	Nov	1,931.08	\$51,361.73
	Dec	2,401.40	\$64,688.02
2017 Total		22,806.16	\$578,069.48
2018	Jan	2,515.23	\$65,037.79
	Feb	2,531.12	\$60,608.39
	Mar	2,308.75	\$50,491.00
	Apr	1,665.28	\$36,465.97
	May	2,062.13	\$34,923.32
	Jun	1,960.94	\$38,886.56
	Jul	2,314.04	\$81,382.41
	Aug	2,121.58	\$97,475.70
	Sep	1,391.38	\$39,324.87
	Oct	1,703.55	\$58,506.40
	Nov	1,975.18	\$76,703.16
	Dec	2,199.23	\$89,193.37
2018 Total		24,748.40	\$728,998.94
2019	Jan	2,667.90	\$83,140.61
	Feb	2,222.92	\$135,288.86
	Mar	1,815.83	\$67,544.23
	Apr	1,367.10	\$32,127.22
	May	1,531.51	\$30,532.89
	Jun	1,418.88	\$34,957.04
	Jul	1,732.52	\$44,865.05
	Aug	1,703.67	\$51,637.12
	Sep	1,332.59	\$39,444.76
	Oct	1,681.48	\$46,764.53
	Nov	2,024.89	\$64,794.71

	Dec	2,343.35	\$74,684.20
2019 Total		21,842.64	\$705,781.22
2020	Jan	2,388.96	\$56,234.33
	Feb	2,397.64	\$46,505.34
	Mar	1,683.28	\$35,582.07
	Apr	1,005.45	\$18,604.42
	May	1,318.03	\$21,245.66
	Jun	1,474.61	\$22,083.35
	Jul	1,833.15	\$42,101.26
	Aug	1,916.68	\$70,751.41
	Sep	1,458.55	\$37,529.95
	Oct	1,749.94	\$47,079.33
	Nov	2,205.66	\$56,098.33
	Dec	2,629.64	\$76,378.42
2020 Total		22,061.58	\$530,193.88
2021	Jan	2,813.90	\$64,551.16
	Feb	2,467.14	\$105,153.06
	Mar	2,102.91	\$53,154.77
	Apr	1,295.50	\$35,494.92
	May	1,309.82	\$36,904.75
	Jun	1,060.76	\$34,269.99
	Jul	1,599.37	\$75,031.68
	Aug	1,545.74	\$65,727.10
	Sep	1,285.08	\$69,864.27
	Oct	1,619.56	\$75,783.01
	Nov	1,687.48	\$62,012.53
	Dec	2,107.07	\$85,351.12
2021 Total		20,894.34	\$763,298.36
Grand Total		122,949.73	\$3,596,999.76