

February 21, 2023

VIA ETARIFF

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

RE: ***PacifiCorp*, Docket No. ER23-_____-000
Network Integration Transmission Service**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)¹, Part 35 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,² and Order No. 714³ regarding electronic filing of tariff submittals, PacifiCorp hereby tenders for filing the following jurisdictional agreement:

Service Agreement for Network Integration Transmission Service between Navajo Tribal Utility Authority, (“Navajo Tribal”), and PacifiCorp, dated January 27, 2023, to be designated as PacifiCorp First Revised Service Agreement No. 894 (“First Revised NITSA”) to PacifiCorp’s Volume No. 11 Open Access Transmission Tariff (“OATT”).

As discussed more fully below, PacifiCorp respectfully requests the Commission accept this agreement with an effective date of February 15, 2023.

1. Background and Reason for Filing

On August 1, 2018, in Docket No. ER18-2130, PacifiCorp filed with the Commission Service Agreement No. 894 under which PacifiCorp agreed to provide network integration transmission service to Navajo Tribal to serve its customers’ loads. The Commission accepted the filing, via letter order dated September 21, 2018, with an effective date of August 1, 2018.⁴

On January 27, 2023, PacifiCorp and Navajo Tribal executed the First Revised Service Agreement No. 894. The First Revised NITSA reflects mutually agreed upon edits to (i) Exhibit

1 16 U.S.C. § 824d (2018).

2 18 C.F.R. Part 35 (2022).

3 *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008), *order on reh’g*, Order No. 714-A, 147 FERC ¶ 61,115 (2014).

4 *PacifiCorp*, Letter Order, Docket No. ER18-2130-000 (September 21, 2018).

A, Designated Loads for Network Integration Service and (ii) Exhibit B, Network Resources Available to Transmission Customer. Accordingly, PacifiCorp respectfully requests that the Commission accept the Network Service Agreement, attached hereto, for filing.

2. Effective Date and Request for Waiver

The First Revised NITSA is being filed within 30 days of service commencement date (i.e., February 15, 2023). Therefore, in accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp respectfully requests an effective date of February 15, 2023 for the First Revised NITSA.

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

3. Designation

PacifiCorp requests that the First Revised NITSA be designated as PacifiCorp First Revised Service Agreement No. 894.

4. Enclosures

The following enclosures are attached hereto:

Enclosure 1 Service Agreement for Network Integration Transmission Service between PacifiCorp and Navajo Tribal, to be designated as PacifiCorp First Revised Service Agreement No. 894

Enclosure 2 Redline of Service Agreement No. 894 as compared to the First Revised Service Agreement No. 894

5. Communications

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

Robert Eckenrod
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 2000
Portland, OR 97232
(503) 367-7259
Robert.Eckenrod@PacifiCorp.com

Rick Vail
Vice President, Transmission
PacifiCorp
825 N.E. Multnomah, Suite 1600
Portland, OR 97232
(503) 813-6938
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:

Venigalla Srinivasa
Navajo Tribal Utility Authority
HWY 12, PO Box 170
Fort Defiance, AZ 86504
SrinivasaV@ntua.com

Utah Public Service Commission
Heber M. Wells Building
160 East 300 South
Salt Lake City, UT 84114
psc@utah.gov

7. Conclusion

Wherefore, for the reasons discussed herein, PacifiCorp respectfully requests that the Commission accept First Revised NITSA for filing under PacifiCorp's OATT with an effective date of February 15, 2023.

Respectfully Submitted,

/s/ Robert Eckenrod

Robert Eckenrod
Attorney for PacifiCorp

Enclosure 1

**Form of Service Agreement For
Network Integration Transmission Service**

- 1.0 This Service Agreement, originally dated as of July 18, 2018, revised January 27, 2023 is entered into, by and between PacifiCorp ("Transmission Provider"), and the Navajo Tribal Utility Authority ("Transmission Customer") for the provision of Network Integration Transmission Service. This Service Agreement supersedes and replaces Service Agreement No. 894. This agreement will be filed with the Commission as First Revised Service Agreement No. 894.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under PacifiCorp's Open Access Transmission Tariff (the "Tariff").
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) February 15, 2023, or (2) such other date as it is permitted to become effective by the Commission. The Transmission Customer shall provide notice to the Transmission Provider at least twelve months in advance of any termination date. Service shall continue through December 31, 2057.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Service Agreement using the designated Network Resources described in Exhibit B to this Service Agreement or such other designated Network Resources as the Transmission Customer may later designate in accordance with the Tariff.

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

Transmission Provider:

US Mail Deliveries: PacifiCorp Transmission Services
Attn: Central Cashiers Office
PO Box 2757
Portland, OR 97208-2757

Other Deliveries: Central Cashiers Office
Attn: PacifiCorp Transmission Services
825 NE Multnomah Street, Suite 550
Portland, OR 97232

Phone Number: 503-813-6774

Transmission Customer:

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

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

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

Transmission Provider:

By: **Rick Vail** Digitally signed by Rick Vail
Date: 2023.01.27 05:34:14
-08'00' VP, Transmission 01/27/2023
Name Title Date

Transmission Customer:

By: *Walter W. Hance* General Manager 01/26/2023
Name Title Date

RLS

**Designated Loads For
Network Integration Transmission Service**

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

Metered Load Points	Transmission Voltage	Meter Location
Aneth (McCracken)	69 kV	McCracken Metering Street, Moab, UT
Bluff 3-Phase	12.47 kV	1656 N 3351 W, Bluff, UT
Bluff Single Phase East	7,200 kV	1713 N 3119 W, Bluff, UT
Havasu circuit 21 - 3 Phase	12.47 kV	2559 N 1122 W, Blanding, UT
Havasu-Single Phase	7,200 kV	2686 N 2005 W, Blanding, UT
Havasu-Single Phase	7,200 kV	2584 N 1149 W, Blanding, UT

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

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

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

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

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Delivering Party: Transmission Customer

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

Receiving Party: Transmission Customer

Calculation instructions shall be measured pursuant to the following formulas:

Total Metered] Load = Red Mesa Solar Generation Meter - Metered Load Points (Net)

- 5.0 Designation of party(ies) subject to reciprocal service obligation: Transmission Customer

- 6.0 Name(s) of any Intervening Systems: None

- 7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

- 7.1 Transmission Charges for Network Integration Transmission Service:

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

- 7.2 Redispatch Charges for Network Integration Service:

The Transmission Provider reserves the right to charge for Transmission Customer's portion of any redispatch costs, which shall be equal to the ratio of the Transmission Customer's hourly load (including its

designated Network Load not physically interconnected with Transmission Provider under Section 31.3 of the Tariff) coincident with the Transmission Provider's Monthly Transmission System Peak, in accordance with section 33.3 of the Tariff.

7.3 Direct Assignment Facilities Charge: None

7.4 Ancillary Services Charges:

a) Scheduling, System Control and Dispatch Service

Only to the extent required pursuant to Schedule 1 of the Tariff.

b) Reactive Supply and Voltage Control from Generation Sources Service

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

c) Regulation and Frequency Response Service

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

d) Generator Regulation and Frequency Response Service

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

e) Energy Imbalance Service

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

NTUA Resources = Red Mesa Solar BSAP + NTUA CRSP tags - UAMPS Tag

f) Operating Reserve - Spinning Reserve Service

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

g) Operating Reserve - Supplemental Reserve Service

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

h) Generator Imbalance Service

Only to the extent required pursuant to Schedule 9 of the Tariff.

i) 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.

j) Unauthorized Use of Transmission Service

Only to the extent required pursuant to Schedule 11 of the Tariff.

8.0 Optional Waiver of Jury Trial:

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

9.0 Successors and Assigns

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

Exhibit B

Network Resources Available to Transmission Customer

The available Network Resources include firm contracts with Western Area Power Administration (Contracts No. 87-SLC-0013 & 17-SLC-0870) and Transmission Customer's Red Mesa Solar generator located in Southeast Utah.

RLS

Exhibit C

Network Facility Transmission Credit

There are no facilities providing a Network Facility Transmission Credit.

RLS

Enclosure 2

**Form of Service Agreement For
Network Integration Transmission Service**

- 1.0 This Service Agreement, originally dated as of July 18, 2018, revised January 27, 2023 is entered into, by and between PacifiCorp ("Transmission Provider"), and the Navajo Tribal Utility Authority ("Transmission Customer") for the provision of Network Integration Transmission Service. This Service Agreement supersedes and replaces Service Agreement No. 894. This agreement will be filed with the Commission as First Revised Service Agreement No. 894.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under PacifiCorp's Open Access Transmission Tariff (the "Tariff").
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) ~~August 1~~February 15, 20182023, or (2) such other date as it is permitted to become effective by the Commission. The Transmission Customer shall provide notice to the Transmission Provider at least twelve months in advance of any termination date. Service shall continue through December 31, 2057.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Service Agreement using the designated Network Resources described in Exhibit B to this Service Agreement or such other designated Network Resources as the Transmission Customer may later designate in accordance with the Tariff.
- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.
- 7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which

it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.

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

Transmission Provider:

US Mail Deliveries: PacifiCorp Transmission Services
Attn: Central Cashiers Office
PO Box 2757
Portland, OR 97208-2757

Other Deliveries: Central Cashiers Office
Attn: PacifiCorp Transmission Services
825 NE Multnomah Street, Suite 550
Portland, OR 97232

Phone Number: 503-813-6774

Transmission Customer:

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

| ~~10.0~~11.0 The Tariff is incorporated herein and made a part hereof.

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

Transmission Provider:

By: /s/ Rick ~~Vail~~ vail VP, Transmission ~~7/18/18~~
01/27/2023
Name Title Date

Transmission Customer:

By: /s/ Walter W. Haase, ~~P.E.~~ General Manager ~~07/09/18~~
01/26/2023
Name Title Date

**Designated Loads For
Network Integration Transmission Service**

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

<u>Network Metered Load Points</u>	<u>Transmission Voltage</u>	<u>Meter No.- Location</u>
Aneth (San Juan <u>McCracken</u>)	69 kV	38650489 <u>McCracken Metering Street, Moab, UT</u>
Bluff 3-Phase	12.47 kV	35937590 <u>1656 N 3351 W, Bluff, UT</u>
Bluff Single Phase <u>East</u>	7,200 kV	35826460 <u>1713 N 3119 W, Bluff, UT</u>
Havasu circuit 21 <u>- 3 Phase</u>	12.47 kV	35798307 <u>2559 N 1122 W, Blanding, UT</u>
Two Havasu-Single Phase	7,200 kV	35926459 & 35826465 <u>2686 N 2005 W, Blanding, UT</u>
<u>Havasu-Single Phase</u>	<u>7,200 kV</u>	<u>2584 N 1149 W, Blanding, UT</u>

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

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

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

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

Delivering Party: Transmission Customer

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

Receiving Party: Transmission Customer

Calculation instructions shall be measured pursuant to the following formulas:

Total Metered] Load = Red Mesa Solar Generation Meter - Metered Load Points (Net)

- 5.0 Designation of party(ies) subject to reciprocal service obligation: Transmission Customer

- 6.0 Name(s) of any Intervening Systems: None

- 7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

- 7.1 Transmission Charges for Network Integration Transmission Service:

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

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The Transmission Provider reserves the right to charge for Transmission Customer's portion of any redispatch costs, which shall be equal to the ratio of the Transmission Customer's hourly load (including its designated Network Load not physically interconnected with Transmission Provider under Section 31.3 of the Tariff) coincident with the Transmission Provider's Monthly Transmission System Peak, in accordance with section 33.3 of the Tariff.

7.3 Direct Assignment Facilities Charge: None

7.4 Ancillary Services Charges:

a) Scheduling, System Control and Dispatch Service

Only to the extent required pursuant to Schedule 1 of the Tariff.

b) Reactive Supply and Voltage Control from Generation Sources Service

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

c) Regulation and Frequency Response Service

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

d) Generator Regulation and Frequency Response Service

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

e) Energy Imbalance Service

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

[NTUA Resources = Red Mesa Solar BSAP + NTUA CRSP tags - UAMPS Tag](#)

f) Operating Reserve - Spinning Reserve Service

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

g) Operating Reserve - Supplemental Reserve Service

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

h) [Generator Imbalance Service](#)

[Only to the extent required pursuant to Schedule 9 of the Tariff.](#)

i) ~~h)~~ [Real Power Losses](#)

Network Service provided under this agreement shall be assessed real power losses pursuant to Section 28.5 and Schedule 10 of the Tariff.

j) [Unauthorized Use of Transmission Service](#)

[Only to the extent required pursuant to Schedule 11 of the Tariff.](#)

8.0 Optional Waiver of Jury Trial:

 (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.

9.0 Successors and Assigns

Transmission Provider may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Transmission Provider is a party. Affiliate includes any entity in which Berkshire Hathaway Inc. owns more than a 5% interest, over which Berkshire Hathaway Energy exercises management control, or which is listed on an exhibit to this Agreement. Transmission Customer shall not assign its

rights, nor delegate its obligations, under this Agreement without the prior written consent of Transmission Provider, and any attempted transfer in violation of this restriction shall be void.

Network Resources Available to Transmission Customer

The available Network ~~Resource is a~~Resources include firm ~~contract~~contracts with Western Area Power Administration (~~Contract~~Contracts No. 87-SLC-0013) ~~—~~ & 17-SLC-0870) and Transmission Customer's Red Mesa Solar generator located in Southeast Utah.

Exhibit C

Network Facility Transmission Credit

There are no facilities providing a Network Facility Transmission Credit.