



Oregon Direct Access Choice Program ESS Handbook

For Electricity Service Suppliers

**Version 4.1
November 2007**

This document represents the best available information at the time of its publication. However, conditions are evolving and will likely change during the course of this program. For the latest information, please contact PacifiCorp's Electricity Service Supplier (ESS) Relations Department or visit PacifiCorp's Website at www.pacificorp.com/directaccess or Refer to PacifiCorp's Oregon Rule 21.

Agreements herein are not executable.
For executable documents, contact the Company's ESS Relations Department.

For information on PacifiCorp's Direct Access Program, please contact

Customer Services, ESS Relations

Fax: (503) 813-7333

E-mail: ESSInfo@Pacifcorp.com

pacificpower.net

PacifiCorp
ESS Relations Department
1900 SW Fourth Ave.
Portland, OR 97201

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I. Overview

Program basics

The Oregon Direct Access Program for non-residential customers has two categories each with a different set of end-use customers. These categories are:

- Large nonresidential – Nonresidential consumer whose kW demand at any point of delivery is greater than 30 kW during any two months within a prior 13-month period, or any different level of consumption as may be established by the Commission pursuant to the proceeding identified in OAR 860-038-0080(5)(a).
- Small nonresidential – Nonresidential consumer that is not a large nonresidential consumer.

The Company will provide metering services for the programs and will make available usage information to the ESS.

The program began on March 1, 2002.

For the latest Rules and Policies, please contact the Oregon Public Utility Commission (www.puc.state.or.us) and visit our Regulation web site (<http://www.pacificorp.com/navigation/navigation2797.html>) under Oregon Rule 21.

Labeling Requirements

All ESSs participating in the Oregon Direct Access Program are required to provide price, power source and environmental impact information for each service or product they offer to consumers. Please refer to OPUC OAR 860-038-0300 (www.puc.state.or.us) for more information and format details. An ESS must also provide a URL address, if available, for a worldwide web site that displays the power source and environmental impact information for the products sold to consumers.

Responsibilities

In addition to observing all applicable laws, rules and regulations, the ESS and the Company each have responsibilities under the Oregon Direct Access Program.

The ESS is responsible for:

- Procuring or generating electricity and delivering it to the Company's system.
- Meeting the terms of the ESS's Service Agreement and/or the Scheduling ESS Operating Agreement with the Company.
- Either contracting with a Scheduling ESS or becoming certified as a scheduling ESS.

The Company is responsible for:

- Delivering the ESS's electricity from the designated delivery point on the Company's transmission system to the end-use customer.
- All reading, service and maintenance of meters.
- Maintenance of the distribution system.
- Outage response.
- Receiving and responding to customer service calls.
- Providing information on load profiles.
- Providing up to 12 months of history on specific customer usage per the customer's authorization.

Confidentiality

All Company customer information systems are secure, and employees are committed to ensuring a high standard of confidentiality. Although the Company will do business with more than one ESS, Company employees will not share confidential information with or about any ESS.

Web site

This handbook represents the best information at the time it was printed. However, changes to the information in this document are likely. The Company maintains a Web site to provide more current information. Please visit www.pacificorp.com to view this information.

II. Setting up an account

Certification

Before participating in the Company's Direct Access program, you must be certified by the OPUC to operate within the Company's service territory. There are two levels of certification:

- Scheduling ESS
- Non-Scheduling ESS

Please contact the OPUC for the certification process.

Prerequisites

Before you set up an account with us, you will need to meet certain requirements. You will need:

- Certification from the Oregon Public Utility Commission (OPUC).
- For all ESSs (scheduling and nonscheduling), an executed Service Agreement with PacifiCorp.
- For all ESSs, to meet PacifiCorp credit requirement and establish credit worthiness.
- For an entity providing only scheduling services to a nonscheduling ESS, an executed Scheduling ESS Operating Agreement with PacifiCorp.

- For all ESSs, an executed Transmission Agreement with our Transmission Department (note: this process could take up to 60 days).
- To have read and meet PacifiCorp's EDI Guidelines.
- To pay the Company's application, EDI testing and customer historical data request fees under Schedule 600.

Scheduling ESS

The scheduling ESS is responsible for submitting balanced hourly schedules of resources and loads to the Company and for ensuring that all arrangements for transmission and ancillary services are in place both with the Company and with any third parties.

A nonscheduling ESS will need to contract either a scheduling ESS or a control area operator to perform the daily pre-scheduling, scheduling and imbalance settlement functions for the nonscheduling ESS. A control area operator performing these duties will be treated as a scheduling ESS and will also be required to sign the Company's Scheduling ESS Operating Agreement.

The Scheduling ESS Operating Agreement defines the obligations of the parties and the settlement arrangements.

III. How to establish a Direct Access relationship with the Company

In addition to OPUC’s Certification, every ESS applicant, Scheduling and Non-Scheduling, must execute the following agreements:

- An ESS Service Agreement, providing full Direct Access services to Customers (see attached Service Agreement for detail) and a Transmission Agreement (see attached Transmission Agreement for detail).
- A Scheduling ESS Operating Agreement, providing only scheduling services to Nonscheduling ESSs (see attached Scheduling ESS Operating Agreement for detail).

Establishing creditworthiness

Each ESS must fill out a credit application and establish creditworthiness with the Company. To establish creditworthiness, please refer to PacifiCorp’s Oregon Rule 21, Credit Requirement XIII, Section C, Items 1 to 4.

Process for establishing a Direct Access relationship

Oregon Public Utility Commission’s Responsibilities	Electricity Service Supplier’s Responsibilities	ESS Relations Department’s Responsibilities
<p>Step 1: The Commission will review ESS’s application and certify the applicant as either a Scheduling ESS or a Non-Scheduling ESS.</p> <p>If you have any questions, please contact:</p> <p>PacifiCorp ESS Relations Department 1900 SW Fourth Ave. Portland, OR 97201 ESSInfo@pacificorp.com Fax: (503) 813-7333</p>	<p>Step 2: Contact a PacifiCorp ESS relations representative and request Services Agreements information.</p> <p>Step 4: Read thoroughly the documents in the information packet, complete all required forms and provide the required information from Section III B of Rule 19. Return the completed forms and supporting documentation to PacifiCorp ESS Relations for processing.</p>	<p>Step 3: The ESS Relations Department will direct you to PacifiCorp’s web site to obtain the necessary ESS Relations Information Packet. This contains all necessary forms and materials to initiate the certification process.</p> <p>Step 5: PacifiCorp will process your paperwork within 30 days. If the company requires additional information to verify the application or resolve issues, the Company will respond to the ESS within 7 days of receipt of materials.</p>

Electricity Service Supplier Information Form

Business Name (spell out)		
<hr/>		
DUNS # (required)	OPUC Certification	
<hr/>		
Business Street Address		
<hr/>		
City	State	Zip
<hr/>		
Mailing Street Address		
<hr/>		
City	State	Zip
<hr/>		
Contact Name	Phone	
<hr/>		
Title	Fax	
<hr/>		
E-mail Address	Web Site	
<hr/>		
Alternate Contact	Phone	

Please complete if you are not providing scheduling service

Scheduling ESS(s)		
<hr/>		
Scheduling ESS DUNS # (required)	Scheduling ESS OPUC Certification #	
<hr/>		
Scheduling ESS Address		
<hr/>		
Scheduling ESS Phone	Fax	

Return to PacifiCorp, ESS Relations Dept., 1900 SW Fourth Ave., Portland, OR 97201.
Or fax to (503) 813-7333.
Form ESS Info 1

Electricity Service Supplier Credit Application

Business Name	Telephone	
Address		
Date Established	Present Mgmt. Since	Taxpayer ID #
Partnership, Sole Ownership, C Corp., or S Corp.		DUNS #
Other (explain)		

Ownership

Name	Address	% Ownership
1)		
2)		
3)		

Financial information

Please attach the applicant's two most recent fiscal year-end financial statements and most recent interim statement in their entirety.

Does the applicant or its parent have a bond or credit rating from one of the rating services? If so, what is its rating? From which rating service?

Name and address of applicant's financial contact

Applicant's e-mail address

Bank name, address and loan officer name and phone number

Return to PacifiCorp, ESS Relations Dept., 1900 SW Fourth Ave., Portland, OR 97201.
Or fax to (503) 813-7333.
ESS Credit Form Page 1

ESS Credit Application - continued

Estimated Monthly Billing

ESS Consolidated Billing

PacifiCorp Consolidated Billing

Separate Billing

Total

Representations

Has this company ever filed for bankruptcy? (If yes, when? Have you emerged? List dates.)

Do you have any pending litigation, judgements or liens? (If so, explain.)

Do you have any defaults under your loan agreements? (If so, explain.)

Signature

I have answered the questions in this application fully and truthfully. I understand that PacifiCorp or its authorized representative may check my company's credit record and any statement I have made, including bank confirmation. Additional credit information may be required such as pro forma financial statements, etc.	

Signature	
_____	_____
Print Name	Date

Title	

PacifiCorp will treat all information as confidential and for use only to make a credit evaluation. PacifiCorp will decide, at its sole discretion, the acceptability of the applicant, its credit level and any collateral requirements.	

Return to PacifiCorp, ESS Relations Dept., 1900 SW Fourth Ave., Portland, OR 97201.
Or fax to (503) 813-7333.
ESS Credit Form Page 2

IV. Obtaining customer information

Usage

The Company will release specific information regarding customer usage at the request of the end-use customer. After receiving a request from a customer, the Company will verify the customer's authorization and send the information to the customer or, if the customer requests it, to the designated ESS. To see Company's Oregon Schedule 600 for applicable fee, please go to www.pacificorp.com/Regulatory_Rule_Schedule/Regulatory_Rule_Schedule15514.pdf

Payment history

With the customer's written consent, the Company will release 12 months of customer payment history. See Company's Oregon Schedule 600 for applicable fee.

The Customer Information Release Form for payment history and energy usage history (following page) can be used to request customer information.

Customer Information Release Form

Please choose one or both: Payment history Historical energy usage

Authorization. PacifiCorp's customer of record described below hereby authorizes the third party described below to request and receive customer billing information and/or usage information. Customers may also authorize PacifiCorp to release the requested customer information to the third party.

PACIFICORP CUSTOMER OF RECORD

Name

Address

City, State, ZIP

Title of signatory

Signature **X**

Date signed

THIRD PARTY INFORMATION

Name

Address

City, State, ZIP

Telephone number

Fax number

CUSTOMER ACCOUNT NUMBER

SERVICE ACCOUNT NUMBER

Agreement 1

Agreement 2

Agreement 3*

SERVICE ADDRESS

Agreement 1

Agreement 2

Agreement 3*

I release, hold harmless, and indemnify PacifiCorp from any liability, claims, demand, cause of action, damages, or expenses resulting from authorized use of this information by my agent and consultant. I further certify that my agent and/or consultant has authority to act on my behalf and request the release of information for the accounts listed on this form. I understand that I may cancel this authorization at any time by submitting a request in writing. I authorize the above-named third party to act as a consultant and perform the following specific acts and functions: Request and receive billing records and history of my account(s), as specified above, basic existing meter information, and services furnished by PacifiCorp.

AUTHORIZATION

I authorize the release of my account information (signature required):

X

*For more than three agreements (meters), please provide information on an attached sheet. Return to PacifiCorp, ESS Relations Dept., 1900 SW Fourth Ave., Portland, OR 97201. Or fax to (503) 813-7333.
Payment Info Request Form

V. Setting up electronic data transfer capabilities

Electronic data interchange (EDI) is the application-to-application transfer of business documents between computers. EDI is not the same as sending information through electronic mail (e-mail) or file-sharing by network, modem or bulletin board.

The ESS and the Company do not need identical document processing systems for EDI to be possible. However, the computer applications of both the sender and receiver (the “trading partners”) must be able to recognize the format of the document transferred between them. When the trading partners exchange information, the EDI translation software automatically changes the document into the recipient’s document format.

See the EDI Guideline for a general technical information sheet and detailed transaction mapping information specific to each transaction set relevant to the relationship. The Company currently supports DASR forms (form 814) and electric utility invoices (form 810).

To facilitate direct access transactions including the exchange of DASRs and customer billing, the Company will accept EDI over a Value Added Network (VAN). The ESS may initiate EDI transfer or use a third-party service provider. A few points to keep in mind:

- The ESS and the Company must both maintain a complete document log of all EDI transactions sent and received to and from the other party. Documents contained in the document logs must be retrievable in readable form, and each party will store the document log for four years and will make it available to the other party on request.
- Both the ESS and the Company must maintain equipment and procedures to keep the EDI process secure. The information is considered confidential by both sides except as required to be disclosed by law or regulatory authority. Confidential information will be held in confidence by the recipient

and will be disclosed only to those employees or authorized representatives who require access in the performance of their duties to the recipient.

- The communications standard the Company uses is the American National Standards Institute Business Data Interchange Standard (currently ANSI ASC X 12). The standard defines how the data is segmented and coded during transmission.
- EDI conventions are governed by ANSI ASC X 12 and the Utility Industry Group (UIG) implementation guides.

General guidelines

- An Electronic Funds Transfer (EFT) Agreement and data encryption is mandatory for all EDI transactions associated with funds transfers. An agreement must be signed before EDI transactions can move from test phase to production.
- Unless negotiated otherwise, Value-Added Network (VAN) charges will be allocated as follows: the partner sending is responsible for all transmission charges; the partner receiving the information is responsible for all receiving charges.
- Functional acknowledgments (997s) are required for all transactions and must be in the same standards version as the original document. Functional acknowledgments must be received within 48 hours of sending to ensure timely error detection.
- Incoming transactions that violate ANSI ASC X.12 standards will be rejected.

EDI implementation begins with the receipt of a completed and accepted EDI Trading Partner Questionnaire, Electronic Interchange Agreement and Electronic Data Interchange Payment Agreement. Upon completion of the technical

setups, which can take up to 48 hours to complete, an EDI business associate will phone confirmation to the EDI contact supplied by the ESS. At that time, testing procedures and schedules will be discussed and scheduled. PacifiCorp generally requires three successive successful test processing cycles before a trading partner is cycled to production status.

Customer billing and remittances policies

810 Bills

The Company sends 810 utility bill transactions each weekday between 1 a.m. and 3 a.m. The Company requires functional acknowledgments back within 48 hours after the ESS receives the 810 transaction.

810 Bill Ready Data

For Utility and ESS Consolidated Bills, the non-bill generator will send invoice line items (bill ready data) to the billing provider for incorporation into its statement. 810 transactions will be used and sent between 1 a.m. and 3 a.m. when customer invoicing is required. A functional acknowledgment is required back within 48 hours after the transaction is received.

Electronic Fund Transfer

The Company expects payment from an ESS on or before the invoice due date. The Company currently employs the Electronic Funds Transfer via the ACH with the CTX format using the 820 Utility Industry Group (UIG)-approved transaction set through the Company's EDI bank.

The Company's system will not allow reverse debit or negative payments to deduct from the balance on the Company's bank account. A credit on an account must be transferred to another account by calling the Company's ESS Relations Department. The Company will not accept adjustment ADX segments or loops. The Company's policy will be to reject reverse payment and ADX segments and/or transactions even if the Company acknowledged having received the transaction. The Company does not match unidentified EDI payments to invoices. If you dispute any billing item please contact the Company's ESS representative.

VI. Processing the Direct Access Service Request (DASR)

General guidelines

To enter a customer into the Company's Direct Access Program, the ESS fills out a Direct Access Service Request (DASR) and transmits it through EDI to the Company.

A DASR is materially incomplete if it does not contain the following information:

- The customer's name
- Current customer agreement number
- PacifiCorp's unique location identifier (POD/Service ID)
- Service address
- Billing option
- Name of the new supplier that will be supplying the service
- Requested effective date of change of supplier
- Customer's transmission provider
- Customer's ancillary service provider

Complete field and segment information requirements are detailed in PacifiCorp's EDI Guideline. The Company will process DASRs as we received them. If multiple DASRs for the same customer are received during the same meter reading cycle, the Company will process the latest DASR received. The Company will acknowledge receipt of the DASR to the ESS.

The Company will reject a DASR for the following reasons:

- DASR is incomplete
- DASR information is inaccurate
- The effective date is prior to March 1, 2002
- The effective date is less than 13 business days from the date of submission

- Either the ESS or its Scheduling ESS is not certified by OPUC
- Either the ESS or its Scheduling ESS does not have the valid service agreements with the Company
- The ESS's account is not current with the Company
- For additional reasons, see PacifiCorp's Oregon Rule 21, Section VI.C

If the DASR is rejected for any reason, the Company will notify the ESS of the reasons for rejecting the DASR.

Enrollment will become effective as stated in the DASR (see OPUC OAR 860-038-0445 for detail), if the DASR is submitted to the Company at least thirteen business days before the effective date.

If the effective date of the ESS does not coincide with the Company's established meter reading schedule, the new ESS will pay the Company the applicable tariffed charges (see Schedule 600) to the Company necessary to accommodate an off-cycle meter reading.

Metering

An ESS can request a non-standard meter to be installed at the customer's facility. Please refer to OPUC OAR 860-038-0360 for more detail.

Changing ESSs

A new account will be opened when the customer switches from one ESS to another or when the customer changes billing options. For switching ESS, the Company will follow the same procedure as for new enrollment. For changing the billing option with the same ESS, the closing and opening meter readings will be taken on the day of the switch.

Terminating and disconnecting

ESSs may not request the Company to disconnect service to customers. ESSs may terminate service to the Customer with notice to the Company and Customers. Please refer to the OAR 860-480-0420 and OAR 860-480-0445 for more details.

The Company will perform all disconnect services in accordance with PacifiCorp's Rule 11. The Company will not disconnect for non-payment of bills issued by the ESS.

Process

The process for connecting a full-service customer to direct access is as follows:

- The ESS sends the Company a DASR via EDI. Within three days of receipt, the Company sends the ESS an acknowledgment that the DASR has been either approved, rejected or pending.
- If accepted, the Company will send the ESS notice that the DASR has been accepted and the date the switchover to direct access will be implemented.

- If the DASR is not accepted, the Company will send a rejection notice and the reason for the rejection. The ESS will have to rectify the condition which caused the rejection and submit a new DASR.
- If the DASR is pending, usually in cases involving a meter change request, the Company will contact the ESS to make arrangements.

EDI enrollment

ESS will use an EDI 814 transaction for customer enrollment and changes. Once the enrollment is accepted or rejected an 814 document will once again be transmitted to the customer's ESS. Please note that EDI receiver/sender identifications and customer account numbers (customer service number) must always accurately reflect the transmitting/receiving parties. Also note that the Company's EDI policy requires all normal and standard 997 traffic associated with any and all EDI transmissions. For complete 814 segments and codes see PacifiCorp's EDI Guideline.

VII. Transmission and Power Arrangements

Load data

For each customer for whom PacifiCorp accepts a completed DASR, the Company will provide to the ESS either historical hourly load data, if available, or a class customer load profile which would be appropriate for that customer. The Scheduling ESS is responsible for forecasting its load requirements, including losses, and scheduling energy to the Company's control area in amounts to meet that forecasted load and losses, in accordance with generally accepted regional scheduling practices.

Loss replacement

Energy delivered to the Company's control area boundary must be sufficient to serve both the load and the associated losses. Losses are based on a percentage of the load and recent historical experience. The loss percentage factor should be applied to the load forecast when determining hourly energy requirements. Loss factors may be changed from time-to-time by the Company when warranted by experience and will be published in the Company's tariffs.

Transmission

The ESS must request and purchase network transmission service across PacifiCorp's transmission facilities from the point of delivery on the Company's control area to the load under the Company's Open Access Transmission Tariff (OATT) as filed with the Federal Energy Regulatory Commission (FERC). Transmission across other company's facilities is not included in this rate and must be purchased directly from any such other company. Transmission service for these loads must be requested via the Company's Open-Access Same Time Information System (OASIS) specifying "transmission for direct access."

Ancillary services

In addition to transmission service, the FERC also requires transmission customers to either purchase ancillary services from the Company under the OATT or to "self-provide" some of them. In either case, all six of these ancillary services must be provided and accounted for. This section discusses how self-provision may or may not be accomplished under Direct Access.

- 1. Scheduling System Control and Dispatch Service.** The OATT does not allow for self-provision of this service. This service must be purchased from the Company under Schedule 1 of its OATT.
- 2. Reactive Supply and Voltage Control from Generation Resources Service.** The OATT does not allow for self-provision of this service. This service must be purchased from the Company under Schedule 2 of its OATT.
- 3. Regulation and Frequency Response Service.** The Company will charge for this service under Schedule 3 of its OATT, unless the ESS chooses to self-provide this service.
 - Self-provision of this service may be accomplished by "moving" the load into another control area via interchange metering. While this avoids the PacifiCorp OATT charges for this service, it is most likely that the new control area will charge for this service under its own OATT. At any rate, the shifting of the load into another control area requires the addition of new metering and telemetry and the approval of all involved control areas.
- 4. Energy Imbalance Service.** The Company will settle imbalance energy accounts with scheduling ESSs under Schedule 4 of its OATT, unless an ESS chooses to self-provide this service.
 - Self-provision of this service may be accomplished by "moving" the load into another control area as described above.

5. Operating Reserve-Spinning Reserve

Service. The Company will charge for this service under Schedule 5 of its OATT, unless the ESS chooses to self-provide this service.

- Self-provision of this service may be accomplished by “moving” the load into another control area as described above, or
- This service will automatically be self-provided when resources for direct access service are delivered via firm interchange schedules from an adjacent control area.

6. Operating Reserve-Supplemental Reserve

Service. The Company will charge for this service under Schedule 6 of its OATT, unless the ESS chooses to self-provide this service.

- Self-provision of this service may be accomplished by “moving” the load into another control area as described above.
- This service will automatically be self-provided when resources for direct access service are delivered via firm interchange schedules from an adjacent control area.
- Direct Access loads which are declared as interruptible may qualify as self-providing this Supplemental Reserve Service, if appropriate equipment is installed to allow the Company’s dispatchers to trip the load under certain conditions.

Scheduling timeline

Pre-schedules for transmission of energy to serve direct access loads must be communicated to the Company’s transmission schedulers in a timely manner in accordance with the OATT and regionally accepted scheduling practices.

Telephone contact with verification by fax will be the accepted means of pre-schedule submission until electronic scheduling becomes available on the OASIS Web site or via the NERC tagging system.

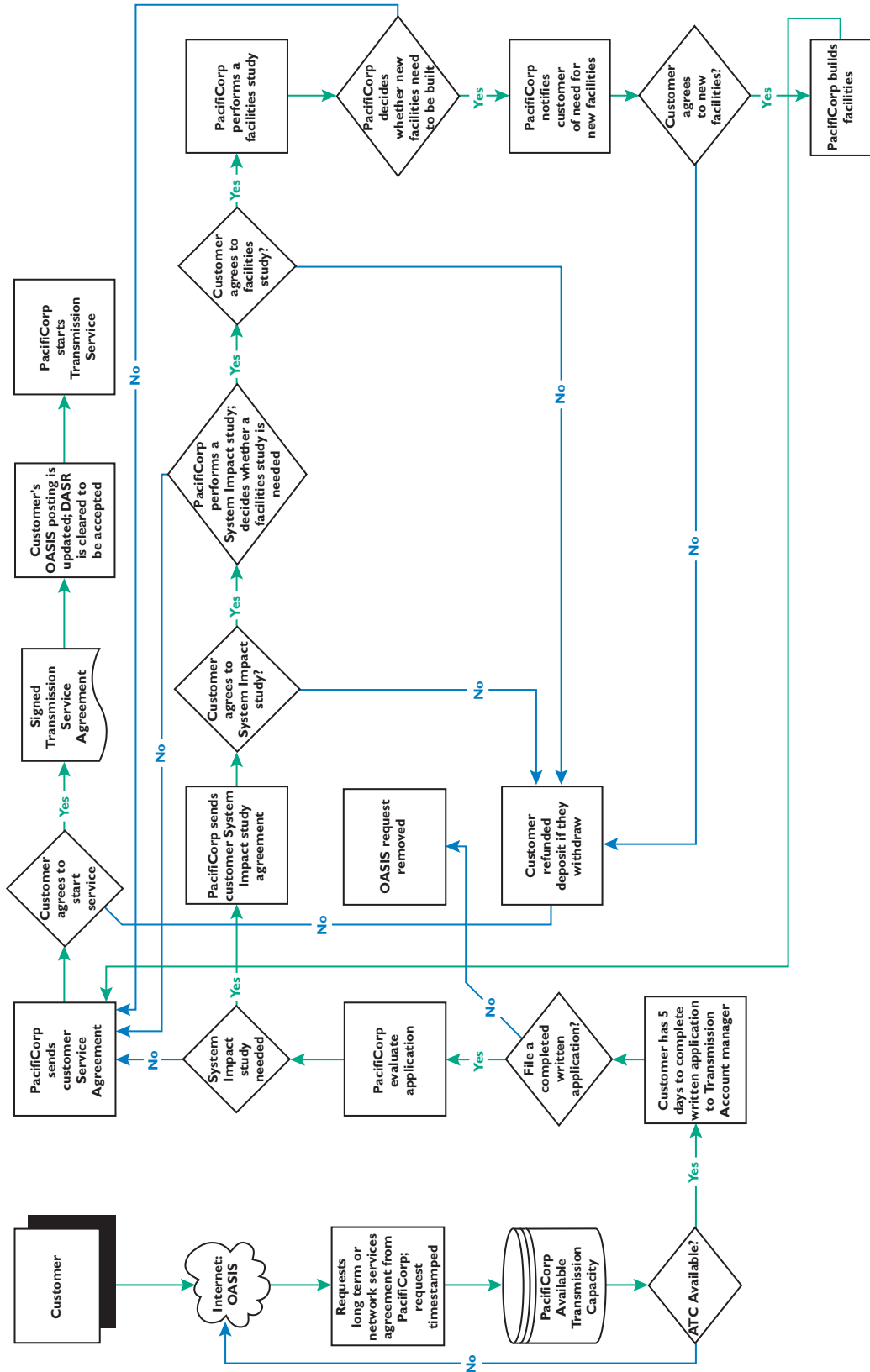
Imbalance accounting and settlements

Despite best efforts for accuracy in forecasting loads, it is nearly a certainty that there will be an imbalance every hour between actual demand (actual load plus losses) and scheduled resources. Settlements for such imbalance energy will be settled on a financial basis between PacifiCorp and the scheduling ESS in accordance with Company tariffs. Energy Imbalance Service is one of the OATT Ancillary Services described above.

Documents and transmission information

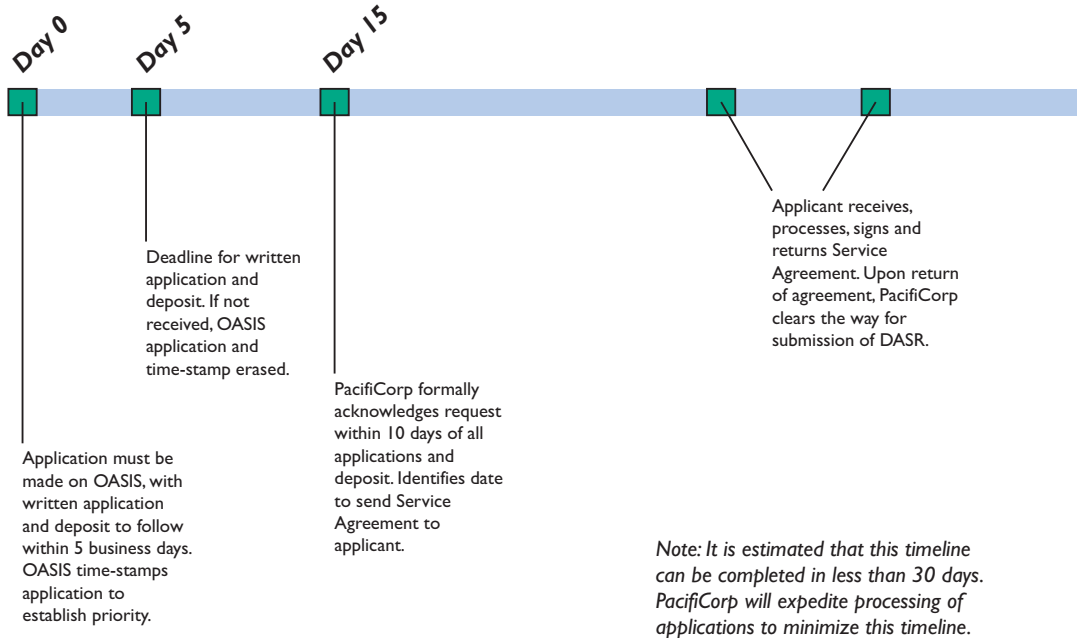
Documents relating to power supply are the scheduling protocols, the Scheduling ESS Operating Agreement and the OATT. Transmission information and the OATT are posted on the OASIS Web site in accordance with FERC requirements.

Transmission Application Process flow chart

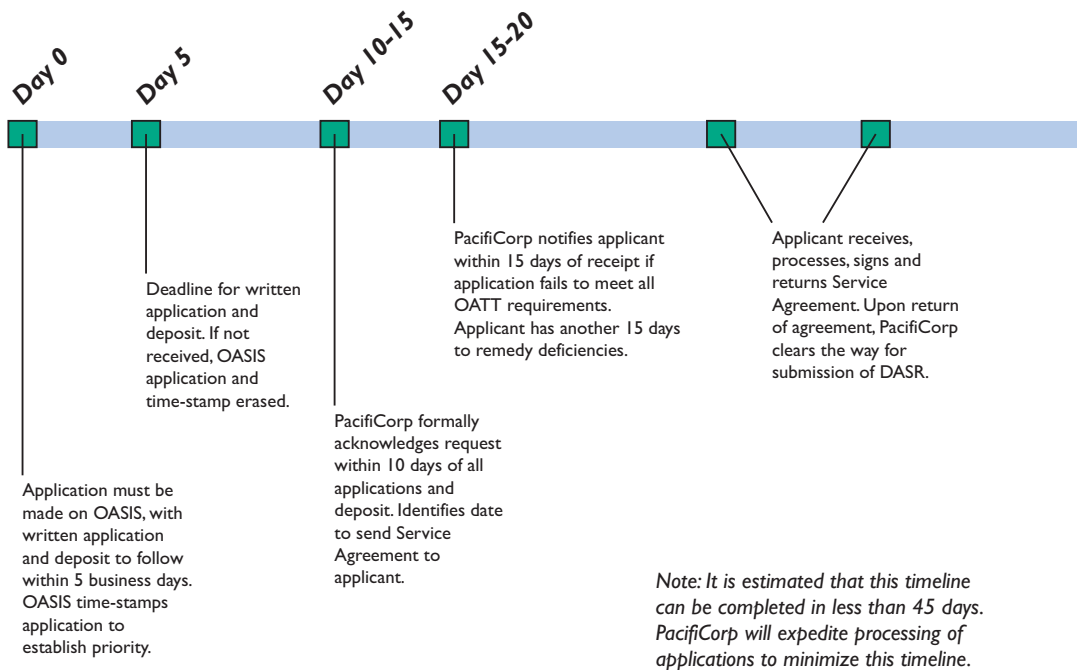


Timeline

Scenario 1: Timeline to Complete Service Agreement: ATC available, Application meets all OATT requirements, No system study required.

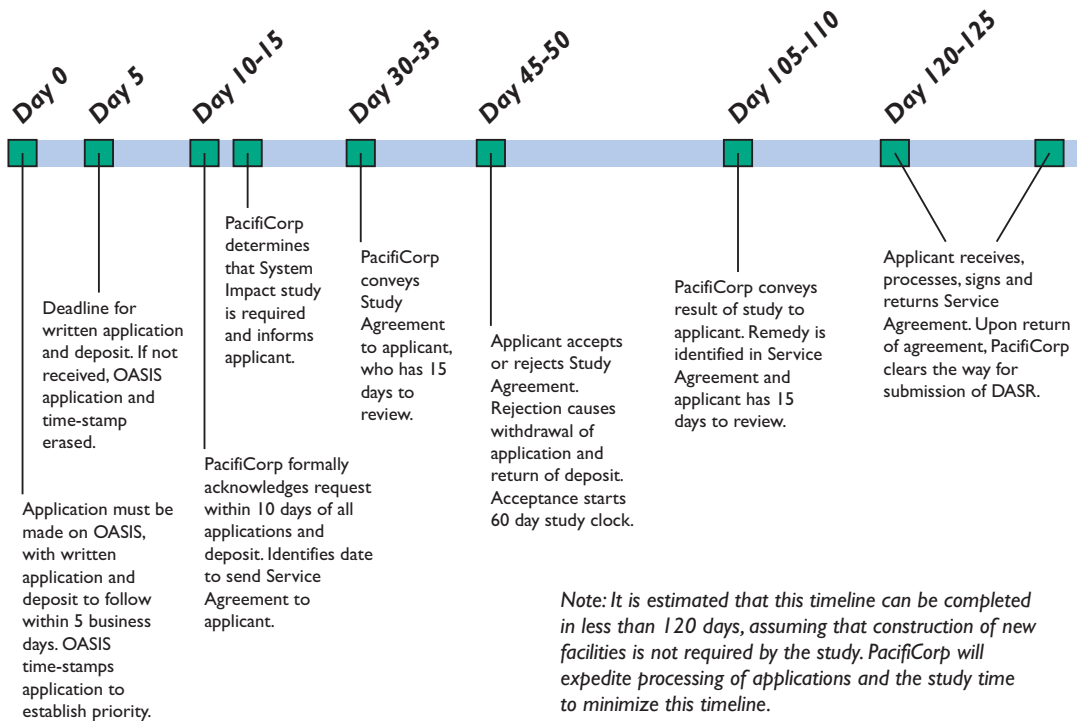


Scenario 2: Timeline to Complete Service Agreement: ATC available, Application DOES NOT MEET all OATT requirements, No system study required.

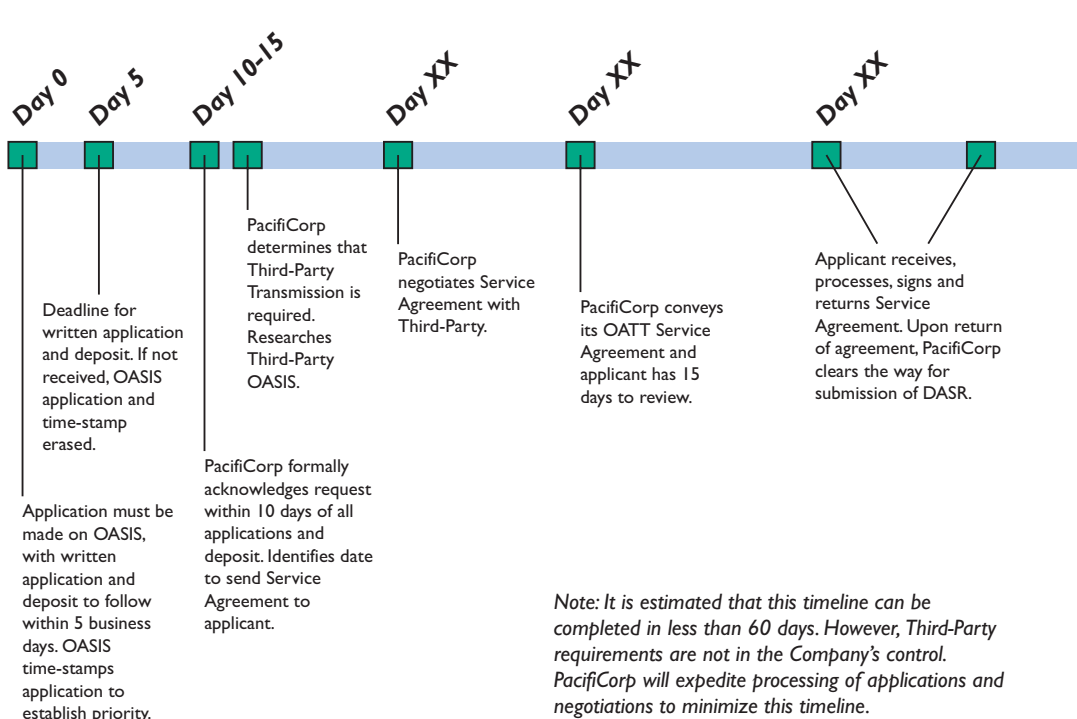


Timeline

Scenario 3: Timeline to Complete Service Agreement: ATC NOT available, Application meets all OATT requirements, System study IS required.



Scenario 4: Timeline to Complete Service Agreement: ATC is available, Application meets all OATT requirements, Third-Party Agreement IS required.



How can an ESS assist in expediting their transmission application process?

- Read PacifiCorp's OATT in advance of initial application to ensure that application will be complete in detail.
- Avoid use of third-party transmission, or negotiate directly with third parties in advance.
- Build portfolio of supplies which can fit within existing ATC.
- Expedite the internal processes needed to prepare written applications, review and respond to Study and Service Agreements.

For more information please contact ESS Relations or our Transmission Department

Kenneth Houston - Director Transmission Services
Transmission Account Management, Contract
Negotiation Development and Administration
(503) 813-6712, (503) 813-5767 Fax
kenneth.houston@pacificorp.com
700 NE Multnomah, Suite 550
Portland, OR 97232-4105

Robert Williams - Transmission Grid Operations
PacifiCorp Transmission Dispatch, Control Area
Operator, Outage Coordination, Transmission
Operations/Real Time OASIS Scheduling, System
Coordination
(503) 251-5197
robert.williams@pacificorp.com
9951 SE Ankeny
Portland, OR 97216-2315

Brian McClelland - Manager, Short Term
Transmission Services
Non-Firm Wheeling Sales, ATC/TTC
Calculation/Management, OASIS Management,
Regulatory Agency Operations Interface,
EMS/KWH System Development/Oversight,
Transmission System Dispatch Oversight
(503) 251-5162
brian.mcclelland@pacificorp.com
9951 SE Ankeny
Portland, OR 97216-2315

VIII. ESS customer billing

Options

The customer may choose from three billing options:

- Dual Billing - The ESS and the Company each send a bill reflecting their respective charges.
- Company Consolidated Billing - The Company sends one bill to cover all charges and pays the ESS its share of the bill.
- ESS Consolidated Billing - The ESS sends one bill to cover all charges and pays the Company its share of the bill.

Please refer to OPUC OAR 860-038-0445 for more details. Regardless of the option chosen, customers must be provided with certain pricing, power source and environmental information as set forth in OAR 860-038-0300.

The Company will post the customer's interval data on the company's web site immediately after the meter is read. ESSs will be assigned an individual account name and password which can be used to log onto a web page to view their customer data. When an ESS is only providing scheduling services to the customer, individual customer usage will not be available. However, a summation of the usage for all of the customers being served by each ESS will be available. This customer data must be treated as confidential material and used only for billing and scheduling purposes. Data for a single meter and a limited date range can be downloaded as a local file in comma delimited format from the GUI. Multiple meter points can be displayed simultaneously (up to five). For longer timeframes or multiple meter points, a request is made and the corresponding data is placed in a custom 867 format. The location of this output file will be made available upon request. Please refer to OPUC OAR 860-038-0420. The ESS can not pass this data without the permission of the customers. The

Company will also notify the ESS when data will be made available.

PacifiCorp will only grant access to ESSs that have executed a Service Agreement.

Dual billing

The ESS may decide to offer separate billing to customers. Under this option, customers receive two bills. The Company will send a bill for utility services; the ESS will send a separate bill for direct access services. Both bills will contain required information set forth in OAR 860-038-0300.

Company consolidated billing

The Company will make available consolidated billing. Under this option, end-use customers will receive a single bill which will reflect all of the charges related to electricity services. The Company will render the bill under its name.

The bill will identify the Company's toll-free telephone number to call for billing disputes or other comments or complaints. The bill also will identify the Company's toll-free number for reporting outages.

The bill will identify the ESS's telephone number to call for energy billing disputes or other comments or complaints associated with the ESS's agreement with the customer. The phone number will be listed in the portion of the bill detailing ESS charges.

The ESS must calculate the billed amounts for its portion of the consolidated bill. The ESS must deliver such billing detail to the Company in time to allow the Company's bill to be delivered on schedule.

The ESS must submit its charges through EDI as described in the PacifiCorp's EDI Guide to the Company one day after the customer usage data is posted.

The consolidated bill will be mailed according to the Company's meter reading schedule. The bill will be sent on time even if the ESS's charges have not been received.

Any text for the ESS's portion of the consolidated bill must be agreed to by both parties.

ESS consolidated billing

Customers may choose to have the ESS consolidate their billing. Under this option, customers receive a single bill which reflects all of the charges related to electric services. The Company will provide validated usage data to the appropriate ESS.

The ESS will render the bill under the ESS's name and be responsible for all payment collections including the distribution charges for the Company. Failure of the customer to pay for services does not relieve the ESS of the responsibility to pay the Company for services rendered.

The ESS's bill will identify its telephone number to call for billing disputes or other customer comments or complaints. The bill also will identify the Company's toll-free telephone number to call for outages and utility service comments and complaints.

The Company will calculate the amount of its charges for the customer and deliver the information to the ESS three business days after the meter reading through EDI as described in the PacifiCorp's EDI Guideline.

If the customer elects ESS consolidated billing, the monthly charges to the customer will be reduced according to Schedules 300.

Billing inquiries

ESSs are responsible for responding to customer inquiries regarding their own services and charges. The Company will respond to customer inquiries regarding the Company's own services and charges.

Public Purpose Charges

Refer to OAR 860-038-0480 for the assessment, collection and payment of Public Purpose Charges.

Transition costs and credits

Refer to OAR 860-038-0160 for the assessment, collection and payment of any transition costs and credits.

Credit and Collections

Consolidated Company billing

The Company will not assume any collection obligations under this billing option for unpaid ESS charges.

Partial payments by customers will be allocated first to Company charges. The balance of the partial payment will be allocated to ESS charges.

Undisputed overdue balances owed the Company will be considered late and subject to late payment procedures.

Consolidated ESS billing

The ESS is responsible for all Company charges regardless of whether the customer made payment to the ESS.

The Company will hold the ESS liable for any late payments or unpaid bills. Unpaid, undisputed overdue balances owed the Company will be considered late and subject to late payment fees and procedures.

Dual billing

The Company and the ESS are responsible for collecting their respective unpaid balances, sending notices to customers informing them of the unpaid balance and taking appropriate actions to recover their respective unpaid balances. Customer disputes with ESS charges must be directed to the ESS, and customer disputes with Company charges must be directed to the Company. Late fees and fees for collections may be charged by the Company.

For more detail, please refer to Company's Electricity Service Supplier Service Agreement.

IX. How the Company bills the ESS

ESS consolidated billing

Under ESS consolidated billing, the Company will bill the ESS for the Company's portion of the bill. The Company will send the ESS via EDI a nightly accounting reflecting charges for end-use customers whose billing cycle is that day. If no ESS customers have a billing cycle ending that day, no EDI invoice is sent.

Other services

For charges not relating to end-use customer charges, the Company will send out a monthly bill. The ESS can choose to pay using Electronic Fund Transfer (EFT) or a paper check.

Appendix

- **ESS Service Agreement**
- **Operating (Scheduling Coordinator) Agreement**
- **Transmission Agreement**
- **EFT Agreement**
- **EDI Trading Partner Questionnaire**
- **EDI Invoicing Agreement**
- **EDI Guideline**

Electricity Service Supplier Service Agreement

Available at www.pacificpower.net/File/File15600.pdf

Please note: URL is case sensitive.

Operating (Scheduling Coordinator) Agreement

Available at www.pacificpower.net/File/File15601.pdf

Please note: URL is case sensitive.

Transmission Agreement

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 _____, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and _____ ("Transmission Customer") for the provision of Network Integration Transmission Service.
- 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) _____, 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.
- 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.
- 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 D to this Service Agreement.
- 8.0 The cost of relieving transmission constraints through least cost redispatch pursuant to Section 33.3 of the Tariff is currently included in the Transmission Provider's Annual Transmission Revenue Requirement as shown in Attachment H to the Tariff. Until such redispatch costs are separated from the Annual Transmission Revenue Requirement, there shall be no separate charge to the Transmission Customer for least cost redispatch.
- 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
Transmission Account Manager
700 N.E. Multnomah St., Suite 550
Portland, Oregon 97232

Transmission Customer:

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:
PacifiCorp

By: _____
Name Title Date

Transmission Customer:

By: _____
Name Title Date

Transmission Agreement – continued

Exhibit A, Table I

Designated Loads For Network Integration Transmission Service

1.0 Transmission Customer's Load Designated as Network Service:

Location of Loads	Projected Peak Load
-------------------	---------------------

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 shown in Section 1.0 above.

Transaction originates in the control area of _____ and terminates within the control area of the Transmission Provider.

3.0 Point(s) of Receipt: The points of receipt for the Network Resources as listed in Exhibit B to this Service Agreement.

Delivering Party:

4.0 Point(s) of Delivery: The points of interconnection between the Transmission Provider's transmission system and the Transmission Customer's loads listed in Section 1.0 above.

Receiving Party:

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

6.0 Name(s) of any Intervening Systems:

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:

- Network Integration Transmission Service
The product of the Transmission Customers Load Ratio Share as shown in Exhibit C to this Service Agreement and the currently effective Annual Transmission Revenue Requirement as provided in Attachment H of the Tariff. At the time of execution of this Service Agreement, the Annual Transmission Revenue Requirement was \$240,588,709 per year billed monthly at \$20,049,059.08 per month.

7.2 Direct Assignment Facilities Charge:

7.3 Ancillary Services Charges:

- Scheduling, System Control and Dispatch Service:
Only to the extent required pursuant to Schedule 1 of the Tariff.
- Reactive Supply and Voltage Control from Generation Sources Service:
Only to the extent required pursuant to Schedule 2 of the Tariff.
- Regulation and Frequency Response Service:
Only to the extent required pursuant to Schedule 3 of the Tariff.
- Energy Imbalance Service:
Only to the extent required pursuant to Schedule 4 of the Tariff.
- Operating Reserve - Spinning Reserve Service:
Only to the extent required pursuant to Schedule 5 of the Tariff.
- Operating Reserve - Spinning Reserve Service:
Only to the extent required pursuant to Schedule 6 of the Tariff.

EFT Authorization

PACIFICORP ("PACIFIC") sells goods and/or services to _____ and/or one or more of its wholly-owned subsidiaries (herein collectively called "COMPANY").

COMPANY desires the flexibility to make payments for such goods and/or services by electronic funds transfers ("EFT") through the automated clearing house system, and PACIFIC agrees to grant flexibility.

Therefore, PACIFIC hereby (1) authorizes COMPANY to make payments for goods and services by EFT, (2) certifies that if it has selected the following depository institution, and (3) directs that all such electronic funds transfers be made as provided below:

Depository Institution: JP Morgan Chase
Address: One First National Plaza, Suite 0239, Chicago, IL. 60670
Bank Contact Name: Ida Andrews
Area Code & Phone Number: (241) 965 - 2684
Account Name: PacifiCorp - EDI
Account Number: 55-47458
ABA Number: 071000013

NACHA Format Desired: (please check one)

CCD_____ CCD+_____ CTP_____ CTX_____

Mailing address for paper remittance (CCD and CCD + format):

PACIFIC, acknowledges and agrees that the terms and conditions of all agreements with COMPANY concerning the method and timing of payments for goods and services shall be amended as provided herein.

An EFT payment from COMPANY to PACIFIC shall be considered timely if the payment is completed by the payment due date determined by the applicable agreement for goods and services. If the EFT payment cannot be completed on such date because of weekend or US banking holiday, COMPANY's payment is timely if the funds transfer is completed on the next day completion can occur. The EFT payment shall be deemed completed when PACIFIC's Depository Institution receives or has control of the payment.

PACIFIC will give thirty' (30) days advance notice in writing to COMPANY of any changes in its depository institution or other payment instructions.

When properly executed, this Authorization will become effective fifteen (15) days after its receipt by COMPANY.

COMPANY EFT Contact

PACIFICORP

By _____
(Signature of Authorized Representative)

By _____
(Signature of Authorized Representative)

Title _____

Title _____

Date _____

Date _____

Phone# _____

Mailing Address _____

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EDI Trading Partner Questionnaire

COMPANY NAME: _____		person completing form (please print): _____		date: _____	
Business Contact	Business Contact	Technical Contact	Technical Contact	Business Contact	Technical Contact
name _____	name _____	name _____	name _____	name _____	name _____
title _____	title _____	title _____	title _____	title _____	title _____
address _____	address _____	address _____	address _____	address _____	address _____
city,state,zip _____	city,state,zip _____	city,state,zip _____	city,state,zip _____	city,state,zip _____	city,state,zip _____
phone _____	phone _____	phone _____	phone _____	phone _____	phone _____
fax _____	fax _____	fax _____	fax _____	fax _____	fax _____
email _____	email _____	email _____	email _____	email _____	email _____
Standards	ID Numbers	VAN	Transaction Sets		
Communication standard used <input type="checkbox"/> ANSI ASC X12 <input type="checkbox"/> UN/EDIFACT	EDI Identification: _____	3rd party network (VAN) used <input type="checkbox"/> AT&T <input type="checkbox"/> Kleinschmidt <input type="checkbox"/> BTNA <input type="checkbox"/> Ordernet <input type="checkbox"/> GEIS <input type="checkbox"/> Harbinger <input type="checkbox"/> MCI <input type="checkbox"/> Sprint <input type="checkbox"/> Direct Connect <input type="checkbox"/> Other _____	Using _____ Send _____ Receive _____ Version _____		
Electronic funds transfer (EFT) used <input type="checkbox"/> ACH <input type="checkbox"/> CTX <input type="checkbox"/> CCD+ <input type="checkbox"/> PPD	Production Qualifier and ID _____	Advantis account no. _____	<input type="checkbox"/> 810 Invoice <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Which version of ANSI ASC X12 <input type="checkbox"/> 3030 <input type="checkbox"/> other: _____	Test Qualifier and ID _____	Advantis production user id _____	<input type="checkbox"/> 814 General Request <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
History	ISA envelope? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, what? _____	Advantis test id _____	<input type="checkbox"/> 820 Remittance Advice <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
number of trading partners: _____	Group level ID: _____		<input type="checkbox"/> 824 Application Advice <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Time required to add Trading Partner (days): _____	GS Production ID: _____		<input type="checkbox"/> 850 Purchase Order <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
years EDI in use at your company: _____	GS Test ID: _____		<input type="checkbox"/> 855 PO Acknowledgment <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
			<input type="checkbox"/> 997 Functional Acknowledgment <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		

Return form to: Enterprise Systems Integration – EDI Support, 825 NE Multnomah, Suite 700, Portland, OR 97232 or email to colleen.dickey@pacificcorp.com

Electronic Data Interchange Invoicing Agreement

This Electronic Data Interchange Invoicing Agreement ("Agreement") is between _____ ("Customer") and PacifiCorp ("Vendor").

1. Electronic Billing and Payment. Starting _____, _____, Vendor shall transmit Invoices to Customer in Document form for electric power and other related products and services purchased by Customer from Vendor, and Customer shall pay the Invoices by electronic funds transfer. "Document" means an Invoice (810) or a Functional Acknowledgment (997) transaction set communicated using ANSI ASC X.12 EDI standards.

2. Service Providers. Documents shall be sent and received through the service providers ("Providers"), or by direct connection, as specified below:

Customer: _____

Vendor: _____

3. Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

4. Functional Acknowledgment. Upon receipt of an Invoice, Customer shall promptly transmit a Functional Acknowledgment, which shall conclusively prove Customer's proper receipt of the Invoice, but which shall not be deemed as acceptance of the accuracy of the Invoice. If Vendor does not receive a Functional Acknowledgment from Customer within two business days after transmitting an Invoice it shall promptly notify Customer by telephone.

5. Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Document shall control.

6. Receipt Payment, Paper Invoices. A party shall be deemed to have received a Document when the Document is delivered to the party's Provider or, in the case of a direct connection, is actually received by the party. Payment of any Invoice hereunder is due in accordance with the terms of the Invoice. If Customer does not make timely payment, Vendor may assess late charges. Electronic invoicing is an optional billing arrangement adopted for the convenience of Customer. Customer acknowledges that the electronic Invoice may not literally contain all information shown on a paper invoice. The parties therefore agree that the electronic Invoice is deemed to include all information shown on the paper invoice. Vendor shall keep copies of the paper invoices and shall supply a copy to Customer without charge within 90 days after request.

7. Responsibility for Service. Each party shall, at its own expense, provide and maintain the equipment, software, services, testing, and connections necessary to effectively and reliably transmit Documents, and shall pay for its own costs associated with the transmission and receipt of Documents. A party may change its Provider upon giving 30 days advance written notice to the other party. Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents, or performing related activities, for such party; provided, that if both the parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document. Neither party shall be liable to the other under this Agreement for any special, incidental, consequential, punitive, or exemplary damages, even if such party has been advised of the possibility of such damages.

8. Confidentiality. Information contained in any Document or otherwise exchanged between the parties pursuant to this agreement shall be considered confidentiality.

9. Miscellaneous. As long as this Agreement is in effect, it supersedes any inconsistent terms in any present or future agreement between the parties. This Agreement shall remain in effect until terminated; either party may terminate this Agreement upon 30 days' written notice to the other. Notwithstanding such termination, this Agreement shall remain in effect for all Documents that have been sent by either party and not canceled prior to termination of this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any notices concerning this Agreement shall be sent to the attention of the person(s) named below. This agreement shall be construed according to the laws of the state from which the Invoices are transmitted.

10. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled before a single arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Customer: _____

By: _____

Name: _____

Title: _____

Address: _____

Vendor: PacifiCorp

By: _____

Name: _____

Title: _____

Address: _____

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EDI Guideline

Not included in this document due to length. For a copy of the Guideline, please contact the ESS Relations group via e-mail at ESSInfo@PacifiCorp.com.