

Leigh S. Kilcline  
PHONE: 206.264.6357  
EMAIL: lkilcline@perkinscoie.com

May 28, 2003

Annie Eissler, FOIA Officer  
Mail Stop C-4  
Bonneville Power Administration  
P.O. Box 3621  
Portland, OR 97208

RECEIVED BY BPA FOIA OFFICE THIS DATE: 6/3/03
DUE DATE: 7/15/03
LOG # 03-027

**Re: Freedom of Information Act Request**

Dear Ms. Eissler:

We recently represented PacifiCorp in PacifiCorp v. Bonneville Power Administration, a lawsuit filed in the United States District Court for the District of Oregon, Case No. CV 02-1238-HA. Mr. Barry Bennett of Bonneville's Office of General Counsel represented Bonneville. This is a request for the production of Bonneville records that concern allegations made by Bonneville in the lawsuit, under the Freedom of Information Act, 5 U.S.C. § 552 *et seq.* and Bonneville's implementing regulations.

We request copies of the following items:

1. All internal and external communications regarding the Martin Creek meter error and Bonneville's investigation or analysis thereof, including telephone recordings (or transcripts thereof) and email communications;
2. All documents relating to the 2000-2001 upgrade work on the telemetering equipment at the Martin Creek/Latham interchange, including communications with Qwest and PacifiCorp regarding same;
3. All documents relating to Bonneville's discovery that the telemetering equipment at the Martin Creek/Latham interchange "had failed to subtract out the Latham load data from the Martin Creek data that were transmitted to the control centers," as discussed in the November 2002 Affidavit of Dale Coulombe;

[24878-0016/SL031330.349]

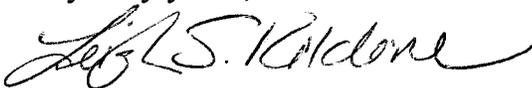
4. All documents relating to the exchange energy account for power supplied to Dorena, including any balance on the account, any credits to the account and any payments made by Bonneville to PacifiCorp for power supplied to Dorena;
5. All documents relating to the dispute between Bonneville and Pacific Power & Light Company that resulted in the settlement referenced in Exhibit G of the General Transfer Agreement (Contract No. DE-MS79-82BP90049), including all documents supporting or contradicting the averments in paragraph 8 of the October 2002 Affidavit of Scott Wiley;
6. All documents relating to the addition of the Vansycle Tap point of delivery to the General Transfer Agreement, including all documents supporting or contradicting the averments in paragraph 9 of the October 2002 Affidavit of Scott Wiley;
7. All documents relating to the 1993 dispute between Bonneville and PacifiCorp regarding the Lion Mountain substation, including all communications regarding the resolution of same and all documents supporting or contradicting the averments in paragraphs 21-27 of the October 2002 Affidavit of Warren McReynolds;
8. All documents relating to the "inadvertent interchange" at PacifiCorp's Woodland substation, as referenced in paragraph 28 of the October 2002 Affidavit of Warren McReynolds, including all communications regarding the resolution of same and all documents supporting or contradicting paragraph 28 of the McReynolds Affidavit;
9. All documents relating to the "examples of inadvertent interchange" referenced in paragraphs 2-7 of the October 2002 Affidavit of Kevin Johnson, including documents which concern or refer to Nevada Power Company, Imperial Irrigation District, BC Hydro, the California Independent System Operator, Tucson Electric Power, Arizona Public Service or the Public Service Company of New Mexico;
10. All documents relating to the negotiation, interpretation or litigation of section 3 (Measurements), section 6 (Adjustment for Inaccurate Metering) and section 17 (Arbitration) of Exhibit B (General Exchange Provisions) to the 1973 Exchange Agreement between Bonneville and Pacific Power & Light Company, Contract No. 14-03-29245;

11. All documents relating to the negotiation, interpretation or litigation of section 4 (Adjustment for Change of Conditions), section 7 (Adjustment for Inaccurate Metering), and section 18 (Arbitration) of Exhibit B (General Exchange Provisions) to the 1979 Amendatory Agreement to the Exchange Agreement;
12. All documents relating to the negotiation, interpretation or litigation of section 7 (Adjustment for Inaccurate Metering), section 19 (Adjustment for Change of Conditions) and section 20 (Arbitration) of Exhibit A (General Wheeling Provisions) to the General Transfer Agreement;
13. All documents relating to a change in any factor under the "Adjustment for Change of Conditions" provision in the General Wheeling Provisions or General Exchange Provisions of any agreement between Bonneville and any other party, including PacifiCorp;
14. All energy rate schedules similar to that attached as Exhibit A to the Exchange Agreement that have been adopted, negotiated or agreed to by Bonneville from 1995 through the present;
15. Documents depicting all rates adopted, negotiated or agreed to by Bonneville from 1995 through the present that are or have been used to settle any exchange energy account between Bonneville and any third party; and
16. All studies or reports of payback of inadvertent interchange between control areas.

If access is denied to all or any part of the requested records, please identify the records that are being withheld and state the basis for denial of each record withheld. We further request that you release all segregable portions of otherwise exempt materials. We agree to pay all reasonable costs authorized by applicable statutes or regulations.

Please give me a call at the above number if you have any questions or wish to obtain further information regarding the requested documents. Thank you in advance for your cooperation.

Very truly yours,



Leigh S. Kilcline