# Department of Energy



Bonneville Power Administration P.O. Box 3621 Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT PROGRAM

October 21, 2019

In reply refer to: FOIA #BPA-2019-00411-F

Nathan Sandvig 205 SE Spokane Street, Suite 300 Portland, OR 97202

Email: nathan.sandvig@nationalgrid.com

Dear Mr. Sandvig,

This communication is the Bonneville Power Administration's (BPA) final response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your request was received on January 31, 2019, with a formal acknowledgement letter sent to you on February 12, 2019.

#### Request

- "1. Contracts between the Bonneville Power Administration and PacifiCorp regarding construction and commercial use of PacifiCorp's Midpoint to Meridian transmission line.
- 2. Contracts between the Bonneville Power Administration and PacifiCorp and any other entity regarding operation and use of the Malin Substation."

#### Response

BPA conducted a search of the electronic records in the Transmission Account Services office. That office located 95 pages of records responsive to your request. BPA is herein releasing all pages, with no redactions.

#### Fees

There are no fees associated with the response to your FOIA request.

#### Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the search, determination, and records release described above. Your FOIA request BPA-2019-00411-F is now closed with all available agency records provided.

#### Appeal

The adequacy of the search may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals HG-1, L'Enfant Plaza U.S. Department of Energy 1000 Independence Avenue, S.W. Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

You may contact BPA's FOIA Public Liaison, Jason Taylor, at 503.230.3537, jetaylor@bpa.gov, or the address on this letter header for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services National Archives and Records Administration 8601 Adelphi Road-OGIS College Park, Maryland 20740-6001

E-mail: ogis@nara.gov Phone: 202-741-5770 Toll-free: 1-877-684-6448

Fax: 202-741-5769

Thank you for your interest in the Bonneville Power Administration.

Sincerely,

Candice D. Palen

Canlida

Freedom of Information/Privacy Act Officer

Enclosure: responsive agency records

#### Department of Energy



Bonneville Power Administration P.O. Box 61409 Vancouver, Washington 98666-1409

TRANSMISSION SERVICES

September 9, 2016

In reply refer to: TSE/TPP-2

Ms. Laura Raypush-Dombrowsky, Account Manager Transmission PacifiCorp 825 NE Multnomah Street, Suite 1600 Portland, OR 97232

Dear Ms. Raypush-Dombrowsky: Coura -

This letter is to inform PacifiCorp that effective October 1, 2016, Bonneville Power Administration (BPA) will no longer perform inspection, operation, or dispatch control functions for PacifiCorp's Malin-Round Mountain No. 2, 500 kV series capacitors.

Pursuant to legacy Malin agreements (Construction and Operation Agreement No. 14-03-59840 and O&M Trust Agreement No. 14-03-62876), BPA operates and performs routine maintenance on the portion of PacifiCorp's Malin-Round Mountain No. 2, 500 kV (a/k/a Malin-Indian Spring) line located within the jointly-BPA and PacifiCorp-owned Malin Substation.

On or about February 9, 2011, PacifiCorp removed the PacifiCorp-owned series capacitors from Malin Substation, and constructed a new PacifiCorp-owned series capacitor yard immediately south of Malin Substation. The new capacitors and associated switches are no longer located in Malin Substation.

Accordingly, the legacy agreements no longer apply to the new equipment which was relocated and replaced. Nonetheless, consistent with historical practice, BPA continued to perform routine inspections, operation, and certain dispatch control functions for PacifiCorp's new series capacitors. BPA will discontinue those activities on equipment outside the Malin Substation that are beyond the scope of the above-mentioned existing agreements effective October 1, 2016. Specifically, BPA will not enter PacifiCorp's Malin-Round Mountain No. 2 series capacitor yard for any purpose, including without limitation, to operate, inspect or maintain the following equipment:

- Power Circuit Breakers System Operations Nos. 4244 & 4245;
- Disconnects System Operations Nos. 4078, 4079 & 4080; and
- Ground Switches System Operations Nos. 7563, 7853 & 7854.

BPA requests a follow-up conversation between BPA and PacifiCorp outage and dispatch staff prior to October 1, 2016, to discuss a smooth transition of duties, particularly relating to outage coordination and issuing clearances for the capacitors. Please contact Chris Sanford at BPA's Dispatch office at (360) 418-2460, and Cuong Lau at BPA's Outage office at (360) 418-2274, to facilitate this transition of duties.

If you have any questions regarding this letter, please contact me at (360) 619-6006.

Thanks!

Sincerely,

Eric H. Carter

Senior Transmission Account Executive

Transmission Sales

bcc:

W. Hagedorn - KSC-4

E. Loebach - LT-7

J. McEllrath - NFF-MODW

D. Peetz - TF/DOB-1

A. Mikulski - TFR-REDMOND

J. Anderson - TFRG-MALIN

T. Loepker – TOR/DITT-1

B. Kingsford - TORD/DITT-1

C. Sanford - TORD/DITT-1

C. Lau - TORO/DITT-1

G. Kelley - TOZ/AMPN-1

G. Russell - TPCV/TPP-4

M. Wick - TPCV/TPP-4

E. Carter - TSE/TPP-2

K. Stuwe - TSES/TPP-2

Customer File - TSE/TPP-2 (TM-11, PacifiCorp)

Official File – CCM\_Support

8-30-67

#### OEM TRUST AGREEMENT

executed by the

#### UNITED STATES OF AMERICA

### DEPARTMENT OF THE INTERIOR

acting by and through the

#### BONNEVILLE POWER ADMINISTRATOR

and

#### PACIFIC POWER & LIGHT COMPANY

providing for operation and maintenance of part of the Company's facilities and installation of certain control and metering equipment in the Malin Substation

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This OEM TRUST AGREEMENT, executed October 13, 1967, by the UNITED STATES OF AMERICA (hereinafter called "the Government"), Department of the Interior, acting by and through the BONNEVILLE POWER ADMINISTRATOR (hereinafter called "the Administrator"), and PACIFIC POWER & LIGHT COMPANY (hereinafter called "the Company"), a corporation organized and existing under the laws of the State of Maine,

#### WITNESSETH:

WHEREAS the United States, acting by and through the Bureau of Reclamation and the Administrator, the Company, and Portland General Electric Company (hereinafter called "Portland General"), have entered into an agreement (designated as Contract No. 14-03-59840) which outlines the duties and ownerships of the parties with respect to the proposed Malin substation near Malin, Oregon; and

WHEREAS the proposed Malin substation is a part of the Pacific Northwest-Pacific Southwest Intertie program as recommended to Congress by the Secretary of the Interior and approved by Congress by making appropriations for the construction of the Government's portion thereof; and

WHEREAS the parties hereto desire to enter into an agreement which provides for payment by the Company of (1) its share of the cost of operation and maintenance performed by the Administrator at the Malin substation pursuant to said Contract No. 14-03-59840, and (2) the cost for installation of certain control and metering equipment installed for its sole benefit; and

WHEREAS Portland General and the Administrator intend to enter into a similar trust agreement (designated as Contract

No. 14-03-63627) which provides for payment by Portland General of its share of the cost of operation and maintenance performed by the Administrator at the Malin substation pursuant to said Contract No. 14-03-59840; and

WHEREAS the Administrator is authorized to dispose of electric energy generated at various federal hydroelectric projects in the Northwest and to enter into related agreements in accordance with the Bonneville Project Act, approved August 20, 1937, as amended, and pursuant to the following orders of the Secretary of the Interior: No. 2563 dated May 2, 1950, and No. 2860 dated January 19, 1962, as amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. Term of Agreement. The term of this agreement will be coextensive with the term of said Contract No. 14-03-59840, as the same may be amended, extended, or renewed and shall continue thereafter so long as is necessary to accommodate operations pursuant to section 14 of said Contract No. 14-03-59840.
  - 2. Exhibits and Definitions.
- (a) Exhibits A, B, and C attached hereto are by this reference incorporated herein as fully as though set forth verbatim in the body of this agreement. The Company shall be "the Contractor" mentioned in Exhibit C.
- (b) The "Malin substation" and the "500 kv Switchyard" shall have the meaning as defined in Contract No. 14-03-59840.
- 3. <u>Trust Fund</u>. The Company shall advance to the Administrator during the term of this agreement the total of the following:

(a) the total cost of maintenance of facilities solely owned by the Company and maintained by the Administrator as specified in Exhibit A;

Administrator's total cost of operating the Malin substation and those facilities in the Company's adjacent 500/230 kv substation operated and/or inspected by the Administrator as specified in Exhibit B;

(c) twenty-five percent (25%) of the total cost of maintaining the facilities in the 500 kv Switchyard which are owned by the parties hereto and Portland General jointly as specified in section 5 of said Contract No. 14-03-59840; and

(d) forty-one and three-tenths percent (41.3%) of the total cost of maintaining the entrance road from the county road at Loveness Mill to the control house; provided, however, that any damage to the road bed due to any party's hauling equipment on such road shall be the responsibility of that party and not be a part of costs under this section.

The percentages set forth in subsections (b), (c), and (d) above were derived from assumptions as to the nature and relative extent and cost of such operation and maintenance, which assumptions have been agreed upon by the parties and Portland General. If experience in operation so indicates, or if a change in conditions occurs which substantially affects any of the foregoing

percentages, said percentages shall be changed accordingly by supplement to this agreement.

Not later than thirty (30) days prior to the estimated date on which the first 500 kv line from Malin to Grizzly substations is to be placed in regular and continuous operation at a nominal voltage of 500 kv, the Company shall advance to the Administrator the amount estimated by him to be the total of the above costs for the period ending at the end of the calendar quarter in which such operation begins. The Company shall, on the first day of each subsequent calendar quarter, make further quarterly advances to the Administrator in amounts requested by him based on his latest estimates of the above costs.

All amounts so advanced by the Company shall be collectively called "the trust fund" and shall be held by the Administrator in trust to defray the expense and cost to the Administrator of performing the Company's share of the work specified in section 3 hereof. If at any time hereafter the Administrator estimates that the amount in the trust fund during any quarter is insufficient to pay the Company's share of the expense and cost of performing such duties, the Company will promptly advance to the Administrator, on receipt of his request, such additional moneys as he estimates will be required for that quarter. If at the end of any calendar quarter the Administrator determines that payments to the trust fund by the Company have exceeded the Company's share of costs and expenses specified in this section such excess shall be credited against and shall reduce payment for the succeeding calendar quarter to be made by the Company.

All moneys so received by the Administrator will be placed in a trust account in the United States Treasury subject to withdrawal as provided in 31 U.S.C., sections 725r and 725s, for payment of the expense and cost of performing the duties imposed on the Government by this agreement.

- 4. Duties of the Administrator.
- (a) The Administrator will:
- (1) operate the Malin substation and operate and/or inspect those facilities in the Company's adjacent 500/230 kv substation as specified in Exhibit B;
- (2) maintain all of the jointly-owned facilities of the Company, Portland General, and the Government in the 500 kv Switchyard;
- (3) provide regular maintenance of the solely-owned facilities of the Company in the Malin substation as specified in Exhibit A; provided, however, that the Company shall replace at its expense, all parts required for any maintenance of such facilities;
- (4) maintain the entrance road from the County road at Loveness Mill to the control house; and
- (5) pursuant to section 9(c) of said Contract No. 14-03-59840, provide at the request of the Company, such emergency maintenance on the Company's solely-owned facilities in the Malin substation as the Administrator deems he is able to provide.
- (b) The Administrator will design and install equipment as specified in section 5(b) hereof.

(c) The Administrator shall furnish all labor required to operate, inspect, and maintain facilities as provided in subsection (a) of this section, and furnish all parts for the jointly-owned facilities in the 500 kv Switchyard, and shall perform the work by force account, by contract, or by both, in the same manner and subject to the same limitations as if all funds being expended therefor were Government funds.

### 5. Trust Fund - Construction.

(a) The Administrator hereby acknowledges that the Company has advanced twenty thousand seven hundred seventy-five dollars (\$20,775) on May 8, 1967, to be held in trust by the Administrator for the purposes specified in subsection (b) of this section.

The amount so advanced by the Company, together with any additional amount advanced pursuant to this section, shall be called the "Trust Fund - Construction" and shall be held by the Administrator in trust to defray the expense and cost to the Administrator of performing the Company's share of the work specified in subsection (b) of this section. If upon completion of such work, it is determined that the money so advanced is less than the cost to the Administrator, the Company shall advance an additional amount equal to the amount required to defray all costs to the Administrator. If the amount so advanced is in excess of said cost to the Administrator, such excess will be refunded to the Company.

All moneys so received by the Administrator will be placed in a trust account in the United States Treasury subject to withdrawal as provided in 3] U.S.C. g 725r and 725s, for the payment

of the expense and cost of performing the duties imposed on the Government by this section.

- (b) The Administrator will design and install the following equipment in the Malin substation control house:
  - (1) a bench control console, including necessary control switches, indicating lights and mimic bus, to control the Company's 13.8 kv reactor facilities and 230 kv breaker located in the Company's adjacent 500/230 kv substation. The Company will furnish and pull the control cable from its substation to the console and the Administrator will make the necessary connections to the console;
  - (2) two complete demand and energy metering installations to measure power flows in each direction through the Company's 500 kv breaker positions in Malin substation. Each metering installation shall consist of a standard metering rack installation with two watt-hour meters with digital demand recorders.
- (c) The Administrator shall furnish all labor and material required to install facilities as provided in subsection (b) of this section. The Administrator shall perform the work by force account, by contract or by both, in the same manner and subject to the same limitations as if all funds being expended therefor were Government funds.

# 6. Revision of Exhibit.

(a) Exhibit A may be revised at any time by mutual agreement of the parties to add other solely-owned facilities of the Company which the Administrator will maintain. Exhibit A shall be revised

upon ninety (90) days' written notice by either party to the other to delete facilities maintained by the Administrator, provided that Exhibit A shall not be revised by each party more than once in each calendar year.

- (b) Exhibit B may be revised at any time by mutual agreement of the parties and Portland General to add or delete facilities in the Company's 500/230 kv substation operated by the Administrator.
  - 7. Accounting.
- (a) Within sixty (60) days after January 1 of each year in the term hereof, the Administrator will make a full accounting to the Company showing the receipts credited to, and the costs and expenses charged against, the trust fund for the preceding year. In addition the Administrator will provide a memorandum accounting quarterly showing the receipts credited to, and the costs and expenses charged against the trust fund for the preceding calendar quarter.
- (b) Within a reasonable time after completion of the work specified in section 4(b) hereof, the Administrator shall make a full accounting to the Company showing the receipts credited to, and the costs and expenses charged against the Trust Fund Construction. The Administrator shall remit to the Company any unexpended balance of the Trust Fund Construction, and the Company shall remit to the Administrator any excess of the charges against said fund over the receipt credited thereto, within a reasonable time after accounting is made as herein provided.
- (c) The costs and expenses of performing the work mentioned in sections 3 and 5 hereof shall be proper charges against the trust fund and the Trust Fund Construction, respectively, and

shall be determined by charging the cost elements exclusive of interest in the same manner as if Government funds were being expended, including, among other items, labor, annual and sick leave obligations, contributions - employee benefits, equipment use, tool and stores expense, expense of transportation of any materials or equipment required for such work which is not included as stores expense, expense and cost incurred to make the accounts provided for in this section, and overheads reasonably allocable thereto.

8. Final Settlement. After termination of this agreement the Administrator shall determine the total costs and expenses charged and credited to the trust fund to the date of termination. If the Company's share of such costs and expenses exceed the amount previously paid by the Company, the Company will promptly pay the difference; if payments by the Company exceed the Company's share, the Administrator will promptly refund the difference to the Company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in several counterparts.

UNITED STATES OF AMERICA
Department of the Interior

(SEAL)

Acting Benneville Power Administrator

PACIFIC—POWER & LIGHT COMPANY

(SEAL)

ANS

ATTEST: LECLIER

#### EXHIBIT A

# Solely-Owned Facilities of the Company Maintained by the Administrator

The Administrator shall perform routine maintenance on the following solely-owned facilities of the Company:

- (a) that portion of the Company's Malin-Indian Spring 500 kv transmission line located within the Malin substation.
- (b) all of the Company's facilities and yard within the 500 kv Switchyard of the Malin substation except the Company's 500 kv circuit breaker and associated disconnect switches.
- (c) control and metering equipment installed by the Administrator pursuant to section 4(b).

#### EXHIBIT B

# Facilities in the Company's 500/230 kv Substation Operated and/or Inspected by the Administrator

# Operation and Inspection

- 1. 2 13.8 kv, 2000 ampere metal clad magnetic air circuit breakers for switching 2 40 MVAR reactors
- 2. 1 500 kv, 2400 ampere group operated disconnect switch and connecting bus
- 3. 1 230 kv, 1600 ampere, 1500 MVA oil circuit breaker

#### Inspection Only

- 1. 3 Single-phase 500/230 kv auto transformers
- 1 13.2 kv 3 phase oil filled shunt reactor (2 40 MVAR units in single tank)
- 3. 1 230 kv phase shifter

#### PROVISIONS REQUIRED BY STATUTE OR EXECUTIVE ORDER

#### Contract Work Hours Standards Act - Overtime Compensation.

This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (Public Law 87-581, 76 Stat. 357-360) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Contract Work Hours Standards Act.

- (a) No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.
- (b) In the event of any violation of the provisions of subsection (a), the Contractor and any subcontractor responsible for such violation shall be liable to any affected employee for his unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the provisions of subsection (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a workweek without payment of the required overtime wages.
- (c) The Administrator may withhold, or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, the full amount of wages required by this contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in subsection (b).
- (d) The Contractor shall require the foregoing subsections (a), (b), (c) and this subsection (d) to be inserted in all subcontracts.
- (e) The Contractor shall keep and maintain for a period of three (3) years from the completion of this contract the information required by 29 CFR \$ 516.2(a). Such material shall be made available for inspection by authorized representatives of the Government, upon their request, at reasonable times during the normal work day.

Convict Labor. The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

Nondiscrimination. During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Administrator, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Administrator and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled,

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies imvoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

graphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Administrator may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Administrator, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Interest of Member of Congress. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to such contract if made with a corporation for its general benefit.

#### (AUTHENTICATED COPY)



### Department of Energy

Bonneville Power Administration P.O. Box 3621 Portland, Oregon 97208 - 3621

OFFICE OF THE ADMINISTRATOR

In reply refer to: PKT

JUN 0 9 1986

4/30/86 Amendatory Agreement No. 1 Contract No. 14-03-63625

Mr. David G. Coleman, Area Manager Western Area Power Administration Sacramento Area Office 2800 Cottage Way Sacramento, CA 95825

Dear Mr. Coleman:

The four Pacific Northwest-Pacific Southwest Intertie parties (Parties): Bonneville Power Administration (Bonneville), Pacific Power & Light Company (Pacific), Portland General Electric Company (Portland General), and Western Area Power Administration (WAPA) have agreed that it would be to their mutual benefit if the following actions were taken concerning their jointly owned Malin 500 kV AC Intertie (Intertie) Substation (Malin) in southern Oregon:

- 1. That the Parties retroactively account for all significant changes of facilities at Malin and Pacific's adjacent 500/230 kV substation (Malin Complex) since December 1, 1981, and reflect each such change in a corresponding change to each Party's percentage responsibility for Malin Complex operation and inspection (O&I) costs.
- 2. That the Parties adopt a generally agreed upon new system for more realistically determining each Party's O&I workload points and percentage O&I responsibility for the Malin Complex.
- 3. That in view of the above-mentioned facility changes and the new O&I workload point and percentage responsibility system, the Parties make retroactive adjustment of quarterly amounts previously billed for Malin Complex O&I.

The Parties further agree that the above-recited Malin O&I objectives are authorized by the definitive Malin Construction and Operation Agreement (Contract No. 14-03-59840) and are specifically obtainable under their individual Malin Operation and Maintenance Trust Agreements with Bonneville.

Therefore, I propose that the above Malin O&I objectives be accomplished subject to the provisions of each Party's Malin Operation and Maintenance Trust Agreement and the terms and conditions stated below. Accordingly, WAPA's Malin Operation and Maintenance Trust Agreement (Contract No. 14-03-63625, as amended and hereinafter referred to as "Primary Agreement") is hereby amended to provide for the following:

- 1. <u>Term</u>. This Amendatory Agreement No. 3 shall be effective as of 2400 hours on the date (Effective Date) that Bonneville has received all the following:
  - (a) An original signed copy of this amendment from WAPA;
  - (b) An original signed copy of Amendatory Agreement No. 3 to Contract No. 14-03-62876 from Pacific; and
  - (c) An original signed copy of Amendatory Agreement No. 3 to Contract No. 14-03-63627 from Portland General.

#### 2. Exhibit A.

- (a) Add the following as section 5 of the Primary Agreement:
  - "5. Exhibit. Exhibit A, attached hereto, is hereby made a part of this agreement."
- (b) On pages 1-4 of Exhibit A, an accounting is made for each significant change in facilities at the Malin Complex from December I, 1981 through March 31, 1985. The Parties' O&I workload points and responsibility percentages are accounted for by periods at the beginnings of which significant facility changes were made.
- (c) On page 5 of Exhibit A, the results of applying the new Malin Complex workload point classification system are tabulated beginning April 12, 1984, the effective date of that system.
- (d) On pages 6-8 of Exhibit A, a retroactive adjustment is made for amounts billed to the Parties under the previous and the new O&I workload point classification systems. Credits and deficits are shown.
- 3. <u>O&I Workload Point Classification System</u>. The new Malin Complex O&I workload point classification system agreed to by the Parties (ten minutes of O&I activity equals one workload point) and retroactively effective beginning April 12, 1984, is hereby adopted as part of this agreement. The O&I responsibility percentages that derive from the new classification system are also adopted effective at the same time. Initial workload points and responsibility percentages are specified on page 5 of Exhibit A.

4. Ratification of Retroactive Adjustment of O&I Charges. The retroactive adjustment of Malin Complex O&I charges contained on pages 6-8 of Exhibit A are approved. Such adjustment is for Malin Complex facility changes from December 1, 1981, through March 31, 1985, and for adoption of the new O&I workload point classification system effective April 12, 1984. Resulting credits and deficits of the Parties are shown below:

<u>Parties</u>	Credit or ( <u>Deficit</u> )
Bonneville	\$10,932.04
Portland General	10,957.26
WAPA	7,563.80
Pacific	(29,453.10)
Total	\$ 0.00

Credits and deficits were carried forward to the Parties' April-May-June, 1985 quarterly billings for Malin Complex O&M costs.

If this Amendatory Agreement is acceptable to WAPA, please indicate your approval by signing and returning one copy to Bonneville. The remaining copy is for your files.

Sincerely,

/s/ Peter T. Johnson Administrator

Effective	Date	3/12/87
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#### ACCEPTED:

WESTERN AREA POWER ADMINISTRATION

By/s/ David G. Coleman
David G. Coleman
Title Area Manager

Date July 2, 1986

(WP-PKT-0557e)

Exhibit A
Page 1 of 8
Contract No. 14-03-63625
Western Area Power Admin.
Effective at 2400 hours on
December 1, 1981

### Malin Substation Operation and Inspection Workload Points and Responsibility Percentages By Periods from December 1, 1981

	Period 12/1/81 to 08/28/83		Period 08/28	/83 to 04/12/84	Period Beginning 04/12/84		
<u>Party</u>	0&1 Workload Points	O&I Percentage Responsibility (%) *	0&l Workload Points *	0&  Percentage Responsibility (%) *	0&! Workload <u>Points *</u> 2/	0&1 Percentage Responsibility (%) *	
Bonneville Power Administration	39.74883	17.79343	40.25883	17.85865	12.41343	17.49602	
Portland General Electric Co.	39.74883	17.79343	40.25883	17.85865	12.41343	17.49602	
Western Area Power Administration (WAPA) <u>1</u> /	36.97105	16.54997	37.48105	16.62643	11.48750	16.19098	
Pacific Power & Light Co.	103.25508	46.22180	103.76508	46.02975	33.41343	47.09433	
WAPA Payment on USBR 1966 Agreement <u>2</u> /	3.66667	1.64137	3.66667	1.62652	1.22223	1.72265	
	223.39046	100.00000	225.43046	100.00000	70.95000	100.00000	

<sup>1/</sup> WAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).

<sup>2/</sup> New 0&1 workload point classification system in effect, namely 10 minutes of 0&1 activity equals one workload point.
\* Rounded.

Exhibit A
Page 2 of 8
Contract No. 14-03-63625
Western Area Power Admin.
Effective at 2400 hours on
October 13, 1967

O&I Responsibilities for Shunt Reactors at Malin Substation (O&I workload point classification system in effect before 4/12/84)

WAPA (USBR) is obligated under the USBR Operation and Maintenance Trust Agreement (Contract No. 14-03-63625) to pay one-third of the operation and maintenance costs of the seven operating shunt reactors and one-ninth of the operation and maintenance costs of the one spare shunt reactor. Under the O&I workload point classification system in effect before April 12, 1984:

1. The WAPA share is:

(1/3)(7 reactors)(1.5 points/reactor) = 3.50000 O&I Points (1/9)(1 spare reactor)(1.5 points/reactor) = 0.16667 O&I PointsTotal 3.66667 O&I Points

2. The remaining O&I points are divided equally between Bonneville, Portland General Electric, and Pacific Power & Light Company:

Equals (8 reactors)(1.5 points/reactor) = 12.00000 O&I Pointsminus the WAPA share = 3.66667 O&I Points8.33333 O&I Points

3. The Bonneville, Portland General Electric, and Pacific Power & Light . Co. share per party is:

 $\frac{8.33333}{3} = \frac{2.77777 \text{ O&I Points}}{3}$ 

Exhibit A
Page 3 of 8
Contract No. 14-03-63625
Western Area Power Admin.
Effective at 2400 hours on
December 1, 1981

# Malin Substation Operation and Inspection Workload Points and Responsibility Percentages

# For the Period From 12/01/81 to 08/28/83

(Removal of phase shifter at Pacific Power & Light Company's adjacent 500/230 kV substation)

<u>Party</u>		O&I Workload Points	O&I Percentage Responsibility (%) *
Bonneville Power Administration	$\frac{147.88420}{4} + \frac{8.33333}{3}$	= 39.74883	17.79343
Portland General Electric Co.	$\frac{147.88420}{4} + \frac{8.33333}{3}$	= 39.74883	17.79343
Western Area Power Administration (WAPA) 1/	147.88420	= 36.97105	16.54997
	ve Use 63.50625 at Use 39.74883)	= 103.25508	46.22180
WAPA Payment on USBR 1966 A	Agreement <u>1</u> / Totals	$= \frac{3.66667}{223.39046}$	1.64137 100.00000

MAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).
\* Rounded.

Exhibit A
Page 4 of 8
Contract No. 14-03-63625
Western Area Power Admin.
Effective at 2400 hours on
August 28, 1983

### Malin Substation Operation and Inspection Workload Points and Responsibility Percentages

#### For the Period From 08/28/83 to 04/12/84

(240 series capacitors added at Malin Substation; 2.04 O&I workload points added)

<u>Party</u>			O&I Workload Points	O&I Percentage Responsibility (%) *
Bonneville Power Administration	$\frac{149.92420}{4} + \frac{8.33333}{3}$	=	40.25883	17.85865
Portland General Electric Co.	$\frac{149.92420}{4} + \frac{8.33333}{3}$	=	40.25883	17.85865
Western Area Power Administration (WAPA)1/	149.92420 4	=	37.48105	16.62643
	re Use 63.50625 : Use 40.25883)	=	103.76508	46.02975
WAPA Payment on USBR 1966 Agreement <u>1</u> /	Totals	. =	3.66667 225.43046	1.62652 100.00000

<sup>1/</sup> WAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).
\* Rounded.

Exhibit A
Page 5 of 8
Contract No. 14-03-63625
Western Area Power Admin.
Effective at 2400 hours on
April 12, 1984

#### Malin Substation Operation and Inspection Workload Points and Responsibility Percentages

For the Period Beginning 04/12/84 (New O&I workload point classification system in effect starting 4/12/84)

For the 8 shunt reactors at Malin Substation
 (a) The WAPA share is:

(1/3)(7 reactors)(0.5 points/reactor) = 1.16667 O&I Points (1/9)(1 spare reactor)(0.5 points/reactor) = 0.05556 O&I Points Total 1.22223 O&I Points \*

(b) The remaining O&I points are divided equally between Bonneville, Portland General, and Pacific Power & Light Co.

Equals (8 reactors)(0.5 points/reactor) = 4.00000 O&I Pointsminus the WAPA share =  $\frac{1.22223}{2.77777} \text{ O&I Points}$ 

The share per utility =  $\frac{2.77777}{3}$  = 0.92593 O&I Points

<u>Party</u>		O&I Workload Points *	O&I Percentage Responsibility (%) *
Bonneville Power Administration	$\frac{45.95}{4}$ + 0.92593	= 12.41343	17.49602
Portland General Electric Co.	$\frac{45.95}{4}$ + 0.92593	= 12.41343	17.49602
Western Area Power Administration (WAPA)1/	45.95 4	= 11.48750	16.19098
Pacific Power & (Exclusive Use 2 Light Co. + Joint Use 12	1.00000 .41343	= 33.41343	47.09433
WAPA Payment on USBR 1966 Agreem	ent <u>1</u> /	$= \frac{1.22223}{70.95000}$	1.72265 100.00000

MAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).
\* Rounded.

Exhibit A
Page 6 of 8
Contract No. 14-03-63625
Western Area Power Admin.
Effective at 2400 hours on
December 1, 1981

# Malin Substation Retroactive Adjustment of Utilities' Percentage Shares of O&I Costs By Periods from December 1, 1981

#### For the Period From 12/1/81 to 08/28/83

<u>Party</u>	Prior Percentage Share (%)	Prior Amount Billed (\$)	Revised Percentage Share (%) *	Revised Amount Billed (\$) *	Column (2) Minus Column (4) Credit or (Deficit) (\$)	O&M Trust Agreement No. 14-03-
×	(1)	(2)	(3)	(4)	(5)	
Bonneville Power Administration	19.007	75,319.36	17.79343	70,510.33	4,809.03	
f and General Electric Co.	19.01	75,331.26	17.79343	70,510.34	4,820.92	63627
Western Area Power Administration (WAPA) 1	/ 19.01	75,331.26	16.54997 +1.64137 18.19134	72,087.14	3,244.12	63625
Pacific Power & Light Co.	42.973	170,289.85	46.22180	183,163.92	(12,874.07)	62876
WAPA Payment on USBR 1966 Agreement <u>1</u> /	<u>2</u> /	<u>2</u> /	1.64137	<u>2</u> / <u>2</u> /	2/	63625
	100.00	396,271.73	100.00000	396,271.73	0.00	

WAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).

<sup>2/</sup> Included in WAPA's above percentage share.
\* Rounded.

Exhibit A
Page 7 of 8
Contract No. 14-03-63625
Western Area Power Admin
Effective at 2400 hours on
August 23, 1983

#### Malin Substation Retroactive Adjustment of Utilities Percentage Shares of O&I Costs By Periods from December 1, 1981

#### For the Period From 08/23/83 to 04/12/84

					Column (2)	0011
<u>Party</u>	Prior Percentage Share (%)	Prior Amount Billed (\$)	Revised Percentage Share (%) *	Revised Amount Billed (\$) *	Column (4) Credit or (Deficit) (\$)	O&M Trust Agreement No. 14-03-
	(1)	(2)	(3)	(4)	(5)	
Bonneville Power Administration	19.007	30,727.15	17.85865	28,870.70	1,856.45	*** <u>***</u>
Portland General Electric Co.	19.01	30,732.01	17.85865	28,870.71	1,861.30	63627
Western Area Power Administration (WAPA) <u>1</u> /	19.01	30,732.01	16.62643 +1.62652 18.25295	29,508.15	1,223.86	63625
Pacific Power & Light Co.	42.973	69,471.15	46.02975	74,412.76	(4,941.61)	62876
WAPA Payment on USBR 1966 Agreement <u>1</u> /	<u>2</u> /	<u>2</u> /	1.62652	<u>2</u> / <u>2</u> /	2/	63625
	100.00	161,662.32	100.00000	161,662.32	0.00	

<sup>1/</sup> WAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).

Rounded.

<sup>2/</sup> Included in WAPA's above percentage share.

Exhibit A
Page 8 of 8
Contract No. 14-03-63625
Western Area Power Admin.
Effective at 2400 hours on
April 12, 1984

# Malin Substation Retroactive Adjustment of Utilities Percentage Shares of O&I Costs By Periods from December 1, 1981

### For the Period From 04/12/84 to 03/31/85

<u>Party</u>	Prior Percentage Share (%) *	Billed (\$)	Revised Percentage Share (%) *	Billed (\$)	Column (2) Minus Column (4) Credit or (Deficit) (\$)	O&M Trust Agreement No. 14-03-
	(1)	(2)	(3)	(4)	(5)	
Bonneville Power Administration	19.007	53,670.17	17.49602	49,403.61	4,266.56	
land General Electric Co.	19.01	53,678.65	17.49602	49,403.61	4,275.04	63627
Western Area Power Administration (WAPA) <u>1</u> /	19.01	53,678.65	16.19098 +1.72265 17.91363	50,582.83	3,095.82	63625
Pacific Power & Light Co.	42.973	121,343.11	47.09433	132,980.53	(11,637.42)	62876
WAPA Payment on USBR 1966 Agreement 1/	<u>2</u> /	<u>2</u> /	1.72265	<u>2</u> / <u>2</u> /	<u>2</u> /	63625
	100.00000	282,370.58	100.00000	282,370.58	0.00	

<sup>1/</sup> WAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).

<sup>2/</sup> Included in WAPA's above percentage share.
\* Rounded.

<sup>-</sup>PKT-0557e)

#### U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION

BPA F 1325.01 (01-89) (Previously BPA 1100)

DATE : January 16, 1990

Memorandum

FROM : Jack W. Richey, Public Utilities Specialist

Regional Transmission Section - PMTT

SUBJECT: Internal Audit's Report on Review of Malin Substation Operation and

Maintenance Trust Agreements

70 PMT Contract Files - PMT

In compliance with the Recommendation No. 1 of the Chief Auditor's report No. AK-90-14 of December 1989, the following contract amendments have become necessary at such time as certain reactors are replaced or changes are made concerning the spare reactor at Malin.

- 1. Western Area Power Administration No. 14-03-63625; increase the annual fixed-rate charge for shunt reactors and spare shunt reactor from \$13,220 to \$20,311.
- 2. Portland General Electric No. 14-03-63627; increase the annual fixed-rate charge for the spare shunt reactor from \$2,259 to \$3,440.

It is recognized that to attempt to negotiate contract amendments for the sole purpose of updating these charges would be inappropriate. However, the above-mentioned replacement or changing of reactors (or other changed conditions) would necessitate amendments, in which a revision of the outdated fixed rates could properly be included.

JRichey:sc:4152 (VS6-PMTT-4346d)

cc:

M. Caldwell - AKP

N. Mitman - DSOG

U. Jonas - PMR

A. Burns - PMT

D. Loraas - PMTT

D. Ross - PMTT

A. Aplass - WCA

Official File - PMT (PM 12-17)

# THE UNITED STATES OF AMERICA DEPARTMENT OF THE INTERIOR

MEMORANDUM OF UNDERSTANDING

executed by the

#### BONNEVILLE POWER ADMINISTRATOR

and the

#### BUREAU OF RECLAMATION

RATOR POOL

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3. Duties of the Administrator	. 4
4. Transfer of Facilities	. 5

This MEMORANDUM OF UNDERSTANDING, executed <u>September 15</u>, 1966, by the BONNEVILLE POWER ADMINISTRATOR (hereinafter called "the Administrator"), United States Department of the Interior, and the BUREAU OF RECLAMATION (hereinafter called "the Bureau"), United States Department of the Interior, acting by and through the Regional Director, Region 2,

WITNESSETH:

whereas the United States, acting by and through the Bureau and the Administrator, Pacific Power & Light Company, and Portland General Electric Company (hereinafter called "Portland General"), intend to enter into an agreement (designated as Contract No. 14-03-59840) which outlines the duties and ownership of the parties with respect to the proposed Malin substation near Klamath Falls, Oregon; and

WHEREAS the proposed Malin substation is a part of the Pacific Northwest-Pacific Southwest Intertie program as recommended to Congress by the Secretary of the Interior and approved by Congress by making appropriations for the construction of the Government's portion thereof; and

WHEREAS the Administrator is constructing a 500 kv transmission line from the Grizzly substation near Bend, Oregon, to
the Malin substation, and the Bureau is constructing a 500 kv
transmission line (hereinafter called "the Malin-Round Mountain
line") from the Malin substation to the Round Mountain substation
near Redding, California; and

WHEREAS the Administrator plans to design and construct the 500 kv switchyard and shunt reactor facilities in the Malin substation, and the Bureau desires that the Administrator construct the Bureau's series capacitor facilities and provide reactive capacity for the Bureau's Malin-Round Mountain line in said shunt reactor facilities; and

WHEREAS the parties hereto agree that it is in the best interests of the Government that the Administrator design and provide all labor and material to install said shunt reactor and

series capacitor facilities for the Bureau, and operate and maintain all Bureau facilities within the Malin substation; and

WHEREAS the Administrator is authorized to dispose of electric energy generated at various federal hydroelectric projects in the Northwest and enter into related agreements in accordance with the Bonneville Project Act, approved August 20, 1937, as amended, and pursuant to the following orders of the Secretary of the Interior: No. 2563 dated May 2, 1950, and No. 2860 dated January 19, 1962, as amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. Term of Agreement. The term of this agreement will be coextensive with the term of said Contract No. 14-03-59840, as the same may be amended, extended, or renewed, and shall continue thereafter so long as is necessary pursuant to the terms of section 14 of said contract.
  - 2. Transfer of Funds.
- (a) The Bureau shall reimburse the Administrator for the cost and expense, including overhead, of carrying out the duties of the Administrator specified in sections 3(a), 3(b) and 3(c) hereof. Such transfer of funds shall be made to the Administrator upon the Bureau's receipt of a Government Standard Form No. 1081 (hereinafter called "Form SF 1081") from the Administrator after all or significant portions of the work have been accomplished. For budgeting purposes only it is estimated that reimbursements by the Bureau under this subsection 2(a) will be in the total approximate sum of one million one hundred twenty thousand dollars (\$1,120,000).

(b) The Bureau shall reimburse the Administrator for: (1) the actual cost, including overheads, of operating and maintaining the Bureau's portion of facilities specified in section 3(e) hereof in an amount determined from the Administrator's accounting records and, (2) one-third of the annual costs, including overheads, of the shunt reactor facilities and one-ninth of the annual cost, including overheads, of the spare shunt reactor installed, operated and maintained by the Administrator pursuant to section 3(d) hereof. An annual charge of thirteen thousand two hundred twenty dollars (\$13,220) will be deemed to cover the Bureau's portion of the interest, amortization, and routine operation and maintenance, including overheads, of the shunt reactor facilities and spare shunt reactor. In addition, if the failure of a Government shunt reactor in the Malin substation requires installing the spare shunt reactor in place of the installed reactor, and/or repair of the installed reactor, the Bureau shall reimburse the Administrator for one-third of the cost, including overheads, to install the spare shunt reactor and/or the repair of the installed unit.

After the close of each fiscal year and after the termination of this agreement, the Administrator shall submit a statement of charges pursuant to subparagraphs (1) and (2) above. The Bureau shall pay such charges to the Administrator within thirty (30) days after receipt of such statement by transfer of funds on Form SF 1081.

- 3. Duties of the Administrator. The Administrator shall:
- (a) purchase and develop land for the Bureau's series capacitor facilities at Malin substation, and design, furnish all labor and material and construct such series capacitor facilities in accordance with technical requirements provided by the Bureau;

- (b) purchase right-of-way from the Bureau's series capacitor facilities to the Oregon-California border for the Bureau's Malin-Round Mountain line, all within Malin substation;
- (c) furnish all material and labor to install a slack span of conductor between the deadend structure of the Bureau's Malin-Round Mountain line and the Bureau's series capacitor facilities;
- (d) design, furnish all labor, material and land necessary to construct, operate and maintain the Government's shunt reactor facilities at Malin substation. Such facilities will include a spare shunt reactor and necessary storage facilities for such spare reactor. One-third of such shunt reactor facilities and one-ninth of such spare shunt reactor are required for compensation on the Bureau's Malin-Round Mountain line. The spare shunt reactor will be used as a spare in case of failure in the Government's shunt reactor installations at Malin and Grizzly substations or a failure in Portland General's shunt reactor facilities at Malin substation; and
- (e) upon completion of construction of the Bureau's Malin-Round Mountain 500 kv transmission line, operate and maintain all of the Bureau's facilities located within the Malin substation in the same manner in which he operates and maintains similar facilities of the Administrator.
  - 4. Transfer of Facilities.

. /)

(a) The Administrator shall transfer to the Bureau all interests in land he acquired for (1) the Bureau's capacitor

facilities pursuant to section 3(a) hereof and (2) the right-ofway easement for the Bureau's Malin-Round Mountain line pursuant to section 3(b) hereof.

(b) The Bureau shall retain all interest in the series capacitor facilities constructed by the Administrator pursuant to section 3(a) and the slack span of conductor installed by the Administrator pursuant to section 3(c) hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in several counterparts.

UNITED STATES OF AMERICA Department of the Interior

(SEAL)

Acting Bonneville Power Administrator

BUREAU OF RECLAMATION

Ву

ctor, Region

# OEM TRUST AGREEMENT

executed by the

# UNITED STATES OF AMERICA

# DEPARTMENT OF THE INTERIOR

acting by and through the

# BONNEVILLE POWER ADMINISTRATOR

and

# PORTLAND GENERAL ELECTRIC COMPANY

# providing for operation and maintenance of part of the Company's facilities in the Malin Substation

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Exhibit C (Provisions Required by Statute or Executive Order)	3

This OEM TRUST ACREEMENT, executed <u>October 13</u>, 1967, by the UNITED STATES OF AMERICA (hereinafter called "the Government"), Department of the Interior, acting by and through the BONNEVILLE POWER ADMINISTRATOR (hereinafter called "the Administrator"), and PORTLAND GENERAL ELECTRIC COMPANY (hereinafter called "the Company"), a corporation organized and existing under the laws of the State of Oregon,

#### WITNESSETH:

WHEREAS the United States, acting by and through the Bureau of Reclamation and the Administrator, the Company, and Pacific Power & Light Company (Pacific) have entered into an agreement (designated as Contract No. 14-03-59840) which outlines the duties and ownerships of the parties with respect to the proposed Malin substation near Malin, Oregon; and

WHEREAS the proposed Malin substation is a part of the Pacific Northwest-Pacific Southwest Intertie program as recommended to Congress by the Secretary of the Interior and approved by Congress by making appropriations for the construction of the Government's portion thereof; and

WHEREAS the parties hereto desire to enter into an agreement which provides for payment by the Company of its share of the cost of operation and maintenance performed by the Administrator at the Malin substation pursuant to said Contract No. 14-03-59840; and

whereas Pacific and the Administrator intend to enter into a similar trust agreement (designated as Contract No. 14-03-62876) which provides for payment by Pacific of its share of the cost of operation and maintenance performed by the Administrator at the Malin substation pursuant to said Agreement No. 14-03-59840; and

WHEREAS the Administrator is authorized to dispose of electric energy generated at various federal hydroelectric projects in the Northwest and enter into related agreements in accordance with the Bonneville Project Act, approved August 20, 1937, as amended, and pursuant to the following orders of the Secretary of the Interior: No. 2563 dated May 2, 1950, and No. 2860 dated January 19, 1962, as amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

- l. Term of Agreement. The term of this agreement will be coextensive with the term of said Contract No. 14-03-59840, as the same may be amended, extended, or renewed and shall continue thereafter so long as is necessary to accommodate operations pursuant to Section 14 of said Contract No. 14-03-59840.
  - 2. Exhibits and Definitions.
- (a) Exhibits A, B, and C attached hereto are by this reference incorporated herein as fully as though set forth verbatim in the body of this agreement. The Company shall be "the Contractor" mentioned in Exhibit C.
- (b) The "Malin substation" and the "500 kv Switchyard" shall have the meaning as defined in Contract No. 14-03-59840.

- 3. <u>Trust Fund</u>. The Company shall advance to the Administrator during the term of this agreement the total of the following:
  - (a) the total cost of maintenance of facilities solely owned by the Company and maintained by the Administrator as specified in Exhibit A;
  - (b) sixteen and five-tenths percent (16.5%) of the Administrator's total cost of operating the Malin substation and those facilities in the Pacific's adjacent 500/230 kv substation operated and/or inspected by the Administrator as specified in Exhibit B;
  - (c) twenty-five percent (25%) of the total cost of maintaining the facilities in the 500 kv Switchyard which are owned by the parties hereto and Pacific jointly as specified in section 5 of said Contract No. 14-03-59840;
  - (d) sixteen and five-tenths percent (16.5%) of the total cost of maintaining the entrance road from the county road at Loveness Mill to the control house; provided, however, that any damage to the road bed due to any party's hauling of equipment on such road shall be the responsibility of that party and not be a part of costs under this section; and
  - (e) beginning on April 1, 1968, two thousand two hundred fifty-nine dollars (\$2,259) each year, which is one-third of the annual cost of the spare shunt reactor made available to the Company pursuant to subparagraph 4(a)

The percentages set forth in subsections (b), (c) and (d) above were derived from assumptions as to the nature and relative

extent and cost of such operation and maintenance, which assumptions have been agreed upon by the parties and Pacific. If experience in operation so indicates, or if a change in conditions occurs which substantially affects any of the foregoing percentages. said percentages shall be changed accordingly by supplement to this agreement.

Not later than thirty (30) days prior to the estimated date on which the first 500 kv line from Malin to Grizzly substations is to be placed in regular and continuous operation at a nominal voltage of 500 kv, the Company shall advance to the Administrator the amount estimated by him to be the total of the above costs for the period ending at the end of the calendar quarter in which such operation begins. The Company shall, on the first day of each subsequent calendar quarter, make further quarterly advances to the Administrator in amounts requested by him based on his latest estimates of the above costs.

All amounts so advanced by the Company shall be collectively called "the trust fund" and shall be held by the Administrator in trust to defray the expense and cost to the Administrator of performing the Company's share of the work specified in section 3 hereof. If at any time hereafter the Administrator estimates that the amount in the trust fund during any quarter is insufficient to pay the Company's share of the expense and cost of performing such duties, the Company will promptly advance to the Administrator, on receipt of his request, such additional moneys as he estimates will be required for that quarter. If at the end of any calendar quarter the Administrator determines that

payments to the Trust Fund by the Company have exceeded the Company's share of costs and expenses specified in this section such excess shall be credited against and shall reduce payment for the succeeding calendar quarter to be made by the Company.

All moneys so received by the Administrator will be placed in a trust account in the United States Treasury subject to withdrawal as provided in 31 U.S.C., sections 725r and 725s, for payment of the expense and cost of performing the duties imposed on the Government by this agreement.

# 4. Duties of the Administrator.

- (a) The Administrator will:
- (1) operate the Malin substation and operate and/or inspect those facilities in the Pacific's adjacent 500/230 kv substation as specified in Exhibit B:
- (2) maintain all of the jointly-owned facilities of the Company, Pacific, and the Government in the 500 kv Switchyard;
- (3) provide regular maintenance of the solely-owned facilities of the Company in the Malin substation as specified in Exhibit A; provided, however, that the Company shall replace at its expense, all parts required for any maintenance of such facilities;
- (4) maintain the entrance road from the County road at Loveness Mill to the control house:
- (5) pursuant to section 9(c) of said Agreement No. 14-03-59840, provide at the request of the Company, such

emergency maintenance on the Company's solely-owned facilities in the Malin substation as the Administrator deems he is able to provide; and

- (6) maintain one shunt reactor at Malin substation as a spare for the Government's shunt reactor banks at Malin and Grizzly substations and the Company's shunt reactor bank at Malin substation. If a failure occurs in either party's shunt reactor facilities the spare reactor will be available to either party for permanent installation in place of the defective unit. The party owning the defective unit will promptly initiate repair or replacement of such unit and make it available for use as a spare for both party's reactor facilities. All expense of installation, repair, and replacement involved in replacing a defective reactor will be borne by the owner of the reactor facilities where failure occurs.
- (b) The Administrator shall furnish all labor required to operate, inspect, and maintain facilities as provided in subsection (a) of this subsection, and furnish all parts for the jointly-owned facilities in the 500 kv Switchyard, and shall perform the work by force account, by contract, or by both, in the same manner and subject to the same limitations as if all funds being expended therefor were Government funds.
  - 5. Revision of Exhibit.
- (a) Exhibit A may be revised at any time by mutual agreement of the parties to add other solely-owned facilities of the

Company which the Administrator will maintain. Exhibit A shall be revised upon ninety (90) days' written notice by either party to the other to delete facilities maintained by the Administrator, provided that Exhibit A shall not be revised by each party more than once in each calendar year.

- (b) Exhibit B may be revised at any time by mutual agreement of the parties and Pacific to add or delete facilities in Pacific's 500/230 ky substation operated by the Administrator.
  - 6. Accounting.
- (a) Within sixty (60) days after January 1 of each year in the term hereof, the Administrator will make a full accounting to the Company showing the receipts credited to, and the costs and expenses charged against, the trust fund for the preceding year. In addition the Administrator will provide the Company a memorandum accounting quarterly showing the receipts credited to, and the costs and expenses charged against the trust fund for the previous calendar quarter.
  - (b) The costs and expenses of performing the work mentioned in section 3 hereof shall be proper charges against said trust fund, and shall be determined by charging the cost elements exclusive of interest in the same manner as if Government funds were being expended, including, among other items, labor, annual and sick leave obligations, contributions employee benefits, equipment use, tool and stores expense, expense of transportation of any materials or equipment required for such maintenance

which is not included as stores expense, expense and cost incurred to make the accounts provided for in this section, and overheads reasonably allocable thereto.

7. Final Settlement. After termination of this agreement the Administrator shall determine the total costs and expenses to the date of termination. If the Company's share of such costs and expenses exceed the amount previously paid by the Company, the Company will promptly pay the difference; if payments by the Company exceed the Company's share, the Administrator will promptly refund the difference to the Company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in several counterparts.

UNITED STATES OF AMERICA Department of the Interior

(SEAL)

Acting Ponneville Power Administ

By El Itachus

PORTLAND GENERAL ELECTRIC CO

(SEAL)

VICE PRESIDENT

ATTEST:

APPROVED AS TO FURM,

9

# Solely-Owned Facilities of the Company Maintained by the Administrator

The Administrator shall perform routine maintenance on the following solely-owned facilities of the Company:

(a) all of the Company's facilities and yard within the 500 kv Switchyard of the Malin substation except the Company's 500 kv circuit breaker and associated disconnect switches.

## EXHIBIT B

# FACILITIES IN PACIFIC'S 500/230 KV SUBSTATION OPERATED AND/OR INSPECTED BY THE ADMINISTRATOR

# Operation and Inspection

- 1. 2 13.8 kv, 2000 ampere metal clad magnetic air circuit breakers for switching 2 40 MVAR reactors
- 2. 1 500 kv, 2400 ampere group operated disconnect switch and connecting bus
- 3. 1 230 kv, 1600 ampere, 1500 MVA oil circuit breaker

# Inspection Only

- 1. 3 Single Phase 500/230 kv auto transformers
- 2. 1 13.2 kv 3 phase oil filled shunt reactor (2 40 MVAR units in single tank)
- 3. 1 230 kv phase shifter

## PROVISIONS REQUIRED BY STATUTE OR EXECUTIVE ORDER

# Contract Work Hours Standards Act - Overtime Compensation.

This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (Public Law 87-581, 76 Stat. 357-360) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Contract Work Hours Standards Act.

- (a) No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.
- (b) In the event of any violation of the provisions of subsection (a), the Contractor and any subcontractor responsible for such violation shall be liable to any affected employee for his unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the provisions of subsection (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a workweek without payment of the required overtime wages.
- (c) The Administrator may withhold, or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, the full amount of wages required by this contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in subsection (b).
- (d) The Contractor shall require the foregoing subsections (a), (b), (c) and this subsection (d) to be inserted in all subcontracts.
- (e) The Contractor shall keep and maintain for a period of three (3) years from the completion of this contract the information required by 29 CFR § 516.2(a). Such material shall be made available for inspection by authorized representatives of the Government, upon their request, at reasonable times during the normal work day.

Convict Labor. The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

Nondiscrimination. During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Administrator, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Administrator and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled.

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies imvoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Administrator may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Administrator, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Interest of Member of Congress. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to such contract if made with a corporation for its general benefit.

#### MEMORANDUM OF UNDERSTANDING

executed by the

## UNITED STATES OF AMERICA

#### **DEPARTMENT OF ENERGY**

acting by and through the

# BONNEVILLE POWER ADMINISTRATION

and

# **PACIFICORP**

This MEMORANDUM OF UNDERSTANDING (MOU) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and PACIFICORP. BPA and PacifiCorp are sometimes referred to individually as "Party" and collectively as "Parties".

#### **RECITALS**

This MOU memorializes specific agreements and other agreements in principle and identifies the Parties' specific agreements and mutual intent to engage in good faith negotiations and coordination to seek to reach mutually satisfactory outcomes.

The following constitutes the understandings of the Parties:

#### 1. TERM

This MOU will continue until the earlier of: (1) two years from the date the MOU is executed by the Parties; or (2) mutual agreement to terminate this MOU between the Parties.

## 2. PROJECT PLAN, KEY MILESTONES, AND DELIVERABLES

The Parties agree as follows. For any of the following provisions that require further negotiations, the Parties will negotiate in good faith to achieve each deliverable within specified and mutually agreed upon timelines, as described in this section.

#### (a) Malin Substation Work.



- (1) PacifiCorp agrees to BPA's performance of the scope of work at Malin Substation and PacifiCorp's 230 kV yard at Malin Substation, provided however, any change to the scope of work will be subject to review and agreement between the Parties to develop a cost-effective solution consistent with industry safety standards. PacifiCorp's share of the cost of the scope of work is as follows:
  - (i) Grading, drainage, rock, and ground mat repair, 49 percent;
  - (ii) Internal roads, 25 percent; and
  - (iii) D.C. cable, 11.25 percent.

The Parties agree upon the foregoing percentages for settlement purposes only, and agree that they shall not set a precedent for future maintenance cost allocation at Malin Substation:

- (2) The PacifiCorp cost allocation percentages in subsection (a)(1) are not intended to affect or be a precedent for Portland General Electric Co.'s (PGE) share of the cost of the current work at Malin Substation. PacifiCorp agrees to participate in discussions with BPA and PGE regarding PGE's share of the cost of the current work at Malin Substation; and
- (3) The Parties will work together and with PGE to resolve scope, applicable construction standards, responsibility for coordination and performance of work, and cost sharing allocation percentages for Malin Substation work on a *prospective* basis and reflect any such resolution in amended Malin Substation construction agreement(s), by February 1, 2015, subject to applicable regulatory approvals.

#### (b) Eastbound Flows on the Midpoint-Meridian Line.

- (1) By April 1, 2015, PacifiCorp and BPA shall ensure that the Midpoint-Meridian line, or any segment thereof including the Hemingway-Summer Lake segment, is operated in a manner to manage west to east flows to within the operating parameters agreed to by PacifiCorp and BPA consistent with applicable agreements between the Parties relating to the operation of the Midpoint-Meridian line and the NW AC Intertie.
- (2) The Parties will implement the operating parameters agreed to under subsection (b)(1) to operate Path 66 and Path 75.
- (3) PacifiCorp and BPA will coordinate seasonal studies concerning Path 66 and Path 75 through the Peak Reliability Coordinator's established seasonal system operating limit coordination process, or its successor.

- (4) After six months of operation under the provisions of subsection (b)(1), the Parties shall jointly review implementation of the operating parameters.
- (5) Without limiting the Parties' obligations under subsection (b)(1), the Parties will support efforts to have Path 75 accepted as a Qualified Path under the WECC Unscheduled Flow Mitigation Plan, including consultation with Peak Reliability Coordinator.
  - (i) By April 1, 2015, in support of this subsection (b)(5), the Parties agree to facilitate the exchange of information, including but not limited to, eTags or scheduling information. The foregoing shall be subject to execution of any appropriate non-disclosure agreements.

## (c) NW AC Intertie Curtailments.

- (1) The Parties agree to work to consistently account for transmission usage on the NW AC Intertie. The Parties agree to manage the AC Intertie Agreement Scheduling Rights consistent with section 5(e)(5) of the AC Intertie Agreement executed August 5, 2014.
- (2) BPA shall develop and implement protocols for *pro rata* curtailments during scheduling intervals of the capacity share of other NW AC Intertie facility owners as soon as practicable, in accordance with business requirements and project milestones established by BPA in consultation with NW AC Intertie facility owners.
- (3) PacifiCorp shall not submit 15-minute schedules until BPA has implemented systems and processes to accommodate such schedules.
- (d) Generation Control. For the benefit of the interconnected transmission system,
  - (1) <u>Leaning Juniper</u>. By January 1, 2015, the Parties will agree to a project plan with respect to implementation of effective controls to meet the requirements to operate in automatic voltage control mode (AVR in service and controlling voltage), per NERC VAR-002-2b, R1. The Parties will initiate the project plan by June 1, 2015.
  - (2) <u>Hermiston Generation</u>. By January 1, 2015, the Parties will evaluate and study the application, at no cost to BPA, of a remedial action scheme.

- (3) <u>Swift Generation</u>. PacifiCorp will demonstrate to BPA improvements to its Swift generation remedial action scheme consistent with applicable remedial action scheme reliability requirements by January 1, 2015.
- (e) Applicability of Dynamic Transfer Capability Business Practice. By February 1, 2015, the Parties will establish a plan and schedule to analyze the applicability of the current Dynamic Transfer Capability (DTC) Business Practice to NW AC Intertie schedules. The Parties agree that BPA will begin a process no later than April 1, 2015, to consider new operational and commercial frameworks for the effectuation of dynamic transfers based on, in part, operational data and experience from all available sources. No later than January 1, 2016, BPA shall make a determination, including the completion of any necessary stakeholder processes and necessary adjustments to existing BPA processes and procedures. BPA will adopt temporary or pilot procedures, prior to January 1, 2016, provided the operational data and experience demonstrates operation consistent with the quality and reliability of service required by each Party's Open Access Transmission Tariff and any other existing agreements or regulations.
- (f) Future Amendments to Legacy Agreements. The Parties agree to meet no later than April 1, 2015, to discuss potential revisions to agreements between the Parties, including but not limited to, the Capacity Ownership Agreement and Midpoint-Meridian Agreement. The Parties agree that affected stakeholders may participate in the discussions.

#### 3. LIMITATION OF LIABILITY

Each of the Parties acknowledges and agrees that the other Parties shall not be liable to it for any claim, loss, cost, liability, damage, or expense, whether at law or in equity, except for actual, direct damages only, which shall under no circumstances include any special, indirect, exemplary, punitive, incidental, or consequential loss or damage (including any loss of revenue, income, profits, or investment opportunities or claims of third party customers), arising out of or directly or indirectly related to any other Party's performance or nonperformance under this MOU. The rights and obligations under this Section 3 shall survive the expiration and termination of this MOU.

# 4. SIGNATURES

The Parties have executed this MOU as of the last date indicated below.

PACIFICORP	UNITED STATES OF AMERICA
	Department of Energy
	Bonneville Power Administration
By: Matalie Hock	By:
Name: Natalie Hocken	Name: Robert King
(Print/Type)	(Print/Type)
Title: SVP, Transmissing & System	Title: V.P., Transmission Markety
Date: Stelle Operations	& S. Acces
Date: 8514	Date: 8/5/14

# **OPERATING & SCHEDULING AGREEMENT**

# executed by the

# **UNITED STATES OF AMERICA**

#### DEPARTMENT OF ENERGY

# acting by and through the

# **BONNEVILLE POWER ADMINISTRATION**

#### and

#### **PACIFICORP**

#### and

#### SIERRA PACIFIC POWER COMPANY

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#### RECITALS

Bonneville Power Administration (BPA), Sierra Pacific Power Company (Sierra), and PacifiCorp, the Parties, executed Contract No. 95MS-94600 (Alturas Intertie Project Interconnection and Operation and Maintenance Agreement, or Interconnection Agreement), which required the Parties to jointly develop guidelines for the scheduling of transmission and operation of the Alturas Intertie Project.

The Parties therefore agree to the following terms:

#### 1. **DEFINITIONS**

"Agreement" means this Operating Agreement, as may be amended.

"Interconnection Agreement" means Contract No. 95MS-94600, the Alturas Intertie Project Interconnection and Operation and Maintenance Agreement, executed by the Parties.

"Project" means the Alturas Intertie Project as defined in the Interconnection Agreement.

"Prudent Utility Practices" means the generally accepted design, practices, methods, and operation of a power system, to achieve safety, dependability, efficiency, and economy, and to meet utility and industry codes, standards, and regulations.

#### 2. TERM

This Agreement shall become effective upon the energization of the Project and will terminate:

- (a) at any time upon mutual agreement of the Parties; or
- **(b)** upon decommissioning of the Project.

Any Party may terminate this Agreement upon 90 days written notice to the other Parties. If one Party elects to terminate, then the remaining Parties will negotiate a successor agreement for the operation of the Project.

#### 3. EXHIBITS AND ARTICLES INCORPORATED BY REFERENCE

(a) Exhibits. Exhibits may be revised as necessary and executed by all three Parties. Any Party may revise Exhibit D in accordance with section 4 below. The following Exhibits are a part of this Agreement:

Exhibit A (Facilities Owned and Operated by the Parties)

Exhibit B (Transmission Scheduling Procedures for the Project)

Exhibit C (Remedial Action Scheme)

Exhibit D (Operator Contacts)

Exhibit E (Control Area Boundary Map)

(b) Other Documents. While not incorporated in this Agreement, the following documents are those applicable to system operation at the time this Agreement was signed. These documents will be updated as necessary. The Party originating or responsible for the updating of a document will forward any updates to the Parties at the address provided in section 4 below. These documents are: BPA System Dispatchers' Standing Order 306 and 311; Nomogram (North of John Day vs. COI/NW-Sierra or PDCI); and Sierra's Switching Orders for Project.

#### 4. NOTICES AND COORDINATION OF ACTIVITIES

#### (a) Contract administration contacts.

Notices for addressing non-operational aspects of this Agreement, including changes in the contract administration contacts, shall be made in writing and delivered by mail or other means agreed to by the Parties. Any changes to these contacts shall be made in writing and sent within 30 days.

If delivered to BPA: Account Executive for Sierra Pacific – TM/Ditt2

**BPA Transmission Marketing & Sales** 

Highway 99W P. O. Box 491

Vancouver, Washington 98666

If delivered to Sierra: Director of Transmission Services

Sierra Pacific Power Company

6100 Neil Road P. O. Box 10100

Reno, Nevada 89520-0024

If delivered to PacifiCorp: Transmission Account Manager

PacifiCorp

830 N.E. Holladay, Suite 210 Portland, Oregon 97232

#### (b) Routine Operational contacts

Within thirty (30) days of the execution of this Agreement, but prior to the energization of the Project, each Party shall send to the other Parties the name (if applicable), address, voice phone number, and FAX number of the individual(s) to be contacted for non-emergency activities associated with the Project. Such activities include, but are not limited to, outage coordination, transmission scheduling, generation dispatch (real-time AGC), and system dispatch.

# (c) Emergency contacts.

All emergency contact shall be made between the dispatchers of the respective Parties. Within thirty (30) days of the execution of this Operating Agreement, but prior to the energization of the Project, each Party shall send to the other Parties the name or title, phone

number, and FAX number of the individual(s) to be contacted in the event of an emergency.

#### 5. RELATIONSHIP TO EXISTING AGREEMENTS

## (a) Specific to Project

This Agreement describes operating and scheduling procedures associated with the Project. Current criteria and practice under the Western Systems Coordinating Council (WSCC), Western Regional Transmission Association (WRTA), Northwest Regional Transmission Association (NRTA), and Northwest Power Pool (NWPP) shall continue to be observed by the Parties in operating and scheduling transmission on the Project. Each entity with operating responsibilities will develop and implement operating procedures and instructions that are compliant with applicable reliability standards.

#### (b) Technical Guidelines

This Agreement outlines only technical aspects of operating and scheduling transmission on the Project. Commercial arrangements shall be addressed in other agreements.

### (c) Relationship to the Interconnection Agreement

Obligations of the Parties identified in sections 12(a) and 12(b) of the Interconnection Agreement, as may be amended, will remain in effect through the term of this Agreement. This Agreement satisfies the requirements of section 12(c) of the Interconnection Agreement.

# (d) Non-AC Intertie Schedules on the Project

The Parties can deliver or take receipt of power and energy over the Project via facilities other than the Northwest AC Intertie conditioned on demonstration that the Parties are:

- (1) in compliance with the operative "WSCC Procedures for Regional Planning Project Review and Rating Transmission Facilities," as may be amended or replaced,
- (2) do not impact Northwest AC Intertie Operation Transfer Capability (OTC), and
- (3) comply with terms and conditions of all existing contracts and agreements.

#### 6. VOLTAGE CONTROL

#### (a) Voltage Relay Settings

Voltage relays shall be installed prior to energization of the Project and maintained in service on reactive devices associated with the Project to the extent possible. The Parties shall set the voltage relays to coordinate with the system voltage guidelines and requirements in accordance with Prudent Utility Practice. If one Party makes changes

in application or settings of these relays, that Party shall report such changes to the other Parties as soon as practicable.

# (b) Voltage Coordination and Reactive Devices

Consistent with Prudent Utility Practice, the Parties will coordinate voltage guidelines acceptable to all three Parties for the transmission system related to the Project, including Malin, Warner, and Hilltop Substations. Reactive devices will be operated to support these voltages. Sierra is responsible for the operation of reactive devices at Hilltop Substation which are associated with Project, in coordination with both BPA and PacifiCorp. Sierra will notify BPA and PacifiCorp of any change in the operational status of such reactive devices.

#### 7. OUTAGE COORDINATION

#### (a) Regional Practice

The Parties shall use applicable procedures, regional practices, and reliability criteria considered Prudent Utility Practice, including those established by the NERC, WSCC, and NWPP for coordinating outages.

#### (b) Notices

Each Party shall endeavor to provide at least 72 hours notice for outages to the contacts provided per section 4(b) above, except in a safety or reliability emergency, or unless a different notice period is required as part of a regional process.

#### 8. SWITCHING AND ELECTRICAL LIMITS

- (a) All switching for energization and de-energization (including testing) of transmission facilities will be coordinated by the Parties. Contacts are as provided in section 4(b) and 4(c) above, as appropriate.
- **(b)** Immediately prior to switching on any of the Project facilities the BPA and Sierra dispatchers shall communicate with each other.
- PacifiCorp will contact BPA for switching involving BPA's Malin-Warner transmission line. BPA will provide PacifiCorp with switching instructions and provide timely notice to Sierra. Sierra will be notified immediately prior to the de-energization of BPA's Malin-Warner transmission line, except under an extreme emergency, and notified shortly after the line is returned to service.
- (d) Sierra's Switching Orders shall be forwarded to BPA prior to execution of this Agreement. BPA shall provide PacifiCorp and Sierra with a copy of those Switching Orders along with a copy of the Agreement to be executed. Sierra will endeavor to provide BPA with updated Switching Orders at least 30 days prior to the new Switching Orders being effective. BPA will forward the revised Switching

Orders within 5 working days of receipt of the new Switching Orders from Sierra.

**(d)** Electrical limits of a facility shall be determined by the operator of that facility and coordinated with the other Parties.

#### 9. FACILITIES

#### (a) Ownership, Maintenance, and Operation

Ownership and responsibility for maintenance and operation of facilities associated with the transmission system from PacifiCorp's Malin Substation to Sierra's Hilltop Substation are included in Exhibit A. The Parties agree to review the information in Exhibit A at least annually and update Exhibit A as necessary.

# (b) Access to Hilltop Substation

Hilltop Substation, where BPA connects Project with its Malin-Warner 230 kV transmission line, is owned and operated by Sierra. Sierra shall grant BPA access to Hilltop Substation. No reasonable request shall be denied.

#### 10. TRANSMISSION SCHEDULING AND OPERATION

# (a) Procedures for Scheduling

Guidelines for scheduling transmission on the Project are in Exhibit B.

#### (b) Bordertown Phase Shifter

Sierra will operate its Bordertown phase shifter consistent with section 9(a)(2) of the Interconnection Agreement and section 7(a) of this Agreement, and with all applicable reliability criteria.

#### (c) Transmission Reliability Margin

Parties shall endeavor to manage schedules in a manner to minimize real time curtailments. When curtailments are anticipated, the Party setting scheduling capabilities will consider actions such as applying a Transmission Reliability Margin (TRM).

#### (d) Scheduling Limits

All applicable reliability criteria shall be applied in administering schedules on the Project.

#### (e) Curtailments and Overload Mitigation

The Parties shall develop and maintain operating procedures for mitigating operation outside of reliable operating limits. Such procedures, which may be revised from time to time, are in Exhibit C.

#### (f) Control Areas

Control area boundaries are mapped in Exhibit E.

- (1) PacifiCorp's Malin Substation is located in the PacifiCorp control area.
- (2) BPA's Malin-Warner 230 kV transmission line and the 230 kV portion of Hilltop Substation is located in BPA's control area.
- (3) The Reno-Alturas 345 kV transmission line up through the 345/230 kV transformer at Hilltop Substation is located in Sierra's control area.

#### 11. SIGNATURES

The Parties hereby execute three copies of this Agreement. Each executed copy shall be deemed an original.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By /S/ SUSAN E. GARIFO FURST

Name Susan E. Garifo Furst
Transmission Account Executive
Date 22 December 1998

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By /S/ CLIFFORD C. PERIGO

Name Clifford C. Perigo
Senior Account Executive
Date 12-23-98

PACIFICORP

SIERRA PACIFIC POWER COMPANY PACIFICORP

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Exhibit A, Page 1 of 1 Contract No. 99TX-10197 PacifiCorp; Sierra Effective at 2400 hours on the Date of Energization of the Project

#### FACILITIES OWNED AND OPERATED BY THE PARTIES

Location	Facility	Owned by	Operated by	Maintained by	Control Area
Malin Substation	500-230 kV Transformer and 230 kV breaker	PacifiCorp	PacifiCorp	PacifiCorp	PacifiCorp
Aalin Substation to Hilltop Substation to Warner Substation	The "Continuous Path" defined in the Interconnection Agreement, i.e., the transmission path of BPA's Malin-Warner line including the 230 kV line fold and 230 kV breaker and associated bus and disconnect switches at Hilltop Substation.	BPA	ВРА	BPA	BPA
Hilltop Substation	Hilltop Substation	Sierra	Sierra	Sierra	Sierra
Hilltop Substation	Two sets of three each 230 kV pt's	BPA	BPA	BPA	BPA
Hilltop Substation	230 kV ring bus, consisting of three 230 kV 1600 A power circuit breakers, seven 230 kV group operated 1600 A disconnect switches, and three sets of potential transformers	Sierra	BPA	BPA	BPA
Hilltop Substation			BPA	BPA	BPA
Hilltop Substation 230 kV outdoor miscellaneous items (footings, groundings, supports, insulators, fillings, cables, conduits)		Sierra	BPA	Sierra	BPA
Hilltop Substation	230-345 kV Transformer	Sierra	Sierra	Sierra	Sierra
Hilltop Substation	345 kV Terminal	Sierra	Sierra	Sierra	Sierra
Hilltop Substation	Fiber Optics Communication	Sierra	Sierra	Sierra	Sierra
Hilltop Substation	Communications equipment associated directly with controls, relays, and telemetering necessary for operation and maintenance of the 230 kV facilities	Sierra	BPA	BPA	Sierra
Bordertown Substation	Phase Shifting Transformer	Sierra	Sierra	Sierra	Sierra
Varner Substation	Warner Substation	BPA	BPA	BPA	BPA
Varner Substation Relays		BPA	BPA	BPA	BPA

Exhibit B, Page 1 of 1 Contract No. 99TX-10197 PacifiCorp; Sierra Effective at 2400 hours on the Date of Energization of the Project

#### TRANSMISSION SCHEDULING GUIDELINES

- 1. For purposes of this Agreement, the control area boundary is at Hilltop Substation, where the BPA 230 kV transmission system and the Sierra 345 kV transmission system are interconnected (Exhibit E).
- 2. Each Party to this Agreement shall schedule, curtail, and charge for transmission consistent with its Tariff and prevailing contracts.
- 3. The transmission customer of any Parties to this Agreement has the responsibility to acquire all necessary transmission over the applicable transmission facilities of the Parties consistent with the Parties' Tariff.

Exhibit C, Page 1 of 1 Contract No. 99TX-10197 PacifiCorp; Sierra Effective at 2400 hours on the Date of Energization of the Project

#### REMEDIAL ACTION SCHEME

A Remedial Action Scheme (RAS) exists for the Project. The RAS includes equipment installed at Malin Substation and equipment installed at Hilltop Substation. The RAS is meant to effect line or reactor tripping for loss of the Malin 500/230kV transformer or loss of the Malin-Hilltop 230 kV transmission line.

#### **RAS #1**

Upon sustained loss of the Malin-Hilltop 230 kV transmission line (e.g., unsuccessful reclosing) the RAS at Hilltop Substation will:

- 1. For loads between 100 MW southbound and 150 MW northbound: no action.
- 2. For loads greater than 150 MW northbound: insert the 35 MVAR, 345kV reactor (at Hilltop Substation).
- 3. For loads between 100 MW and 235 MW southbound: trip 35 MVAR, 345kV reactor (at Hilltop Substation).
- 4. For loads greater than 235 MW southbound: trip the Hilltop-Bordertown 345 kV transmission line and insert the 35 MVAR, 345kV reactor (at Hilltop Substation).

The logic controller for RAS #1 is located at Hilltop Substation. Sensing the Malin-Hilltop transmission line out-of-service is the combination of equipment at Hilltop Substation and a transfer trip from Malin Substation.

#### **RAS #2**

Upon loss of the Malin 500/230 kV transformer the Malin Transformer RAS at Hilltop Substation will trip the Project for any southbound flows subject to arming based on seasonal nomograms.

The logic controller for RAS #2 is located at Hilltop Substation. Sensing the Malin 500/230kV transformer out-of-service is equipment at Malin Substation that sends transfer trip to Hilltop Substation.

Exhibit D, Page 1 of 1 Contract No. 99TX-10197 PacifiCorp; Sierra Effective at 2400 hours on the Date of Energization of the Project

**1. Contacts.** Pursuant to Section 4(b) of this Agreement, contacts for Routine Operations (non-emergency activities) must be provided within thirty (30) days of the execution of this Agreement, but prior to the energization date of the Project. Contacts for each Party as of December 1, 1998 are as follows:

Party	Outage	Transmission	Generation	System Dispatch
	Coordination	Scheduling	Dispatch	
BPA	All 230 kV	SW Preschedule	Generation	Munro CC
	facilities from	Vox 360-418-2501	Dispatch	Dispatch
	Malin to Hilltop	Fax 360-418-8208	Vox 360-418-2280	Vox 509-465-1820
	and beyond:		Fax 360-418-2938	or 888-835-9590
	Munro CC	Real-time Schedule		
	Vox 509-466-2444	Vox 360-418-2878		Dittmer Dispatch
		Fax 360-418-8740		Vox 360-418-2281
	JOHN DAY-COB			or 503-283-2501
	Dittmer Outage	Reservation Desk		Fax 360-418-2938
	Desk	Vox 360-418-8499		
	Vox 360-418-2274	Fax 360-418-8208		
	Reservation Desk			
	Vox 360-418-8499			
	Fax 360-418-8208			
PacifiCorp	System Outage	Trans. Scheduling	Generation	System Dispatch
r	Coordinator	Vox 503-251-5162	Dispatch	Vox 503-251-5230
	Vox 503-251-5157	Fax 503-251-5245	Vox 503-251-5270	Fax 503-251-5203
	Fax 503-251-5228		Fax 503-251-5203	
Sierra	Outage	Trans. Scheduling	System Dispatch	Trans. Dispatch
	Coordinator	Vox 702-834-4322	Vox 702-834-3909	Vox 702-834-3541
	Vox 702-834-4024	Fax 702-834-4296	FAX 702-834-3940	Fax 702-834-3940
	FAX 702-834-3940	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		

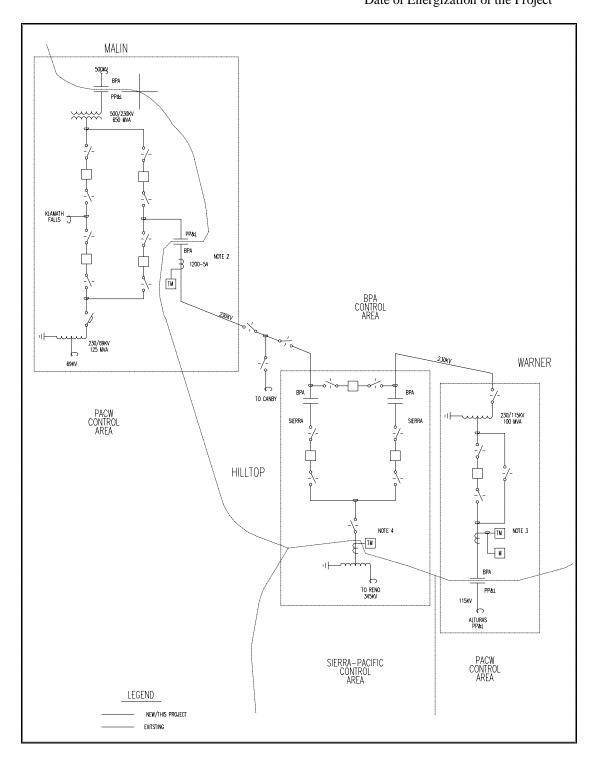
**2. Changes in Contacts.** If any Party makes a change in its contact(s), that Party shall notify the other Parties informally by voice phone, FAX, or other means as soon as possible. Also, the Party shall send a formal notice to the BPA administrative contact identified in section 4 of the Agreement within thirty (30) days of the change. BPA will revise this Exhibit D accordingly and forward such revision to all Parties within ten (10) business days of receipt of the change notice.

Exhibit E, Page 1 of 2 Contract No. 99TX-10197 PacifiCorp; Sierra Effective at 2400 hours on the Date of Energization of the Project

#### **CONTROL AREA BOUNDARY MAP**

The Control Area Boundary Map, provided by BPA, reflects the planned control area boundaries to be effective on December 15, 1998. If there is any change to these boundaries, BPA is responsible for providing PacifiCorp and Sierra with a revised boundary map within 30 days of the date of completion of the control area boundary change.

Exhibit E, Page 2 of 2 Contract No. 99TX-10197 PacifiCorp; Sierra Effective at 2400 hours on the Date of Energization of the Project



09-14-83

# TWG-WAY OPERATION AND MAINTENANCE

# AGREEMENT

executed by the

# UNITED STATES OF AMERICA

# DEPARTMENT OF ENERGY

acting by and through the

# BONNEVILLE POWER ADMINISTRATION

and

# PACIFIC POWER & LIGHT COMPANY

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This OPERATION AND MAINTENANCE AGREEMENT, executed November 8, 1983, by THE UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Bonneville), and PACIFIC POWER & LIGHT COMPANY (Company), a corporation organized and existing under the laws of the State of Maine,

#### WITNESSETH

WHEREAS the parties hereto have executed an Operation and Maintenance Agreement (Contract No. 14-03-19304, as amended) which provided for the operation and maintenance of Company-owned facilities in Government substations; and

WHEREAS the parties hereto entered into Contract No. 14-03-29241, and Contract No. 14-03-49145, which, among other matters, respectively provided for operation and maintenance of Company-owned facilities at Albany Substation and Santiam Substation and Contract No. 14-03-33271 which, among other matters, provided for operation and maintenance of Government-owned facilities at Pilot Rock Substation; such contracts are hereinafter referred to as "Contracts"; and

WHEREAS the parties desire to terminate such Operation and Maintenance Agreement and delete the parties' operation and maintenance charges and payment responsibilities in such Contracts and provide herein for charges, payments, and provisions for operation and maintenance of such facilities and other facilities which may subsequently be installed and which will reflect current charges for such services; and

WHEREAS the Company from time to time provides operation and maintenance services for the Government on various facilities in the Pacific Northwest and the parties hereto desire to provide herein for charges and provisions for operation and maintenance of such facilities and other facilities which may

subsequently be inst\_\_ed and which will reflect curr\_.t charges for such services; and

WHEREAS Bonneville is authorized pursuant to law to dispose of electric power and energy generated at various Federal hydroelectric projects in the Pacific Northwest or acquired from other resources; to construct, operate, and maintain transmission facilities; to provide transmission and other services; and to enter into agreements to carry out such authority;

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. <u>Termination of Operation and Maintenance Agreement and Deletion of Sections from Contracts.</u>
- (a) The Operation and Maintenance Agreement, Contract No. 14-03-19304, is hereby terminated as of 2400 hours on June 30, 1983.
- (b) The sections of the following Contracts as designated below are hereby deleted as of 2400 hours on June 30, 1983:
  - (1) Section 7 of Contract No. 14-03-29241;
  - (2) Section 5 of Contract No. 14-03-49145; and
  - (3) Section 4(b) of Contract No. 14-03-33271.
- 2. Term of Agreement. This agreement shall be effective as of 0001 hours on July 1, 1983 (Effective Date), and shall continue in effect until the later date when either all of the facilities of the Company specified in Exhibit A are removed from the Government's substations (or other locations as specified in Exhibit A) or when the Company's operation and maintenance responsibilities specified in section 5 are assumed by Bonneville.
- 3. <u>Exhibits</u>. Exhibits A, B, and C are incorporated herein as a part of this agreement. The Company shall be the "Contractor" as that term is used in Exhibit C.

4. Operation, Maintenance, and Removal of Company-Owned Facilities and Payment Therefor.

### (a) Bonneville shall:

- (1) operate and maintain the facilities of the Company which are described in Exhibit A in the same manner in which Bonneville operates and maintains similar facilities of the Government; provided, however, that the Company shall, for such maintenance and upon election by Bonneville, either:
  - (i) provide all replacement parts at its expense;
  - (ii) reimburse Bonneville for such parts as it may provide at Bonneville's cost thereof; or
    - (iii) replace such parts in kind at Company expense; and
- (2) operate and maintain the Government's power system control facilities which are necessary to integrate the Company's facilities described in Exhibit A with the Government's control system, and, from time to time when Bonneville determines it is necessary, modify or replace said Government power system control facilities.
- (b) In the event of a major failure of any of the Company's facilities specified in Exhibit A, the parties shall execute a mutually acceptable agreement providing for the replacement, repair, or removal of such equipment at the Company's expense.
- (c) At the end of each month during the term hereof, the Company shall pay Bonneville one-twelfth the annual amount specified in Exhibit A for the duties specified in subsection (a) above; provided, however, that such amount may be adjusted upon 3 months' prior written notice, but not more often than once every 12 months, when necessary to conform with Bonneville's cost of operating and maintaining like facilities. Except for the cost of replacement parts pursuant to subsection (a) above, and major failure described in

subsection (b) above, the payment of such amount shall constitute payment in full for the cost of such operation and maintenance during each month. Such monthly amount shall be rounded to whole dollar amounts, by elimination of any amount less than 50 cents, and increasing any amount from 50 cents through 99 cents to the next highest dollar.

- (d) If requested by the Company, or if Bonneville determines it is necessary and provides 1 year's prior written notice, Bonneville shall, at Company expense, remove and return to the Company at the Government's substation or other location where such facilities are located the salvable facilities which are owned by the Company as described in Exhibit A. After such removal, Bonneville may, at the Company's expense, return the Government's facilities altered under the contract described in Exhibit A to the configuration (1) existing before the Company's facilities were installed, or (2) as mutually agreed upon by the parties.
- (e) The Company agrees to bear the cost of modifying or replacing any of the Company's facilities specified in Exhibit A if and when Bonneville notifies the Company that such procedure is necessary to make the operation of such facilities compatible with the operation of Government equipment; provided, however, that Bonneville will provide reasonable notice to the Company consistent with the availability of equipment and budgetary planning; provided, further, that any such modification or replacement of equipment will be required only (1) when Bonneville, in keeping with prudent utility practice, replaces or modifies similar equipment owned by the Government at the same substation, (2) as a part of a programmed project involving a significant portion of the Government's system, or (3) by mutual agreement of the parties; provided, further, that this section 4(e), shall not apply to

facilities installed under Contract Nos. 14-03-001-13597, 14-03-001-14124, 14-03-001-13628, 14-03-30708, 14-03-79040, 14-03-67874, and 14-03-54130.

# 5. Operation, Maintenance, and Removal of Government-Owned Facilities and Payment Therefor.

### (a) The Company shall:

- (1) operate and maintain the facilities of the Government which are described in Exhibit B in the same manner in which the Company operates and maintains similar facilities of the Company; provided, however, that Bonneville shall, for such maintenance and upon election by the Company, either:
  - (i) provide all replacement parts at Government expense;
  - (ii) reimburse the Company for such parts as it may provide at the Company's cost thereof; or
    - (iii) replace such parts in kind at Government expense; and
- (2) operate and maintain the Company's power system control facilities which are necessary to integrate the Government's facilities described in Exhibit B with the Company's control system, and, from time to time when the Company determines it is necessary, modify or replace said Company power system control facilities.
- (b) In the event of a major failure of any of the Government's facilities specified in Exhibit B, the parties shall execute a mutually acceptable agreement providing for the replacement, repair, or removal of such equipment at Government expense.
- (c) At the end of each month during the term hereof, Bonneville shall pay the Company one-twelfth the annual amount specified in Exhibit B for the duties specified in subsection (a) above; provided, however, that such amount may be adjusted upon 3 months' prior written notice, but not more often than once every 12 months, when necessary to conform with the Company's cost of

operating and maintaining like facilities. Except for the cost of replacement parts pursuant to subsection (a) above, and major failure described in subsection (b) above, the payment of such amount shall constitute payment in full for the cost of such operation and maintenance during each month. Such monthly amount shall be rounded to whole dollar amounts, by elimination of any amount less than 50 cents, and increasing any amount from 50 cents through 99 cents to the next higher dollar.

- (d) If requested by Bonneville, or if the Company determines it is necessary and provides 1 year's prior written notice, the Company shall, at Government expense, remove and return to Bonneville the salvable facilities which are owned by the Government as described in Exhibit B. After such removal, the Company may, at Government expense, return the Company's facilities altered to accept the Government's facilities to the configuration (1) existing before the Government's facilities were installed, or (2) as mutually agreed upon by the parties.
- (e) Bonneville agrees to bear the cost of modifying or replacing any of the Government's facilities specified in Exhibit B if and when the Company notifies Bonneville that such procedure is necessary to make the operation of such facilities compatible with the operation of the Company's equipment; provided, however, that the Company will provide reasonable notice to Bonneville consistent with the availability of equipment and budgetary planning; provided, further, that any such modification or replacement of equipment will be required only (1) when the Company, in keeping with prudent utility practice, replaces or modifies similar equipment owned by the Company at the same substation, (2) as a part of a programmed project involving a significant portion of the Company's system, or (3) by mutual agreement of the parties.

6. <u>Liability</u>. Each party shall assume all liability for injury or damage to persons or property arising solely from the negligent acts of its own employees, agents, or contractors and shall indemnify and hold the other party harmless from any liability arising therefrom.

# 7. Revision of Exhibits.

- (a) Exhibit A or B shall be revised:
- (1) on removal of facilities listed in Exhibit A or B pursuant to subsection 4(d) or 5(d), respectively;
- (2) to add, by mutual agreement, solely owned facilities of one party which the other party shall operate and maintain;
- (3) to delete all or a portion of the facilities listed in Exhibit A or B; or
- (4) to revise charges specified in Exhibit A or B pursuant to section 4(c) or 5(c), respectively.
- (b) Such new Exhibit A or B shall, on the effective date specified therein, supersede the Exhibit A or B then in effect.
- 8. Ratification for Interim Service. During the period beginning as of 2400 hours on May 5, 1982, and continuing until the Effective Date, the Company has provided operation and maintenance services pursuant to section 5 of this agreement which were formerly provided under Contract Nos. 14-03-14609, 14-03-17532, 14-03-33271, 14-03-56743, 14-03-84718, and 14-03-86620. During the periods beginning as of 1535 hours on September 11, 1980, 1530 hours on March 11, 1981, and 2400 hours on July 13, 1981, and continuing until the Effective Date, the Company has performed operation and maintenance services pursuant to section 5 of this agreement on equipment and facilities which were installed under Contract Nos. DE-MS79-80BP90132,

DE-NS79-81BP90173, and DE-NS79-81BP90172, respectively. Bonneville hereby agrees to pay the Company for such services in accordance with section 5 of this agreement; provided, however, that Bonneville has, for the period ending 2400 hours on December 31, 1982, paid \$100 and \$600 of the annual charge owed for operation and maintenance performed on facilities installed pursuant to Contract Nos. 14-03-17532 and 14-03-33271, respectively.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in several counterparts.

UNITED STATES OF AMERICA
Department of Energy

By Bonneville Power Administrator

PACIFIC POWER & LIGHT COMPANY

By Vice President

Date October 25, 1983

(WP-PKJ-0183f)

# Company-Owned Facilities Operated and Maintained by Bonneville at Company Expense

Location	Facility	Installed Under Contract No. 14-03- (as amended)	Annual O&M Charge \$
Albany Substation	11.5 kV disconnect switch	29241	300
Alvey Substation	<pre>115 kV power circuit breaker and related equipment for the Company's Alvey- Springfield line</pre>	67874	no charge
Alvey Substation	230 kV power circuit breaker and related equipment for the Company's No. 2 230 kV line	29171	12,456
Alvey Substation	230 kV power circuit breaker and related equipment for the Company's No. 1 230 kV line	67874	12,456
Columbia Falls Substation Flathead Substation Kalispell Substation Libby Substation Troy Substation	Telemetering equipment	37013 Table 6 Exhibit B	2,364
Coos Substation	Power system control equipment	29184	no charge
Dalreed Substation	230 kV tap facilities connected to the Government's McNary-Santiam No. 1 and No. 2 transmission lines	37013 Table 7 Exhibit B	no charge

Location	Facility	Installed Under Contract No. 14-03- (as amended)	Annual O&M Charge \$
Fairview Substation	230 kV power circuit breaker and related equip-ment for the Company's Isthmus line	19259	12,456
Flathead Substation	34.5 kV power circuit breaker and related equipment for the Company's Flathead terminal	37013 Table 2 Exhibit B	3,372
Flathead Substation	34.5 kV terminal in bay ll for the Company's Flathead- Appleway line	37013 Table 10 Exhibit B	3,372
Kalispell Substation	34.5 kV power circuit breaker and related equipment for the Company's Kalispell line	30708	3,372
McNary Substation	230 kV power circuit breaker and related equipment for the Company's Walla Walla-McNary line	79040	12,456
McNary Substation	Power system control equipment	37013 Table 1 Exhibit B	no charge
Midway Substation	230 kV power circuit breaker and related equipment for the Company's Midway-Union Gap line	001-13597	<b>\$</b> 12,456
Monmouth Substation	115 kV interconnecting bus facilities between the Government's Monmouth and the Company's MON-PAC Substation	37013 Table 8 Exhibit B	<u>1</u> /

<sup>1/</sup> Payment is not subject to annual rate and will be on an annual cost basis plus reasonable overhead.

# Exhibit A - Page 3 of 4 Contract No. DE-MS79-83BP90909

		Installed Under Contract	Annual O&M
Location	Facility	No. 14-03- (as amended)	Charge \$
Noti Creek Substation	115 kV emergency connection to Lane-Tahkenitch line	37013 Table 3 Exhibit B	no charge
Outlook Tap	230 kV disconnect switches and related equipment at the Outlook Tap	09223	600
Pleasant Hill Substation	Two 115 kV sectionalizing disconnect switches for the Company's Pleasant Hill Tap, which will connect Pacific's Pleasant Hill Substation and tap line to the Government's Lookout Point-Alvey 115 kV No. 1 line	37013 Table 9 Exhibit B	144
Redmond Substation	Power system control equipment	19363 54130	876
Roundup Substation	230/69 kV transformer, grounding transformer 69 kV terminal, 230 kV circuit switcher, 4 extra group operated switches, 4 PT's, 3 CT's, and 3 station service transformer	37013 Table 17	17,040
Santiam Substation	Protective relays	49145	612
Structure 1/7 of Delloss- Fossil No. 1 line	69 kV disconnect switch 1. SW.	None	72

Exhibit A - Page 4 of 4 Contract No. DE-MS79-83BP90909

<u>Location</u>	<u>Facility</u>	Installed Under Contract No. 14-03- (as amended)	Annual O&M Charge \$
Summer Lake Substation	Two 500 kV power circuit 1/breakers and related equipment for the Company's Midpoint and Malin line terminals	37013 Table 16 Exhibit B	31,320
Troutdale Substation	Power system control equipment on the 230 kV Troutdale terminal position provided for the Company	37013 Table 4 Exhibit B	no charge
Troutdale Substation	230 kV power circuit breaker and related equipment for the Company's Troutdale-Lineman Junction line	001-14124, and 37013 Table 5 Exhibit B	12,456
Woodland Tap	230 kV switching station for the Company to Swift line	001-13628	144
	Tot	tal Annual Amount	\$138,324

<sup>1/</sup> Charge is for operation only and is payable as of the date the facilities are energized for commercial operation. Any operation services performed prior to the Effective Date are hereby ratified.

(WP-PKJ-0183f)

# Government-Owned Facilities Operated and Maintained by Company at Government Expense

Facility	Installed Under Contract Number	Annual O&M Charge \$
Two 230 kV line rupter switches adjacent to Hat Rock Substation	14-03-84718	1,500
Two 115 kV sectionalizing disconnect switches for Government's Cedarville Substation and tap line to the Company's line #36	DE-MS79-81BP90172	714
Two 115 kV sectionalizing disconnect switches for Government's Davis Creek Substation and tap line to the Company's line #36	DE-MS79-81BP90172	714
Two 230 kV S&C line rupters for Government's Hanna Substation in Company's Dixonville-Lone Pine 230 kV line #54	DE-MS79-80BP90132	3,002
Two 69 kV sectionalizing disconnect switches and tap structure for Government's Columbia R.E.A. Substation in Company's 69 kV Dayton-Pomeroy line	DE-MS79-80BP90173	387
Telemetering equipment for Government's Lost Creek Project, includes RFL analog telemetry and Boeing kWh digital telemetry (associated with metering)	Letter dated 1/25/74 & Dwg. EPG-152-A	680
Two 69 kV sectionalizing disconnect switches for Government's Star School Substation in Company's Pasco-Kahlotus 69 kV line	14-03-17532	290
69 kV power circuit breaker and related equipment including 69 kV disconnect switch for Government's Pilot Rock-Ukiah 69 kV line	14-03-33271	2,054

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# Government-Owned Facilities Operated and Maintained by Company at Bonneville's Expense

Facility	Installed Under Contract Number	Annual O&M Charge \$
Two 115 kV sectionalizing disconnect switches for Government's Chelatchie Substation in Company's Merwin-Yale 115 kV line	14-03-14609	460
Two 115 kV sectionalizing disconnect switches for Government's Garibaldi Substation in Company's Tillamook-Astoria 115 kV line	14-03-56743	508
Two 69 kV sectionalizing disconnect switches for Government's Bingen Substation in Company's Condit-Powerdale 69 kV line	14-03-86620	315
Two 69 kV sectionalizing disconnect switches for Government's Glenwood Substation in Company's Condit-Powerdale 69 kV line.	10-03-86620	315
One 115 kV group operated switch in Company's Libby Substation	14-03-74405	460
	Total Annual Amount	\$11,399

(WP-PKJ-0183f)



# **Department of Energy**

Bonneville Power Administration P.O. Box 3621 Portland, Oregon 97208-3621 September 14, 1992

Office of the Administrator

In reply refer to: PMT

Contract No. DE-MS79-92BP93039

Mr. Dennis P. Steinberg, Vice President Power Systems and Development PacifiCorp 700 NE. Multnomah, Suite 1600 Portland, OR 97232-4116

**Dear Mr. Steinberg:** 

Bonneville Power Administration (Bonneville) and PacifiCorp, dba Pacific Power & Light Company (Company), entered into Contract No. DE-MS79-86BP92299 (Intertie Contract) which, among other things, provides the parties specific rights for the use of the AC Intertie. In recent discussions between representatives of Bonneville and the Company it was agreed that the Company shall be financially responsible for or make arrangements for generator dropping and other remedial actions required to support its proportional share of the rated transfer capability of the AC Intertie.

Bonneville has completed AC Intertie revisions and additions to enhance the reliability of emergency generator dropping circuits to support the rated 3200 megawatt (MW) capacity of the AC Intertie (Stability Control Upgrade). The Stability Control Upgrade includes redundant units for essential components of the system and consists of sensing units at several AC Intertie substations, two fault-tolerant controller units, and receiving units which are primarily at generating plants. The Company shall pay proportional shares for the parts of the Stability Control Upgrade, except receiving units at Federal hydro plants, that support the Company's current primary 300 MW AC Intertie delivery rights.

Bonneville has also completed the installation and connection of microwave transfer trip and other equipment to drop generation under certain AC Intertie

conditions at Rocky Reach, Wells, and Wanapum projects (Powerhouse Upgrades).

The Company shall reimburse Bonneville for its share of costs associated with the Powerhouse Upgrades.

Further, the Company shall pay proportional shares for AC Intertie remedial action scheme upgrades to support the rated capacity of the AC Intertie above 3200 MW (Future Upgrades), based on the ratio of the Company's AC Intertie capacity rights pursuant to the Intertie Contract to the total rated transfer capability of the AC Intertie, that support the Company's increased capacity rights pursuant to the Intertie Contract; provided, however, that such Future Upgrades are: (1) in accordance with the final recommendations of the Engineering Study Group, consisting of representatives from Bonneville, the Company, and Portland General Electric Company (Study Group), for AC Intertie remedial actions; and (2) reasonably

necessary to continue providing the same degree of AC Intertie stability as that provided at the beginning of the term hereof. In order to provide for AC Intertie remedial actions, Bonneville and the Company agree to the following terms and conditions:

- 1. <u>Term.</u> This Agreement shall be effective at 2400 hours on the date of execution (Effective Date), and shall terminate upon termination of the Intertie Contract, as amended or replaced; <u>provided</u>, <u>however</u>, that all liabilities incurred hereunder shall be preserved until satisfied.
- 2. <u>Exhibits</u>. Use-of-Facilities Transmission Rate Schedules and General Transmission Rate Schedules Provisions (Exhibit A); Calculation of Charges Pursuant to the Use-of-Facilities Rate Schedule (Exhibit B); Project Descriptions (Exhibit C); and General Wheeling Provisions (GWP-Form 4R) (Exhibit D) are by this reference made a part of this Agreement.

### 3. Revision of Exhibits.

- (a) The rate schedules included in Exhibit A shall be replaced by successor rate schedules in accordance with the provisions of section 7(i) of the Pacific Northwest Electric Power Planning and Conservation Act.
- (b) If Bonneville determines that any charge specified in this Agreement must be changed pursuant to section 19 or 38 of Exhibit D, it shall prepare a new Exhibit B incorporating such revised charges and factors. Such new exhibit shall be substituted for the exhibit then in effect and shall become effective as of the date specified therein.

The charges specified in this Agreement may be revised to accommodate the addition of new or modification of existing facilities associated with remedial action schemes for the AC Intertie. Bonneville shall prepare a new Exhibit B incorporating such additions or modifications.

Prior to the effective date of such new exhibit, Bonneville shall provide a copy of such exhibit to the Company. Such new exhibit shall be substituted for the exhibit then in effect and shall become effective as of the date specified therein. The Company may review and audit any changes due to such additions or modifications.

The monthly Use-of-Facilities charge specified in Exhibit B may be revised unilaterally by Bonneville once every 2 years, to be effective on July 1, to incorporate changes in the "Annual Financial Requirements for Bonneville's Transmission System" as published by Bonneville annually.

(c) Bonneville shall revise Exhibit C, as required consistent with the Intertie Contract, to describe Future Upgrades.

#### 4. Facilities at Jointly-owned Substations.

(a) Bonneville and the Company have executed Table No. 22 to Contract No. 14-03-29224 (Malin Construction Trust Agreement) and Table No. 18 to Contract No. 14-03-37013 (General Trust Agreement) (Trust Tables). The Trust Tables provide for cost sharing of certain

AC Intertie stability control facilities at the jointly-owned Malin Summer Lake Substations (Substations). The parties agree that

payments made by the Company pursuant to the Trust Tables shall be

adjusted such that the Company's payment obligation for the stability control facilities specified therein does not exceed an amount equal to the Company's proportional share of AC Intertie rights at a rated transfer capability of 3200 MW; provided, however, that Bonneville's and the Company's ownership of such facilities shall be equal to the percentages specified in the Trust Tables. Such one-time lump sum adjustment due the Company shall be \$247,220.64, and shall be reimbursed to the Company as specified in subsection 6(e) herein.

(b) Ownership and payment for modifications or additions to remedial action or stability control facilities, including future upgrades, at the Substations necessary to support any increase in the rated transfer capability of the AC Intertie above 3200 MW and up to 4800 MW, shall be in accordance with the Malin Construction Trust Agreement and the General Trust Agreement, as applicable. Payment for any such modifications or additions shall not be subject to further adjustments as described in subsection 4(a) above.

### 5. Alvey-Meridian RAS Facilities.

(a) Consistent with Exhibit C to the Intertie Contract, as revised, Bonneville shall install remedial action scheme facilities at Alvey and Captain Jack Substations and the Company shall install remedial action scheme facilities at Dixonville and Meridian Substations

(Alvey-Meridian RAS Facilities). Payment for such facilities shall be in accordance with subsection 6(d).

- (b) Bonneville may modify the facilities installed at Alvey Substation and Captain Jack Substation as referenced in subsection 5(a), at Bonneville's expense, and the Company may modify the facilities installed at Dixonville Substation or Meridian Substation as referenced in subsection 5(a), at the Company's expense; provided, however, such modification by either party does not diminish the rights of the other party pursuant to the Intertie Contract; provided, further, the parties may modify the Alvey-Meridian RAS Facilities upon mutual agreement.
- (c) If the Intertie Contract terminates, the parties agree that a successor agreement to this Agreement shall be negotiated in good faith to provide for the continuity of the remedial action scheme using the Alvey-Meridian RAS Facilities.

### 6. Payment.

(a) The Company shall reimburse Bonneville a lump sum amount of \$41,461.00 for the Powerhouse Upgrades, including Bonneville's overhead rate of thirty percent (30%) and applicable interest calculated from the Energization Date of the Stability Control Upgrade to June 30, 1992, to defray the Company's share of the cost

to the government of providing the Powerhouse Upgrades. Such lump sum amount represents Bonneville's final accounting of actual costs for the Powerhouse Upgrades. The lump sum amount is determined as follows:

Powerhouse	Final Actual Cost	Cost for the Company (300/1100)
Rocky	\$ 54,702	\$14,919
Reach	•	·
Wanapum	40,060	10,925
Wells	40,257	10,979
	<b>\$135,019</b>	<b>\$36,823</b>
Interest for the per	iod February 1, 1	991-
June 30, 1992:	•	\$ 4,638
Lump sum amount	due Bonneville fo	r
the Powerhouse U	pgrades:	\$41,461

(b) The Company shall pay Bonneville a monthly Use-of-Facilities Charge as specified in Exhibit B for the Stability Control Upgrade. Such charge shall originally be determined based on estimated costs for the Stability Control Upgrade. Estimated costs shall be used until the final accounting of actual costs for such Stability Control Upgrade is complete. Estimated costs may be adjusted from time to time to approximate the actual costs as closely as possible. Estimated and actual costs shall include Bonneville's applicable overhead rate. If final costs differ from estimated costs, the

Use-of-Facilities Charge shall be adjusted, including interest, and the parties shall be compensated by recalculating all previous payments based on estimates, and the resulting credit or additional amount due shall be included in the next scheduled monthly bill.

The Stability Control Upgrade was energized February 1, 1991 (Energization Date). Upon execution of this Agreement, the Company shall pay Bonneville the amount owed for such use-of-facilities service provided but not billed prior to the Effective Date, including applicable interest calculated from the Energization Date to June 30, 1992.

(c) The Company shall pay Bonneville a monthly Use-of-Facilities Charge, to be specified in Exhibit B, for any Future Upgrades consistent with the recommendations of the Study Group; <a href="mailto:provided">provided</a>, <a href="https://however">however</a>, that estimated costs shall be used until the final

accounting of actual costs for such Future Upgrades is complete.

Estimated costs may be adjusted from time to time to approximate the actual costs as closely as possible. Estimated and actual costs shall include Bonneville's applicable overhead rate. If final costs differ from estimated costs, the Use-of-Facilities Charge shall be adjusted and the parties shall be compensated by recalculating all previous payments based on estimates, and the resulting credit or

additional amount due shall be included in the next scheduled monthly bill.

- (d) The parties shall share equally in the cost to install the Alvey-Meridian RAS Facilities specified in subsection 5(a). Each party shall maintain an account of the actual costs, including applicable overheads, associated with the installation of the Alvey-Meridian RAS Facilities each party is responsible for installing. Each party shall prepare a final accounting of actual costs and shall invoice the other party for their respective share of such costs. The party receiving the invoice shall pay such invoice within thirty (30) days of receipt. Either party, at its sole expense, may audit the cost under this subsection 6(d).
- (e) Upon execution of this Agreement, Bonneville shall reimburse the Company the difference between the one-time adjustment due the Company specified in subsection 4(a), and amounts due Bonneville pursuant to subsections 6(a) and 6(b).
- 7. Generator Dropping. The parties recognize they have mutual obligations for generator dropping arrangements to support the rated transfer capability of the AC Intertie. The parties agree to continue discussions to identify their respective roles and responsibilities to satisfy such obligations for equitable and effective AC Intertie generator dropping support. Such obligations, as may be identified, shall be incorporated in an amendment to this Agreement.
- 8. Ownership. Title to and ownership of the facilities and equipment described herein shall be as specified in Exhibit C to this Agreement.
- 9. Operation and Maintenance.
  - (a) Except for equipment installed at the generating plants, and as specified in subsection 9(c), Bonneville shall operate and maintain the Stability Control Upgrade and Future Upgrades. The Company shall pay a proportional share of such operation and maintenance costs as specified in Exhibit B.
  - (b) Operation and maintenance of jointly-owned facilities at the Substations shall be in accordance with the Malin Operation and Maintenance (O&M) Trust Agreement, Contract No. 14-03-62876, and the

Two-Way O&M Agreement, Contract No. DE-MS79-83BP90909, or their successor agreements, as appropriate.

(c) Bonneville shall operate and maintain the remedial action scheme facilities at Alvey Substation and Captain Jack Substation. The Company shall operate and maintain the remedial action scheme facilities at Dixonville Substation and Meridian Substation. Payment for the operation and maintenance of the Alvey-Meridian RAS Facilities shall be consistent with Exhibit C to the Intertie Contract whereby Bonneville shall pay forty-two percent (42%) and the Company shall pay fifty-eight percent (58%) of such costs; provided, however, billing for such operation and maintenance shall be under

the Two-Way O&M Agreement, Contract No. DE-MS79-83BP90909, as amended or replaced.

(d) Operation and maintenance of the Powerhouse Upgrades are not provided for under this Agreement. Such operation and maintenance shall be the responsibility of the Powerhouse owners.

If the terms of this Agreement are acceptable to the Company, please indicate your approval by signing both enclosed copies and returning both copies to Bonneville. Upon execution by Bonneville, a fully executed original will be forwarded to the Company.

Sincerely,

/s/ STEVEN G. HICKOK

**Acting Administrator** 

Name Steven G. Hickok (Print/Type)

**ACCEPTED:** 

**PACIFICORP** 

By /s/ DENNIS STEINBERG

Name <u>Dennis P. Steinberg</u> (Print/Type)

Title Vice President

Date <u>September 11, 1992</u>

(VS6-PMT-3555e)

\$ 2,778

# CALCULATION OF CHARGES PURSUANT TO THE UFT RATE SCHEDULE

# Stability Control Upgrade--(AC Intertie Remedial Action Scheme for 3200 MW). 1/

# • Effective 0001 hours February 1, 1991:

Interest Due February 1, 1991 - June 30, 1991 =

Description	Work Order	Investment	I&A <u>2</u> /	I&A Ann Cost	Company Share (300/3200)
		(\$)	(%)	(\$)	(\$)
Bell (Comm)	827-540	s			
Zen (comm)	02.010	20,600			
Buckley	827-535	130,600			
Dittmer	827-518	2,208,100			
Dittmer (TCDS					
Interface)	827-548	58,700			
Eastern CC	827-565	1,347,500			
	827-545	52,400			
Fort Rock (Comm)	827-562	6,200			
Gr Coulee (Comm)	827-526	11,600			
Gr Coulee RS (Comm)	827-557	2,100			
Grizzly (Comm)	827-560	10,600			
Hot Springs (Comm)	827-544	5,300			
John Day	827-533	324,300			
Kennewick RS	827-542	40,900			
(Comm)					
Malin (Comm)	827-555	172,900			
McNary PH (Comm)	827-522	11,600			
Sickler (Comm)	827-539	4,900			
Summer Lake (Comm)	827-561	20,700			
Vantage (Comm)	827-541	4,400			
		\$4,433,40			
		0			
30% Overhead		1,330,020			
		\$5,763,42	12.45	\$717,54	
		0		6	
Yearly UFT Charge = = = =		I&A)(Company S .1245)(300/320	•		
Monthly UFT Charge =	\$67,270/12				
=	\$5,606/mo				

\$ 2,332

# CALCULATION OF CHARGES PURSUANT TO THE UFT RATE SCHEDULE

# Stability Control Upgrade--(AC Intertie Remedial Action Scheme for 3200 MW). 1/

### • Effective 0001 hours July 1, 1991:

Description	Work Order	Investment	I&A <u>2</u> /	I&A Ann Cost	Company Share (300/3200)
		(\$)	(%)	(\$)	(\$)
Bell (Comm)	827-540	\$			
,		20,600			
Buckley	827-535	130,600			
Dittmer	827-518	2,208,100			
Dittmer (TCDS					
Interface)	827-548	58,700			
Eastern CC	827-565	1,347,500			
	827-545	52,400			
Fort Rock (Comm)	827-562	6,200			
Gr Coulee (Comm)	827-526	11,600			
Gr Coulee RS (Comm)	827-557	2,100			
Grizzly (Comm)	827-560	10,600			
Hot Springs (Comm)	827-544	5,300			
John Day	827-533	324,300			
Kennewick RS	827-542	40,900			
(Comm)					
Malin (Comm)	827-555	172,900			
McNary PH (Comm)	827-522	11,600			
Sickler (Comm)	827-539	4,900			
Summer Lake (Comm)	827-561	20,700			
Vantage (Comm)	827-541	4,400			
		\$4,433,40			
		0			
		1,330,020			
		\$5,763,42	11.99	\$691,0	
		0		34	
Yearly UFT Charge =	(Investment)(	I&A)(Company S	hare)		
=		.1199)(300/320			
=	\$64,784/yr	.1130/(300/ 320)	~,		
Monthly UFT Charge =	\$64,784/12				
wonting of 1 charge =	\$5,399/mo				
_	95,555/ IIIO				

Interest Due July 1, 1991 - June 30, 1992 =

<sup>1/</sup> Investment determined pursuant to analysis dated 04/20/92 "Stability Control Upgrade--Phases 2 and 3. Analysis of BPA Investment that Benefits PGE and PP&L Based on Actual Charges Through 03/31/92" prepared by EEBA.

<sup>2/</sup> I&A percentage includes O&M component.

Exhibit B, Page 3 of 2 Contract No. DE-MS79-92BP93039 PacifiCorp Effective on the Effective Date

(VS6-PMTT-3555e)

Exhibit C, Page 1 of 1 Contract No. DE-MS79-92BP93039 PacifiCorp Effective on the Effective Date

#### **PROJECT DESCRIPTIONS**

### 1. <u>Stability Control Upgrade--</u> (AC Intertie Remedial Action Scheme for 3200 MW).

### **Description:**

Implement a remedial action scheme consisting of dual independent central controllers at Dittmer Control Center and Eastern Control Center, dual independent line loss logic sensing and communications from five Bonneville substations; and dual independent control outputs to provide a signal for generator dropping at specified powerhouse locations.

### **Ownership:**

Title to and ownership of all equipment installed at powerhouses shall be and remain in the powerhouse owner. Title to and ownership of the controllers, and the sensing and receiving units in substations, except as specified in the Trust Tables with regard to equipment at Malin and Summer Lake Substations, shall be and remain in the government.

### 2. Alvey-Meridian RAS Facilities.

#### **Description:**

Add input sites for Alvey, Dixonville, Meridian, and Captain Jack line segments to the existing RAS scheme.

#### **Ownership:**

Title to and ownership of all remedial action scheme facilities installed at Alvey Substation and Captain Jack Substation shall be and remain in the government. Title to and ownership of all remedial action scheme facilities installed at Dixonville Substation and Meridian Substation shall be and remain in the Company.

(VS6-PMTT-3555e)

EXHIBIT C
Page 1 of 2
Contract No. DE-MS79-93BP94278
PacifiCorp
Effective at 2400 Hours on
the Effective Date

#### FACILITIES OPERATED AND MAINTAINED BY PACIFICORP

Facility Description	Ownership Percentage Bonneville/ PacifiCorp	Operation & Maintenance Payments % Bonneville/PacifiCorp	O&M Charge \$
Alvey-Dixonville 500 kV Line	50/50	42/58	Actual Expense
Dixonville 500 kV Substation Which Includes:  3-Breaker Ring Bus, 180 MVAR Reactor, arresters, grounding, conduit, control and power cables, site develop., PTs, station service, isolating disconnect switches for 500 kV ring bus;	50/50	<b>42/58</b>	Actual Expense
Series capacitors in the Alvey-Dixonville Line and auxiliaries;  Property acquired for 500 kV yard for Intertie purposes, excluding any additional future			
PacifiCorp projects and any property for PacifiCorp's 500/230 kV transformer;  500 kV Control House building including relaying and controls, data system equip. inside the 500 kV Control House, excluding that assoc. with the PacifiCorp's 500/230 kV transformer and 230 kV line position(s); and			
Metering/Telemetering equip. on the Dixonville-Alvey Line.			
RAS related equipment.	0/100	42/58	Actual Expense
Dixonville-Meridian 500 kV Line	50/50	42/58	Actual Expense

EXHIBIT C
Page 2 of 2
Contract No. DE-MS79-93BP94278
PacifiCorp
Effective at 2400 Hours on
the Effective Date

Facility Description	Ownership Percentage Bonneville/ PacifiCorp	Operation & Maintenance Payments % Bonneville/PacifiCorp	O&M Charge \$
Meridian Substation Which Includes:	50/50	42/58	Actual Expense
Two 500 kV breakers, CTs, 180 MVAR reactor, two line PT sets, isolating disconnect switches, arresters, buswork, conduit control and power cables, and grounding;			
Property required to support the project;			
Series capacitors in the Dixonville- Meridian Line and auxiliaries;			
Data system equip. inside the existing 500 kV Control House associated with the 2 breakers, 180 MVAR reactor, and the Meridian-Dixonville and Meridian-Captain Jack Lines; and			•
Relaying and controls for the Meridian- Dixonville 500 kV Line.			
RAS related equipment	0/100	42/58	Actual Expense
Malin Substation			whetise
Relay replacement for the Summer Lake Line	0/100	42/58	Actual Expense
Summer Lake Substation		,	туранза
Relay replacement for the Summer Lake- Malin 500 kV Line.	0/100	42/58	Actual Expense