



VIA FEDERAL EXPRESS

August 17, 2005

Magalie R. Salas, Secretary  
Federal Energy Regulatory Commission  
Dockets Room, Room 1A  
888 First Street, N.E.  
Washington, D.C. 20426

Dear Ms. Salas:

PacifiCorp files herewith, in accordance with 18 CFR 35 of the Commission's Rules and Regulations, an original and five copies each of this letter and the following:

1. Title Page; and
2. The July 14, 2005 Amended and Restated Harrison Interconnection and Transmission Facilities Conveyance Agreement ("Harrison Interconnection Agreement") between PacifiCorp and the Portland General Electric Company ("Portland General").

PacifiCorp and Portland General are parties to the original Harrison Interconnection Agreement dated June 17, 1994 ("Original Agreement") providing for the interconnection and operation of the interconnection between the electric systems of PacifiCorp and Portland General at Harrison Substation in Portland, Oregon as well as the sale by PacifiCorp to Portland General of certain transmission facilities in Portland, Oregon. The Original Agreement was filed with the Commission by PacifiCorp on December 17, 1993 (as amended on June 17, 1994) and was accepted for filing by the Commission by letter dated July 18, 1994 and designated as PacifiCorp's Rate Schedule FERC No. 372. Under the Original Agreement PacifiCorp charged Portland General \$2,605 per month for this interconnection since Portland General was the principal beneficiary to the interconnection.

Effective on July 14, 2005, PacifiCorp and Portland General amended and replaced in its entirety the Original Agreement with the enclosed Harrison Interconnection Agreement. This amendment was in recognition by the parties that the Harrison Interconnection is now mutually beneficial to both the control areas of PacifiCorp and Portland General. The parties have determined to operate the Harrison Interconnection as a normally closed interconnection between the electric systems of PacifiCorp and Portland General and have agreed to the discontinuance of any charges for the interconnection. In addition, since the sale of the transmission facilities has been

completed, the amendment removed the provisions relating to the sale. The Harrison Interconnection Agreement no longer provides for any payments from Portland General to PacifiCorp, provides for no scheduled energy transfers between these two electric systems, and no longer provides for the conveyance of transmission facilities.

Order No 614 requires that PacifiCorp comply with the Commission's rate schedule designation requirements. PacifiCorp proposes that the Harrison Interconnection Agreement be designated as PacifiCorp's First Revised Rate Schedule No. 372. PacifiCorp has included the Order No 614 required information in the headers and footers of each page of the Harrison Interconnection Agreement. PacifiCorp requests that the original Rate Schedule No. 372 be terminated and replaced by the enclosed First Revised Rate Schedule No. 372.

PacifiCorp requests that a waiver of the Commission's notice requirements pursuant to 18 CFR § 35.11 be granted and that an effective date of July 14, 2005 for the enclosed First Revised Rate Schedule No. 372 be assigned. This date is the effective date of the Harrison Interconnection Agreement and will allow PacifiCorp to discontinue charging Portland General on this date. Absent this waiver and effective date, PacifiCorp will continue to charge Portland General \$2,605 per month until the effective date specified by the Commission in this proceeding.

Copies of this filing have been supplied to the parties shown on the attached distribution list.

Sincerely,



Jack E. Stamper, Regulatory Manager  
Long-term Transmission Services

Enclosures

DISTRIBUTION LIST

Lee Sparling  
Public Utility Commission of Oregon  
550 Capital Street, N.E.  
Salem, Oregon 97310-1380

Washington Utilities and Transportation Commission  
1300 S. Evergreen Park Dr., S.W.  
Olympia, Washington 98504-7250

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Long-term Transmission Service  
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Email: [jack.stamper@pacificorp.com](mailto:jack.stamper@pacificorp.com)

Matthew McVee, Counsel  
PacifiCorp  
825 N E Multnomah, Suite 1700  
Portland, Oregon 97232

Frank Afranji, Director, Transmission & Reliability Services  
Portland General Electric Company  
121 S.W. Salmon St.  
Portland, Oregon 97204

TITLE PAGE

FILING UTILITY:

**PacifiCorp**

UTILITY RENDERING SERVICE:

**PacifiCorp**

UTILITY RECEIVING SERVICE:

**Portland General Electric Company ("Portland General")**

DESCRIPTION:

The July 14, 2005 Amended and Restated Harrison Interconnection and Transmission Facilities Conveyance Agreement ("Harrison Interconnection Agreement") between PacifiCorp and the Portland General Electric Company ("Portland General").

DATE: August 17, 2005

Amended and Restated  
Harrison Interconnection  
and  
Transmission Facilities Conveyance Agreement  
between  
PacifiCorp  
and  
Portland General Electric Company

This Amended and Restated Harrison Interconnection and Transmission Facilities Conveyance Agreement ("Agreement"), dated as of July 14<sup>th</sup>, 2005 ("Effective Date"), is between PacifiCorp and Portland General Electric Company ("Portland General" or "PGE")(also referenced individually as "Party" and collectively as the "Parties").

WHEREAS, Portland General has certain interconnections (as shown in Exhibit A) with PacifiCorp in the Portland area, to wit: (1) with PacifiCorp's 115 kV transmission line at Portland General's Tabor substation ("Tabor Tie"), (2) with PacifiCorp's 115 kV transmission line at a point between Portland General's Tabor substation and PacifiCorp's Hollywood substation ("Glencoe Tap") and (3) with PacifiCorp's 115 kV circuit breaker at PacifiCorp's Harrison substation ("Harrison Interconnection"); and

WHEREAS, the Harrison Interconnection (as illustrated in Exhibit B) was established by PacifiCorp commencing October 31, 1990 at the request of Portland General to replace Portland General's 115 kV interconnection with PacifiCorp's transmission line at a point between PacifiCorp's Harrison and Holiday substations in order to retain a connection between Portland General's southeast Portland and north Portland systems; and

WHEREAS, PacifiCorp has constructed additional facilities at its Troutdale, Knott and Cully substations to support its loads in the northeast Portland area ("Troutdale Project") and, as a result of its Troutdale Project, PacifiCorp has opened its 115 kV transmission line between Glencoe Tap and its Hollywood substation; and

WHEREAS, Portland General owns, operates and maintains a 115 kV line between the Harrison Interconnection and the Glencoe Tap to serve its Harrison, Alder Court and Glencoe substations and PacifiCorp owns, operates and maintains a 115 kV transmission line between Portland General's Tabor substation and Glencoe Tap; and

WHEREAS, PacifiCorp and Portland entered into the Harrison Interconnection Agreement dated June 17, 1994, as amended on January 3, 2000 (collectively referred to as the "Original

Agreement"), providing for the operation and maintenance of the Harrison Interconnection, a use-of facility charge to Portland General for the Harrison Interconnection, and for the purchase by Portland General from PacifiCorp of the 115 kV transmission facilities between Glencoe Tap and Tabor Tie; and

WHEREAS, the purchase by Portland General from PacifiCorp of the 115 kV transmission facilities between Glencoe Tap and Tabor Tie has been accomplished and such facilities are now the property of Portland General; and

WHEREAS, the tie between PacificCorp's Harrison substation and PGE's Eastport substation may be operated normally closed through at Eastport substation to provide a path into PGE's system from PacificCorp's Harrison substation; and

WHEREAS, PacifiCorp and Portland General now desire to amend and restate the Original Agreement to provide for the normally closed operation of Harrison Interconnection and for the elimination of the use-of-facility charge to Portland General for the Harrison Interconnection.

NOW THEREFORE, PacifiCorp and Portland General agree as follows:

1. Term of Agreement

- a. This Agreement shall become effective either upon acceptance for filing by the Federal Energy Regulatory Commission ("FERC"), if required, or, if such filing is not required, on the Effective Date of this Agreement. This Agreement shall remain in effect until terminated as provided in this Section. This Amended and Restated Agreement shall replace and supersede in its entirety the Original Agreement as of the Effective Date.
- b. Each Party may terminate this Agreement by providing the other Party written notification not less than five years prior to the date of termination. Any termination pursuant to Section 1.b shall not affect any sale of facilities that have been completed pursuant to the Original Agreement.

2. Exhibits

Exhibits A and B, as listed below and attached hereto, are hereby made a part of this Agreement as if expressly set forth herein

Exhibit A: PacifiCorp - Portland General Interconnections

Exhibit B: Harrison Interconnection

3. Operation and Maintenance of the Harrison Interconnection

The Harrison Interconnection shall be operated, as provided for in Section 4, in a normally closed manner except during times of emergencies.. "Emergencies" for purposes of this Agreement

shall mean a condition or situation that in the judgment of either Party is imminently likely to endanger life or property. Portland General shall have exclusive operational control of the 115 kV circuit breaker (Device No. 2P40), the 115 kV Group Operated Switch (Device No. 2P48) and associated equipment installed in PacifiCorp's Harrison substation for the Harrison Interconnection. The connection between PacifiCorp's Harrison substation and PGE's Eastport substation shall be normally closed at circuit breaker 2P44 to provide a path into PGE's system from PacifiCorp's Harrison substation for the future installation of a second 230/115-kV transformer at PGE's Carver substation. Upon thirty days written notice to PacifiCorp, PGE may operate its Eastport substation in a normally closed manner in accordance with prudent utility practice. PacifiCorp shall have control through its SCADA system for opening and closing the circuit breaker in accordance with Portland General's operational instructions. PacifiCorp shall consult with Portland General on maintenance schedules and activities for the Harrison Interconnection which shall be developed in accordance with prudent utility practices and principles established by PacifiCorp for maintenance of its own facilities.

4. Continuity of Service

PacifiCorp may temporarily curtail the flow of electric power and energy to Portland General at the Harrison Interconnection if such curtailment is due to force majeure. Under all other conditions, PacifiCorp shall operate the Harrison Interconnection in a normally closed manner unless otherwise mutually agreed by the Parties.

5. Emergency Interconnection

PacifiCorp's facilities between the Glencoe Tap and PacifiCorp's Hollywood substation shall be normally disconnected. PacifiCorp and Portland General shall maintain an emergency interconnection at the Glencoe Tap, provided, that nothing in this Agreement shall require PacifiCorp to maintain the availability of its 115 kV line between its Hollywood substation and the Glencoe Tap. In the event PacifiCorp abandons its facilities between its Hollywood substation and the Glencoe Tap, Portland General's obligation to provide and maintain the emergency interconnection at the Glencoe Tap shall cease.

6. Metering and Exchange

- a. The Harrison Interconnection shall be metered and telemetered as mutually agreed by the Parties. Interchanges shall be accounted for hourly in real time as actual interchange between Parties in accordance with standard utility practice.
- b. The emergency interconnection at Glencoe Tap shall not be metered. The amounts of power and energy delivered over this interconnection shall be estimated by Portland General using metering at PacifiCorp's Harrison substation and Portland General's Harrison, Tabor, Glencoe and Alder Court substations. Such estimated power and

energy shall be included in the total calculation of power and energy delivered and received for borderline scheduling. Portland General's good faith estimation of power and energy flows shall be final.

- c. Interchanges of power and energy between the Parties pursuant to this Agreement shall be accounted for in accordance with procedures established by the July 18, 1972 Agreement between the Parties concerning the exchange of facilities within the City of Portland, Oregon.

7. Liability and Indemnification

Except as provided in Section 9, neither Party shall be liable or responsible for damage to any property, or injury to or death of any person, caused by or arising out of the willful or negligent acts or omissions of the other. Each Party (an indemnifying party) shall defend, indemnify and hold harmless the other (an indemnified party) against and from any and all actions, causes of action, costs, claims, demands, damages, expenses, losses, and liability for the damage to any property, or for injury to or death of any person, caused by or in any way arising out of the acts or omissions of the indemnifying party hereunder. As used in this Section 7, the term "Party" shall include the directors, officers, employees and agents of that Party and the term "person" shall include persons having no relationship with this Agreement or the Parties hereto. Neither Party shall be liable to the other for special, incidental or consequential damages unless such damages were caused by gross negligence or willful conduct. This Section 7 shall not apply to the extent the indemnification required hereunder is inconsistent with the terms of the WIES Agreement.

8. WIES Agreement

Portland General and PacifiCorp agree to be bound by the Agreement Limiting Liability among Western Interconnected Systems ("WIES" Agreement") sponsored by the Western Systems Coordinating Council. The terms of Sections 1 and 2 of the WIES Agreement shall be in full force and effect as between Portland General and PacifiCorp, regardless of whether either Party is or continues to be a party to the WIES Agreement. For the purposes of this Section 9, the WIES Agreement is by this reference incorporated into this Agreement.

9. Force Majeure

Neither Party shall be considered in default in performance of any obligation hereunder other than an obligation to pay money hereunder if failure of or threat of failure of performance shall be due to force majeure. The term "force majeure" means any cause beyond the control of the Party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or materials shortage, sabotage and restraint by court order or public authority or failure to obtain necessary

authorizations or approvals from any governmental agency or authority which by exercise of due foresight such Party could not reasonably have been expected to avoid, and to the extent that by exercise of due diligence it shall be unable to overcome such cause. A Party shall not, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Any Party rendered unable to fulfill any obligation by reason of force majeure shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a labor dispute against its will.

10. Assignment

This Agreement may not be assigned except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. This Agreement may be assigned to, and such consent shall not be required for, a person or entity acquiring all or substantially of the assets of the assigning Party.

11. Consistency with Existing Agreements

Except for the Original Agreement, as amended and restated herein, nothing in this Agreement is intended to, nor shall it be construed to, alter existing agreements between the Parties. The Parties specifically agree that the purchase by Portland General from PacifiCorp of the 115 kV transmission facilities between Glencoe Tap and Tabor Tie pursuant to the Original Agreement has been accomplished and such facilities are now the property of Portland General.

Accordingly, provisions relating to such sale in the Original Agreement have been removed in this Agreement.

12. Notices

Any notice or request provided for in this Agreement, or served, given or made in connection with this Agreement, shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail or other qualified and recognized delivery service, postage prepaid, to the person specified below:

To PacifiCorp

Director, Transmission Services

PacifiCorp

700 N.E. Multnomah, Suite 550

Portland, Oregon 97232

To Portland General:

Director, Transmission & Reliability Services

Portland General Electric Company

121 S.W. Salmon Street

Portland, Oregon 97204.

13. Entire Agreement

Except as otherwise provided herein, this Agreement contains the entire understanding of the Parties with respect to the matters covered hereby and supersedes and cancels any and all oral or written prior agreements, understandings, statements and representations between the Parties with respect to such matters.

14. Governing Law

This Agreement shall, in all respects, including all matters of construction, validity and performance, be governed by and construed and enforced in accordance with the laws of the State of Oregon applicable to agreements made and to be performed entirely within such state (without reference to any principles of conflicts of law), except to the extent such laws may be preempted by the laws of the United States of America.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first noted above.

PORTLAND GENERAL ELECTRIC COMPANY

By: Frank Ahany 

Title: Director, Transmission & Reliability Services

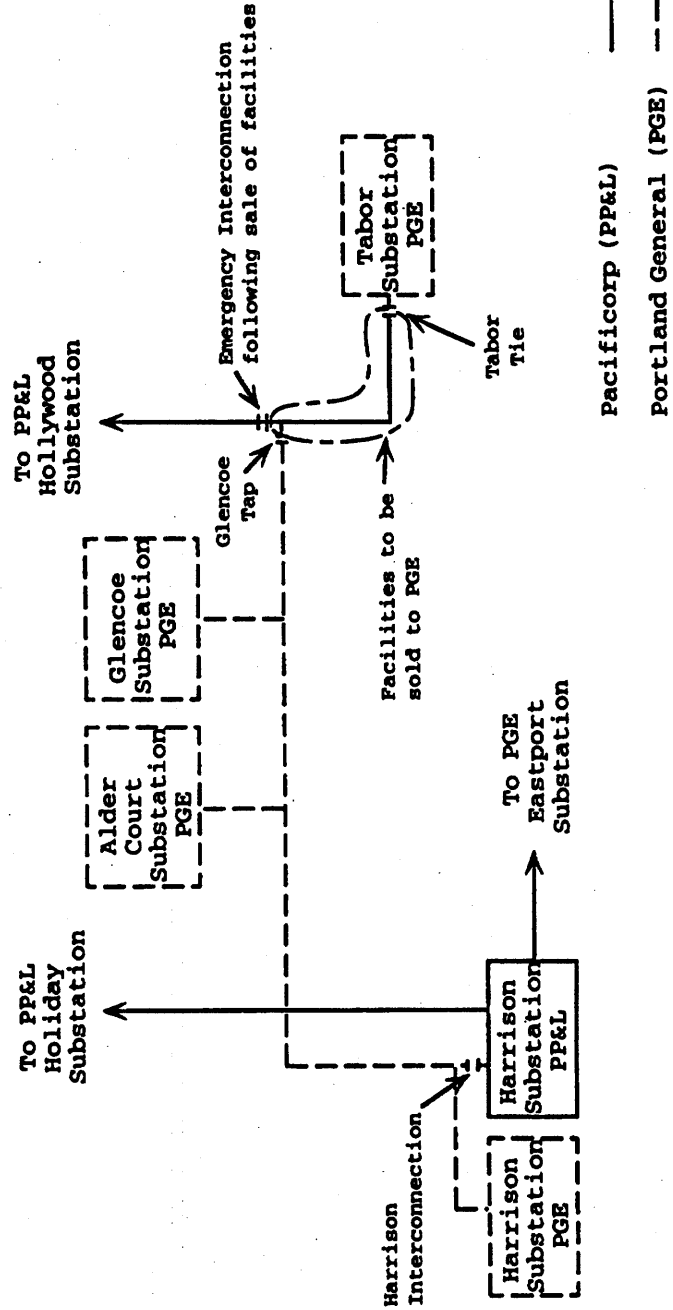
PACIFICORP

By: Mark W. Miller 

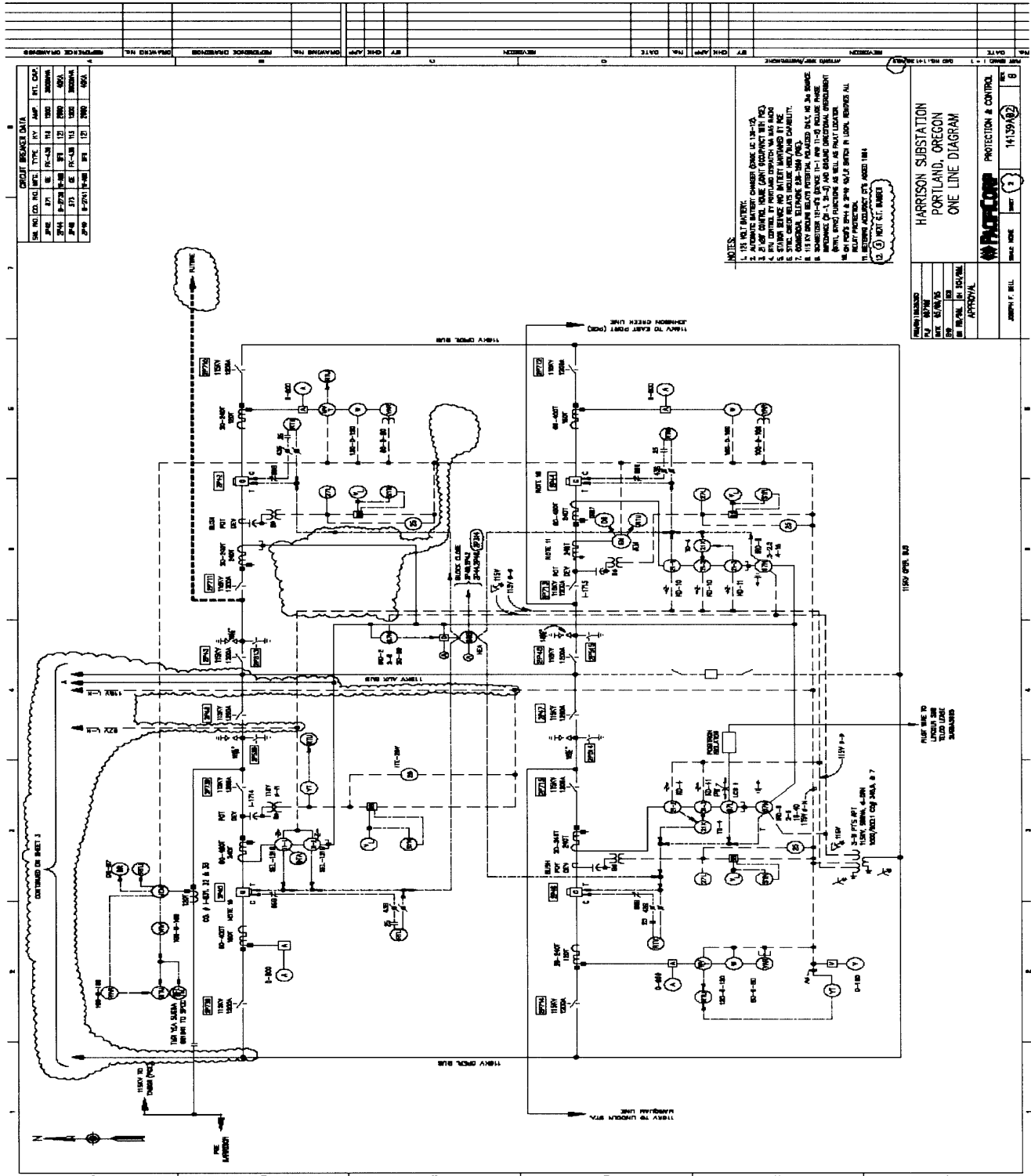
Title: Vice President, Transmission

Exhibit A

PacifiCorp - Portland General  
Interconnections



# Exhibit B



**CREDIT BREAKER DATA**

CB NO.	NO.	TYPE	RV	AMP.	INT. CAP.
101	101	115V-1	115V	1500	20000
102	102	115V-2	115V	1500	20000
103	103	115V-3	115V	1500	20000
104	104	115V-4	115V	1500	20000
105	105	115V-5	115V	1500	20000
106	106	115V-6	115V	1500	20000
107	107	115V-7	115V	1500	20000
108	108	115V-8	115V	1500	20000
109	109	115V-9	115V	1500	20000
110	110	115V-10	115V	1500	20000
111	111	115V-11	115V	1500	20000
112	112	115V-12	115V	1500	20000
113	113	115V-13	115V	1500	20000
114	114	115V-14	115V	1500	20000
115	115	115V-15	115V	1500	20000
116	116	115V-16	115V	1500	20000
117	117	115V-17	115V	1500	20000
118	118	115V-18	115V	1500	20000
119	119	115V-19	115V	1500	20000
120	120	115V-20	115V	1500	20000
121	121	115V-21	115V	1500	20000
122	122	115V-22	115V	1500	20000
123	123	115V-23	115V	1500	20000
124	124	115V-24	115V	1500	20000
125	125	115V-25	115V	1500	20000
126	126	115V-26	115V	1500	20000
127	127	115V-27	115V	1500	20000
128	128	115V-28	115V	1500	20000
129	129	115V-29	115V	1500	20000
130	130	115V-30	115V	1500	20000
131	131	115V-31	115V	1500	20000
132	132	115V-32	115V	1500	20000
133	133	115V-33	115V	1500	20000
134	134	115V-34	115V	1500	20000
135	135	115V-35	115V	1500	20000
136	136	115V-36	115V	1500	20000
137	137	115V-37	115V	1500	20000
138	138	115V-38	115V	1500	20000
139	139	115V-39	115V	1500	20000
140	140	115V-40	115V	1500	20000
141	141	115V-41	115V	1500	20000
142	142	115V-42	115V	1500	20000
143	143	115V-43	115V	1500	20000
144	144	115V-44	115V	1500	20000
145	145	115V-45	115V	1500	20000
146	146	115V-46	115V	1500	20000
147	147	115V-47	115V	1500	20000
148	148	115V-48	115V	1500	20000
149	149	115V-49	115V	1500	20000
150	150	115V-50	115V	1500	20000

- NOTES:**
1. SEE ALL DRAWINGS.
  2. AUTOMATIC BATTERY CHARGER (BANK) IS 12-12.
  3. 2" OF CONTROL WIRE (CANT EQUIPMENT) WITH 1/2" OF INSULATION SHALL BE USED FOR ALL CONTROL WIRING.
  4. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL ORDINANCES.
  5. STAKE MARKERS SHALL BE PLACED AT ALL POINTS OF INTEREST.
  6. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL ORDINANCES.
  7. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL ORDINANCES.
  8. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL ORDINANCES.
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**HARRISON SUBSTATION  
PORTLAND, OREGON  
ONE LINE DIAGRAM**

**PROTECTION & CONTROL**

DATE: 11/13/82

BY: J. F. BELL

APPROVAL:

SCALE: AS SHOWN