

# TROUTMAN SANDERS LLP

A T T O R N E Y S   A T   L A W  
A LIMITED LIABILITY PARTNERSHIP

401 9TH STREET, N.W. - SUITE 1000  
WASHINGTON, D.C. 20004-2134  
www.troutmansanders.com  
TELEPHONE: 202-274-2950

Amie V. Colby  
Amie.Colby@troutmansanders.com

Direct Dial: 202-274-2922  
Direct Fax: 202-654-5605

February 20, 2007

Hon. Magalie R. Salas, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

RE: *PacifiCorp*  
Docket No. ER07-\_\_\_\_-000

FILED  
OFFICE OF THE  
SECRETARY  
2007 FEB 20 P 2:21  
FEDERAL ENERGY REGULATORY COMMISSION

Dear Secretary Salas:

Pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d (2000), and Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. Part 35 (2006), PacifiCorp hereby tenders for filing an original and five (5) copies of the following jurisdictional agreement:

1. Facilities Agreement dated February 1, 2007 between PacifiCorp and Flowell Electric Association ("Flowell").<sup>1</sup>

### Background and Description of Filing

The Facilities Agreement between PacifiCorp and Flowell was entered into on February 1, 2007, and sets out the terms and conditions relating to the construction work for new interconnection facilities to be constructed on PacifiCorp's 46 kV Pavant-Fillmore transmission line.

Pursuant to the agreement, Flowell will procure and supply to PacifiCorp a new 75-foot structure and a three-way manual switch which PacifiCorp will install. In addition, Flowell will provide PacifiCorp with design drawings, specifications and documentation of the structure, the three way switch and all other equipment necessary to complete the Facilities Agreement.

The charge to Flowell for PacifiCorp's work is based on PacifiCorp's actual costs to do

<sup>1</sup> The Interconnection Agreement is being filed as a Rate Schedule and is designated as PacifiCorp Rate Schedule No. 598.

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the work. PacifiCorp estimates that the work will cost \$25,000. Following completion of the work, PacifiCorp will calculate its actual costs and include all direct costs plus applicable overheads and taxes.

### **Effective Date**

PacifiCorp respectfully requests waiver of the Commission's prior notice and filing requirements. *See Prior Notice Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139 (1993) ("*Prior Notice Policy Statement*"). Good cause exists to grant the waiver as performance under the Facilities Agreement has not begun.<sup>2</sup> Work under the Agreement is only expected to take three (3) working days and is not proposed to be done until June 2007. As a result, PacifiCorp requests that the Commission establish an effective date of February 1, 2007 for the Facilities Agreement.

### **List of Materials**

Set forth below is a list of the materials tendered for filing with the Commission herein.

Exhibit 1      Facilities Agreement dated February 1, 2007, between PacifiCorp and Flowell

### **Waiver of Filing Requirements**

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

### **Communications**

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

Matthew McVee  
PacifiCorp  
825 N.E. Multnomah, Suite 1800  
Portland, Oregon 97232  
(503) 813-6367

Amie V. Colby  
Troutman Sanders LLP  
401 9<sup>th</sup> Street, NW, Suite 1000  
Washington, DC 20004  
(202) 274-2922

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<sup>2</sup> *Central Hudson Gas and Electric co., et al.*, 60 FERC ¶ 61,106, *reh'g denied*, 61 FERC ¶ 61,089 (1992).

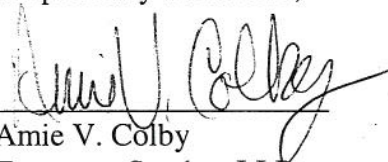
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(503) 813-7252 (facsimile)  
[matthew.mcvee@pacificorp.com](mailto:matthew.mcvee@pacificorp.com)

(202) 654-5605 (facsimile)  
[amie.colby@troutmansanders.com](mailto:amie.colby@troutmansanders.com)

If you have any questions, or if I can be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,



Amie V. Colby  
Troutman Sanders LLP  
401 9<sup>th</sup> Street, NW  
Suite 1000  
Washington, DC 20004  
(202) 274-2922

*Attorney for PacifiCorp*

Attachments

# **EXHIBIT 1**



FEB 07 2007

December 20, 2006

Durand Robinson  
General Manager  
Flowell Electric Association  
495 N 3200 W  
Fillmore, UT 84631-9709

**Re: New Point of Interconnection on the Pavant-Fillmore 46 kV Transmission Line –  
Facilities Agreement**

Dear Mr. Robinson:

Further to PacifiCorp's letter dated December 19, 2006 letter to Flowell Electric Association ("Flowell") enclosing revised System Impact and Facilities Study report, PacifiCorp sets out the terms and conditions relating to the construction work for the new interconnection facilities to be constructed on PacifiCorp's 46 kV Pavant-Fillmore transmission line at structure No. 372.

Flowell, at its cost, shall procure and supply to PacifiCorp a new 75-foot structure and a three-way manual switch which PacifiCorp shall install in accordance with its internal construction standards. Flowell shall provide, for PacifiCorp's approval before PacifiCorp will commence work under this Facilities Agreement, design drawings, specifications and documentation of the structure, the three (3) way switch, all other equipment set out in this Scope of Work and any other equipment that PacifiCorp acting reasonably requires the right to review. The Scope of Work attached to this Facilities Agreement and attached as Attachment "A" sets out the work to be conducted in greater detail. PacifiCorp shall take ownership and control of the structure and switch immediately preceding the installation work.

PacifiCorp's estimated cost of completing the work is \$25,000. Flowell shall pay this amount to PacifiCorp prior to the commencement of the work. Flowell shall reimburse PacifiCorp for its actual cost to complete the work. Following completion of the work, PacifiCorp shall calculate its actual costs which will include all direct costs plus applicable overheads and taxes. PacifiCorp will forward a copy of the calculation to Flowell along with an invoice or a refund for the difference between the estimated cost set out in the Cost Estimate and the actual cost.

PacifiCorp's installation/construction of the work described above is based on requests and information communicated to PacifiCorp by Flowell regarding the specifications of the work. By signing this agreement, Flowell agrees and acknowledges that the work described above is in accordance with its requests and discussions with PacifiCorp.

PacifiCorp shall make commercially reasonable efforts to complete the work in a timely manner in accordance with this Facilities Agreement. PacifiCorp will use its best efforts to keep Flowell informed of changes in advance.

*Durand Robinson*  
*Flowell Electric Association*

*December 20, 2006*

If Flowell agrees with the above terms and conditions of this Facilities Agreement, please execute in the space provided below and return it along with a check for the \$25,000 prepayment to PacifiCorp Transmission at the address shown above. Please keep a copy for your files.

If you have any questions, please call Franc Cavoli at (503) 813- 7055 or Krista Ausenhus at (503) 813-5371.

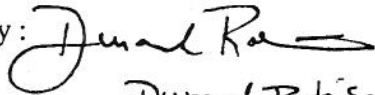
Sincerely,



**Kenneth Houston**  
**Director, Transmission Services**

**ACCEPTED AND AGREED TO BY:**

**Flowell Electric Association**

By:   
Durand Robinson, General Manager

Date: 2/1/07

## Attachment "A"

### Scope of Work:

#### *General:*

Flowell shall provide, for PacifiCorp's approval before PacifiCorp will commence work under this Facilities Agreement, design drawings, specifications and documentation of the structure, the three (3) way switch, all other equipment set out in this Scope of Work and any other equipment that PacifiCorp acting reasonably requires to right of review.

#### *Metering Requirements:*

Flowell shall Purchase and install 46 kV metering with an accuracy of 0.3% or better instrument transformers. The revenue metering can be either a MaxSys 2510 or JemStar meter. Additionally, Flowell, shall install a dial-up land line or digital cell phone for remote meter communications with systems and software that will enable PacifiCorp to interrogate the meter using its MV-90 system for reading the registers and validating the load profile data. It is expected that the new POD metering software will conform to existing Flowell register standards.

#### *Transmission Requirements:*

The tap point to Flowell City will be on the Pavant – Flowell 46 kV Line near Fillmore. Transmission Scope is to review the design and placement of one, three-way, manually operated switch – TS 540 with three, TS 201 platforms. The switch will be a 46 kV switch with minimum single vacuum bottle contacts and whips mounted on a new 75 ft steel structure.

The switch will be guyed against the tap line only. The switch will be framed for the existing 3/0 conductor, but, will be capable of framing to 397.5 ACSR conductor, in the future. The switch frame will be placed on the west face with the line to Flowell connecting to the point of the switch. Pavant and the line continuing to Fillmore TV will be connected to the two side terminals of the switch.

Materials shall be approved by PacifiCorp before the order of said materials. Construction and installation of the structure, switch and associated equipment will be performed by PacifiCorp. All structures and switches shall be consistent with PacifiCorp's standards and will be installed to PacifiCorp's standards.

#### *Schedule:*

PacifiCorp estimates at this time that the work will be completed toward the end of June 2007, however, the actual date is subject to change. Additionally, the work to be done by PacifiCorp is estimated to take 3 working days. Scheduling for commencement and completion of the work will depend upon Flowell properly discharging its obligations under this Facilities Agreement and PacifiCorp successfully completing any necessary work required to be carried out as a precondition to PacifiCorp commencing its work (for example, providing and approving design drawings, specification and documentation under this Facilities Agreement.)