

March 12, 2019

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: *PacifiCorp*
Docket No. ER19-____-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d (2012), Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. Part 35 (2018), and the Commission's Order No. 714¹ regarding electronic filing of tariff submittals, PacifiCorp hereby tenders for filing the following jurisdictional agreement:

Two-Way Operation and Maintenance Agreement ("Agreement") between Bonneville Power Administration ("BPA") and PacifiCorp, as the successor-in-interest to Pacific Power & Light Company, to be designated as PacifiCorp Sixth Revised Rate Schedule No. 239.

1. Background and Reason for Filing

On December 10, 2014, in Docket No. ER15-604, PacifiCorp filed with FERC the current version of the Agreement, designated as Fifth Revised Rate Schedule No. 239. The Commission accepted the filing, via letter order dated January 28, 2015, with an effective date of February 9, 2015.²

Since that filing, the parties agreed to make additional changes to the Agreement. This filing and enclosures reflect these revisions to the Agreement. Specifically, the parties agreed to amend and restate Exhibit A of the Agreement with the attached "Exhibit A, Revision No. 16" in order to modify the list of PacifiCorp-owned facility locations and annual operation and maintenance charges for facilities maintained by BPA at PacifiCorp's expense. Specifically, Exhibit A, Revision No. 16 1) removes reference to equipment at Midway Substation including breaker A-998, switches, relays, and communications equipment, as this equipment was replaced with BPA-owned equipment; 2) removes reference to Troutdale Substation power system control on the 230 kV Troutdale terminal position, as this equipment was retired and removed, 3) removes reference to line relays at Troutdale Substation associated with breaker A-132, as those relays were replaced with BPA-owned relays, and adds footnote 6 to document reduced annual operation and maintenance charges associated with such line relays, 4) removes switch A-

¹ *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008).

² *PacifiCorp*, Letter Order, Docket No. ER15-604-000 (Jan. 28, 2015).

1008 at Woodland Tap, as it was replaced with a BPA-owned switch, and 5) reduces the total annual operation and maintenance charges based on above changes by \$27,703 to \$129,062. The parties also agreed to make several non-substantive, typographical edits to Exhibit B.

Therefore, PacifiCorp seeks to replace the currently filed Fifth Revised Rate Schedule No. 239 with Sixth Revised Rate Schedule No. 239 to incorporate the updates to Exhibit A to the Agreement.

2. Effective Date and Waiver

In accordance with 18 C.F.R. § 35.3(a)(1), PacifiCorp respectfully requests that the Commission establish an effective date of May 12, 2019, for the Agreement.

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.

3. Designation

PacifiCorp respectfully requests that the Agreement be designated as PacifiCorp Sixth Revised Rate Schedule No. 239.

4. Enclosures

The following enclosures are attached hereto:

Enclosure 1 Two-Way Operation and Maintenance Agreement between BPA and PacifiCorp, to be designated as PacifiCorp Sixth Revised Rate Schedule No. 239.

Enclosure 2 Redline of Sixth Revised Rate Schedule No. 239 as compared to Fifth Revised Rate Schedule No. 239.

5. Communications

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

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Senior Counsel
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Andrew.Mayer@PacifiCorp.com

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PacifiCorp
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Portland, OR 97232
(503) 813-6938
Richard.Vail@PacifiCorp.com

6. Notice

Pursuant to 18 C.F.R. § 35.2(e), a copy of this filing is being served by e-mail on the following:

David Fitzsimmons
U.S Department of Energy
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409
dafitzsimmons@bpa.gov

Public Utility Commission of Oregon
550 Capitol St NE #215
PO Box 2148
Salem OR 97308-2148
PUC.FilingCenter@state.or.us

Washington Utilities and Transportation Commission
1300 S Evergreen Park Dr. SW
P.O. Box 47250
Olympia, WA 98504-7250
records@utc.wa.gov

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

Respectfully Submitted,

/s/ Andrew C. Mayer
Andrew C. Mayer
Attorney for PacifiCorp

EXHIBIT A, REVISION NO. 16
PACIFICORP-OWNED FACILITIES OPERATED AND MAINTAINED
BY BONNEVILLE AT PACIFICORP EXPENSE
Effective upon filing and acceptance with FERC

This Exhibit A, Revision No. 16 (Revision) replaces Exhibit A, Revision 15 in its entirety and accomplishes the following: 1) removes all equipment at Midway Substation including breaker A-998, switches, relays, and communications equipment, as it was replaced with BPA-owned equipment, 2) removes Troutdale Substation power system control on the 230 kV Troutdale terminal position as equipment was retired and removed, 3) removes line relays at Troutdale Substation associated with breaker A-132 as those relays were replaced with BPA-owned relays and adds footnote 6 to document reduced annual Operations Maintenance charge, 4) removes switch A-1008 at Woodland Tap as it was replaced with a BPA-owned switch, 5) reduces annual Operations and Maintenance charges based on above changes by \$27,703 to \$129,062, and 6) Updates this Revision to the current template format.

Location	Facility	Contract No. (as amended)	Annual O&M Charges¹
Alvey Substation	230 kV power circuit breaker (A-660), relays & related equipment ² for the Company's No. 3 230 kV Line to Diamond Hill substation	14-03-29171	\$23,094
Alvey Substation	230 kV power circuit breaker (A-656), relays & related equipment for the Company's No. 1 230 kV Line to Dixonville substation	14-03-67874	\$23,094
Dalreed Substation	230 kV tap facilities connected to Bonneville's McNary-Santiam No. 1 and No. 2 Lines	14-03-37013 Exhibit B, Table 7	No Charge
Fairview Substation	230 kV power circuit breaker (A-910), relays & related equipment for the Company's 230 kV Line to Isthmus	14-03-19259	\$23,094
McNary ³ Substation	230 kV power circuit breaker (A-400), relays & related equipment for the Company's No.1 230 kV Line to Wallula	03TX-11295	\$5,944

¹ Annual O&M derived from Bonneville's O&M cost table titled "Bonneville Power Administration O&M Charges for Customer Owned or Leased Facilities, O&M Expense Averaged for fiscal years 2002, 2003, 2004, 2005 and 2006." Exceptions are noted.

² Bonneville replaced, at Bonneville's expense, a failed PacifiCorp owned 230 kV CT on one phase and the associated CT's on the other two phases, with Bonneville owned CT's in June 2012. Bonneville will own, operate and maintain all three new CT's at its expense.

³ O&M charge is for a 230 kV gas circuit breaker, relays and associated equipment, and excludes associated switches and PLC equipment. Bonneville replaced PacifiCorp owned switches associated with breaker A-400, with Bonneville owned switches and therefore, PacifiCorp is no longer responsible for the O&M cost of those switches. PacifiCorp now maintains PLC equipment that PacifiCorp owns.

Location	Facility	Contract No. (as amended)	Annual O&M Charges¹
Monmouth Substation	115 kV interconnecting bus facilities between Bonneville's Monmouth & the Company's MON-PAC substation	14-03-37013 Exhibit B, Table 8	No Charge
Outlook Tap	Two 230 kV disconnect switches (A-1492 & A-1493) & related equipment at the Outlook Tap	14-03-09223	\$2,132
Roundup Substation	230/69 transformer, grounding transformer, 69 kV terminal, 230 kV circuit switcher (A-568), relays, 4 group operated switches, 4 PTs, 3 CTs & 3 station service transformers	14-03-37013 Exhibit B, Table 17	\$29,784
Roundup Substation	One 230 kV disconnect switch (A-565)	14-03-37013 Exhibit B, Table 21	\$1,066
Santiam Substation ⁴	Protective relays	14-03-49145	\$960
Summer Lake ⁵ Substation	Two 500 kV power circuit breakers (4957, 4958) & related equipment for the Company's 500 kV Lines to Hemingway and Malin substations	14-03-37013 Exhibit B, Table 16	\$12,828
Troutdale Substation ⁶	230 kV power circuit breaker (A-132), and related equipment (excluding relays) for the Company's Troutdale-PACW Troutdale No 1 (formerly Linneman Junction) 230 kV line.	14-03-14124	\$7,066
ANNUAL TOTAL			<u>\$129,062</u>

⁴ O&M charge is based on charge for the relaying component of direct maintenance of 230/69 kV transformer.

⁵ O&M charge consists of operations only (direct and indirect) of 500 kV gas/air PCB including A&G, with adjustments made to A&G to remove the maintenance component.

⁶ Associated relays at Troutdale are owned by BPA. Annual O&M charge is based on gas breaker terminal charge of \$7,297 less \$231 for relaying (new amount \$7,066).

SIGNATURES AND EFFECTIVE DATE

Bonneville and PacifiCorp (Parties) have caused this Exhibit to be executed, and it shall be effective as of the date the Federal Energy Regulatory Commission (Commission) accepts PacifiCorp’s filing; *provided that*, if PacifiCorp files this Exhibit for acceptance by the Commission and the Commission does not accept this Exhibit for filing or accepts this Exhibit for filing but in connection with such acceptance requires a change in, or imposes a new condition on, this Exhibit, this Exhibit shall be effective thereafter only if both Parties agree in writing to such change or condition. If either Party fails to agree in writing to any such change or condition, or if the Commission does not accept this Exhibit for filing, Bonneville may on written notice to PacifiCorp terminate the services it provides pursuant to those Exhibit provisions not accepted by the Commission without change or condition.

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

PACIFICORP

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: _____

Title: _____

Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

TWO-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

Index to Sections

<u>Section</u> _____	
<u>Page</u>	
1. Termination of Operation and Maintenance Agreement and Deletion of Sections from Contracts.....	3
2. Term of Agreement.....	3
3. Exhibits.....	3
4. Operation, Maintenance, and Removal of Company-Owned Facilities and Payment Therefor.....	4
5. Operation, Maintenance, and Removal of Government-Owned Facilities and Payment Therefor.....	6
6. Liability.....	8
7. Revisions of Exhibits.....	8
8. Ratification for Interim Service.....	8
Exhibit A (Company-Owned Facilities Operated and Maintained by Bonneville at Company Expense)	3

Exhibit B (Government-Owned Facilities Operated and Maintained by the Company at Government Expense)	3
Exhibit C (Provisions Required by Statute or Executive Order.....)	3

This OPERATION AND MAINTENANCE AGREEMENT, executed November 18, 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, payment, 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 installed and which will reflect current 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. Termination of Operation and Maintenance Agreement and Deletion of Sections from Contracts.

(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. Exhibits. 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 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 thereof, 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 month, 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 modifications 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) Liability. 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-MS79-81BP90173, and DE-MS79-81BP90172, 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 /S/ Peter T. Johnson

Bonneville Power Administration

PACIFIC POWER & LIGHT COMPANY

By /S/ R. B. Lisbakken

Title Vice President

Date October 25, 1983

(WP-PKJ-0183f)

EXHIBIT A, REVISION NO. ~~15~~16
PACIFICORP-OWNED FACILITIES OPERATED AND MAINTAINED
BY BONNEVILLE AT PACIFICORP EXPENSE
Effective upon filing and acceptance with FERC

This Exhibit A, Revision No. ~~15~~ (Revision) removes the disconnect switch at Structure 1/7 of DeMoss-Fossil No. 1 Line, due to Bonneville upgrading of the DeMoss-Fossil No. 1 Line from 69 kV to 115 kV. The disconnect switch was removed during the upgrade and therefore Bonneville's maintenance obligation is no longer applicable. This Revision also removes the Power Control System equipment at Redmond Substation, as the Power Line Carrier equipment at the Redmond Substation was recently retired as part of the relay replacement project for the Pilot Butte — Redmond 230 kV Line position. 16 (Revision) replaces Exhibit A, Revision 15 in its entirety and accomplishes the following: 1) removes all equipment at Midway Substation including breaker A-998, switches, relays, and communications equipment, as it was replaced with BPA-owned equipment, 2) removes Troutdale Substation power system control on the 230 kV Troutdale terminal position as equipment was retired and removed, 3) removes line relays at Troutdale Substation associated with breaker A-132 as those relays were replaced with BPA-owned relays and adds footnote 6 to document reduced annual Operation and Maintenance charge, 4) removes switch A-1008 at Woodland Tap as it was replaced with a BPA-owned switch, 5) reduces annual Operation and Maintenance charges based on above changes by \$27,703 to \$129,062, and 6) Updates this Revision to the current template format.

<u>Location</u>	<u>Facility</u>	<u>Contract No. (as amended)</u>	<u>Annual O&M Charges¹</u>
Alvey Substation	230 kV power circuit breaker (A-660), relays & related equipment ² for the Company's No. 3 230 kV line to Diamond Hill substation	14-03-29171	\$23,094
Alvey Substation	230 kV power circuit breaker (A-656), relays & related equipment for the Company's No. 1 230 kV line to Dixonville substation	14-03-67874	\$23,094
Dalreed Substation	230 kV tap facilities connected to Bonneville's McNary-Santiam No. 1 and No. 2 lines	14-03-37013 Exhibit B, Table 7	No Charge
Fairview Substation	230 kV power circuit breaker (A-910), relays & related equipment for the Company's 230 kV line to Isthmus	14-03-19259	\$23,094

¹ Annual O&M derived from Bonneville's O&M cost table titled "Bonneville Power Administration O&M Charges for Customer Owned or Leased facilities, O&M Expense Averaged for fiscal years 2002, 2003, 2004, 2005 and 2006." Exceptions are noted.

² Bonneville replaced, at Bonneville expense, a failed PacifiCorp owned 230 kV CT on one phase and the associated CT's on the other two phases, with Bonneville owned CT's in June 2012. Bonneville will own, operate and maintain all three new CT's at its expense.

<u>Location</u>	<u>Facility</u>	<u>Contract No. (as amended)</u>	<u>Annual O&M Charges¹</u>
McNary ³ Substation ^{3,4}	230 kV power circuit breaker (A-400), relays & related equipment for the Company's No.1 230 kV line to Wallula	03TX-11295	\$5,944
Midway Substation⁵	230 kV power circuit breaker (A-998), relays & related equipment for the Company's 230-kV line to Union Gap	14-03-001-13597	\$23,094
Midway Substation⁶	Communications equipment for communications between Midway and Outlook Tap	14-03-09223	\$3,312
Monmouth Substation	115 kV interconnecting bus facilities between Bonneville's Monmouth & the Company's MON-PAC substation	14-03-37013 Exhibit B, Table 8	No Charge
Outlook Tap	Two 230 kV disconnect switches (A-1492 & A-1493) & related equipment at the Outlook Tap	14-03-09223	\$2,132
Roundup Substation	230/69 transformer, grounding transformer, 69 kV terminal, 230 kV circuit switcher (A-568), relays, 4 group operated switches, 4 PTs, 3 CTs & 3 station service transformers	14-03-37013 Exhibit B, Table 17	\$29,784
Roundup Substation	One 230 kV disconnect switch (A-565)	14-03-37013 Exhibit B, Table 21	\$1,066
Santiam ⁷ Substation ⁴	Protective relays	14-03-49145	\$960

³ O&M charge is for a 230 kV gas circuit breaker, relays and associated equipment, and excludes associated switches and PLC equipment. Bonneville replaced PacifiCorp owned switches associated with breaker A-400, with Bonneville owned switches and therefore, PacifiCorp is no longer responsible for the O&M cost of those switches. PacifiCorp now maintains PLC equipment that PacifiCorp owns.

³ ~~Original 230 kV circuit breaker installation was under 14-03-19040. Construction Agreement 03TX-11295 replaced the breaker and line protection relays.~~

⁴ ~~O&M charge is for a 230 kV circuit breaker, relays and associated equipment and excludes associated switches and PLC equipment. Bonneville replaced PacifiCorp owned switches associated with breaker A-400, with Bonneville owned switches and therefore, PacifiCorp is no longer responsible for the O&M cost of those switches. PacifiCorp now maintains PLC equipment that PacifiCorp owns.~~

⁵ ~~PacifiCorp operates and maintains the transfer trip equipment, at PacifiCorp expense, on the Midway-Union Gap 230 kV terminal per Contract No. 96SC-90552.~~

⁶ ~~Based on the charge for the communications component of direct maintenance of 230 kV terminal with oil PCB.~~

⁷ ~~O&M costs based on charge for the relaying component of direct maintenance of 230/69 kV transformer.~~

⁴ O&M costs based on charge for the relaying component of direct maintenance of 230/69 kV transformer.

<u>Location</u>	<u>Facility</u>	<u>Contract No. (as amended)</u>	<u>Annual O&M Charges¹</u>
Summer Lake ⁸⁵ Substation	Two 500 kV power circuit breakers (4957, 4958) & related equipment for the Company's 500 kV lines to Hemingway and Malin substations	14-03-37013 Exhibit B, Table 16	\$12,828
Troutdale- Substation	Power system control on the 230- kV Troutdale terminal position provided for the Company	14-03-37013 Exhibit B, Table 4	No Charge
Troutdale Substation ⁶	230 kV power circuit breaker (A-132), relays & and related equipment <u>(excluding relays)</u> for the Company's <u>Troutdale-PACW Troutdale No 1 (formerly Linneman Junction)</u> 230 kV line- to Lineman Junction	14-03-14124	\$7,297,066
Woodland Tap	230 kV disconnection switch- (A-1008) at the Woodland Tap on the Company's 230 kV line to Swift	14-03-13628	\$1,066
		ANNUAL TOTAL	\$156,765129,062

SIGNATURES AND EFFECTIVE DATE

Bonneville and PacifiCorp (Parties) have caused this Exhibit to be executed, and it shall be effective as of the date the Federal Energy Regulatory Commission (Commission) accepts PacifiCorp's filing; *provided that*, if PacifiCorp files this Exhibit for acceptance by the Commission and the Commission does not accept this Exhibit for filing or accepts this Exhibit for filing but in connection with such acceptance requires a change in, or imposes a new condition on, this Exhibit, this Exhibit shall be effective thereafter only if both Parties agree in writing to such change or condition. If either Party fails to agree in writing to any such change or condition, or if the Commission does not accept this Exhibit for filing, Bonneville may on written notice to PacifiCorp terminate the services it provides pursuant to those Exhibit provisions not accepted by the Commission without change or condition.

[This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated.](#)

⁸-~~Charge~~⁵ O&M charge consists of operations only (direct and indirect) of 500 kV gas/air PCB including A&G, with adjustments made to A&G to remove the maintenance component.

⁶ Associated relays at Troutdale are owned by BPA. Annual O&M charge is based on gas breaker terminal charge of \$7,297 less \$231 for relaying (new amount \$7,066).

PACIFICORP

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: */s/ Rick Vail*

By: */s/ Eric H. Carter*

Title: VP, Transmission

Title: Transmission Account Executive

If opting out of the electronic signature:

By: ~~*/s/ Rick Vail*~~

By: ~~*/s/ Kenneth H. Johnston*~~

Name: ~~Rick Vail~~
(Print/Type)

Name: ~~Kenneth H. Johnston~~
(Print/Type)

Title: ~~VP Transmission~~

Title: ~~Transmission Account Executive~~

Date: ~~8/20/13~~

Date: ~~8/2/13~~

CCM: 90909_ExhA_R15

EXHIBIT B, REVISION NO. 9
GOVERNMENT-OWNED FACILITIES OPERATED AND MAINTAINED
BY PACIFICORP AT GOVERNMENT EXPENSE
Effective upon filing and acceptance with FERC

This Exhibit B, Revision No. 9 (Revision) removes the equipment and Bonneville Power Administration's (Bonneville) cost obligation for items 1, 2 and 3 below. A billing adjustment will take place based upon the date of the equipment removal or the transfer of ownership described below for the Bingen, Dayton and Hat Rock Locations.

- 1) *two 69 kV disconnect switches on PacifiCorp's Condit – Powerdale 69kV line for the Bingen Substation. Bonneville has transferred the ownership, Operation and Maintenance (O&M) responsibility of these switches to PacifiCorp under Case File No. 20120294:*
- 2) *two 69 kV disconnect switches and tap structure on PacifiCorp's Dayton – Pomeroy line for the Dayton Substation. The switches and tap were removed as Columbia REA is now directly connected to Bonneville's Walla Walla – Tucannon 115kV line;*
- 3) *two 230 kV line rupter switches adjacent to Hat Rock Tap. Bonneville agreed for PacifiCorp to replace the existing switches and own the new switches 1W24 and 1W25 installed at Hat Rock Tap (now referred to by PacifiCorp as Capstone substation);
and*
- 4) *updates the equipment description at the Lost Creek Project facility due to a replacement of outdated analog telemetry equipment with digital telemetry. The Lost Creek telemetry replacement does not require a billing adjustment to the current O&M charge.*

Location	Facility	Installed Under Contract Number	Annual O&M Charge
Cedarville Substation	Two 115 kV sectionalizing disconnect switches for Government's Cedarville Substation and tap line to the Company's line No. 36	DE-MS79-8IBP 90172	\$ 288
Chelatchie Substation	Two 115 kV sectionalizing disconnect switches for Government's Chelatchie Substation in Company's Merwin-Yale 115 kV line	14-03-001-1460 9	\$ 180
Creswell Substation	Two 115 kV group operated switches (2M95, 2M96) & one span of line from tap to dead-end structure in the Emerald People's Utility District's Creswell Substation	DE-AP79-90BP 70938 & Letter Agreement Dated 3/12/90	\$ 516

Location	Facility	Installed Under Contract Number	Annual O&M Charge
Davis Creek Substation	Two 115 kV sectionalizing disconnect switches for Government's Davis Creek Substation and tap line to the Company's line No. 36	DE-MS79-8IBP 90172	\$ 288
Lost Creek Project	Telemetry equipment for Government's Lost Creek Project associated with JEMStar meter installation	Letter dated 1/25/74 & Dwg. EPG-152-A ⁹¹	\$ 288
Malin Substation	One 230 kV power circuit breaker (1L1) and related equipment installed in Company's 230 kV yard at the Malin Substation	DE-MS79-86BP 91633	\$ 5,268
Pilot Rock Substation	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	\$ 840
Powerline Substation	Two 69 kV group operated switches with 2-way vacuum interrupters & one span of line from tap to dead-end structure in the Emerald People's Utility District's Powerline Substation	DE-AP79-90BP 70938 & Letter Agreement Dated 3/12/90	\$ 624
Powerline Substation	One 75' steel pole w/pole mounted platform and one group operated 69 kV vertical break switch and one span of line from tap to Emerald People's Utility District's Powerline Substation	99RTX-30309	\$ 480
Total Annual Amount			\$ 8,772

[2 Per Section 5\(a\)\(1\)\(iii\) Bonneville replaced the original telemetry equipment with newer equipment and a JEMStar meter panel](#)

~~⁹ Per Section 5(a)(1)(iii) Bonneville replaced the original telemetry equipment with newer equipment and a JEMStar meter panel.~~

SIGNATURES AND EFFECTIVE DATE

Bonneville and PacifiCorp (Parties) have caused this Revision to be executed, and it shall be effective as of the date the Federal Energy Regulatory Commission (Commission) accepts PacifiCorp’s filing; *provided that*, billing adjustments shall be made as of the dates equipment was removed or ownership transferred as stated above; *provided further that*, if PacifiCorp files this Revision for acceptance by the Commission and the Commission does not accept this Revision for filing or accepts this Revision for filing but in connection with such acceptance requires a change in, or imposes a new condition on, this Revision, this Revision shall be effective thereafter only if both Parties agree in writing to such change or condition. If either Party fails to agree in writing to any such change or condition, or if the Commission does not accept this Revision for filing, Bonneville may upon written notice to PacifiCorp terminate the services it provides pursuant to those Revision provisions not accepted by the ~~Commission~~Commission without change or condition.

PACIFICORP

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: /s/ Rick Vail

By: /s/ David A. Fitzsimmons

Name: Rick Vail
(Print/Type)

Name: David A. Fitzsimmons
(Print/Type)

Title: VP - Transmission

Title: Manager, Transmission Sales

Date: 11/24/2014

Date: 12/1/2014

PROVISIONS REQUIRED BY STATUTE OR EXECUTIVE ORDER

1. Contract Work Hours and Safety Standards.

This contract, if and to the extent required by applicable law and if not otherwise exempted, is subject to the following provisions:

(a) Overtime Requirements. 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 such worker is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times such worker's basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of 40 hours in such workweek, as the case may be.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions of subsection (a), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for such employee's unpaid wages. In addition, such contractor and subcontractor shall be liable to the Government 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 be employed in such work in excess of eight hours or in excess of such employee's standard workweek of 40 hours without payment of the overtime wages required by subsection (a) above.

(c) Withholding for Unpaid Wages and Liquidated Damages. Bonneville may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection (b) above.

(d) Subcontracts. The contractor shall insert in any subcontracts the clauses set forth in subsections (a) through (c) of this provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(e) Records. The contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from the completion of the contract.

2. Convict Labor. In connection with the performance of work under this contract, the contractor agrees, if and to the extent required by law and if not otherwise exempted, not to

employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

3. Equal Opportunity. During the performance of this contract, if and to the extent required by applicable law and if not otherwise exempted, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, color, religion, sex, 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 Bonneville setting forth the provisions of the Equal Opportunity clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which said contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by Bonneville, advising the labor union or worker's representative of the contractor's commitments under the Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 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 said contractor's books, records, and accounts by Bonneville and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the Equal Opportunity clause 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked 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.

(g) The contractor will include the provisions of paragraphs (a) through (g) 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 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 Bonneville may direct as a means of enforcing such provisions including sanctions for noncompliance. 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 Bonneville, the contractor may request the Government to enter into such litigation to protect the interests of the Government.

4. 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.

5. Additional Provisions. The contractor agrees to comply with the clauses for Government contracts contained in the following statutes, Executive Orders, and regulations to the extent applicable:

- (a) the Rehabilitation Act of 1973, Public Law 93-112, as amended, and 41 CFR 60-741 (affirmative action for handicapped workers);
- (b) the Vietnam Era Veterans Readjustment Assistance Act of 1974, Public Law 92-540, as amended, and 41 CFR 60-250 (affirmative action for disabled veterans and veterans of the Vietnam era);
- (c) the Davis-Bacon Act, 40 U.S.C. 27b et seq., and 29 CFR 5 (required wage rates for public buildings and works);
- (d) Executive Order 11625 and 41 CFR 1-1.1310-2 (utilization of minority business enterprises);
- (e) the Small Business Act, as amended;
- (f) Certification of Nonsegregated Facilities, 41 CFR 1-12.803-10.

(WP-PCJ-0129F)

Contract No. DE-MS79-83BP90909
09-14-83

TWO-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

Index to Sections

<u>Section</u>	<u>Page</u>
1. Termination of Operation and Maintenance Agreement and Deletion of Sections from Contracts.....	3
2. Term of Agreement.....	3
3. Exhibits.....	3
4. Operation, Maintenance, and Removal of Company-Owned Facilities and Payment Therefor.....	4
5. Operation, Maintenance, and Removal of Government-Owned Facilities and Payment Therefor.....	6
6. Liability.....	8
7. Revisions of Exhibits.....	8
8. Ratification for Interim Service.....	8
Exhibit A (Company-Owned Facilities Operated and Maintained by Bonneville at Company Expense)	3

Exhibit B (Government-Owned Facilities Operated and Maintained
by the Company at Government Expense) 3

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

This OPERATION AND MAINTENANCE AGREEMENT, executed November 18, 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, payment, 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 installed and which will reflect current 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. Termination of Operation and Maintenance Agreement and Deletion of Sections from Contracts.

(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. Exhibits. 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 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 thereof, 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 month, 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 modifications 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) Liability. 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-MS79-81BP90173, and DE-MS79-81BP90172, 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 /S/ Peter T. Johnson

Bonneville Power Administration

PACIFIC POWER & LIGHT COMPANY

By /S/ R. B. Lisbakken

Title Vice President

Date October 25, 1983

(WP-PKJ-0183f)

EXHIBIT A, REVISION NO. 16
PACIFICORP-OWNED FACILITIES OPERATED AND MAINTAINED
BY BONNEVILLE AT PACIFICORP EXPENSE
Effective upon filing and acceptance with FERC

This Exhibit A, Revision No. 16 (Revision) replaces Exhibit A, Revision 15 in its entirety and accomplishes the following: 1) removes all equipment at Midway Substation including breaker A-998, switches, relays, and communications equipment, as it was replaced with BPA-owned equipment, 2) removes Troutdale Substation power system control on the 230 kV Troutdale terminal position as equipment was retired and removed, 3) removes line relays at Troutdale Substation associated with breaker A-132 as those relays were replaced with BPA-owned relays and adds footnote 6 to document reduced annual Operations Maintenance charge, 4) removes switch A-1008 at Woodland Tap as it was replaced with a BPA-owned switch, 5) reduces annual Operations and Maintenance charges based on above changes by \$27,703 to \$129,062, and 6) Updates this Revision to the current template format.

<u>Location</u>	<u>Facility</u>	<u>Contract No. (as amended)</u>	<u>Annual O&M Charges¹</u>
Alvey Substation	230 kV power circuit breaker (A-660), relays & related equipment ² for the Company's No. 3 230 kV line to Diamond Hill substation	14-03-29171	\$23,094
Alvey Substation	230 kV power circuit breaker (A-656), relays & related equipment for the Company's No. 1 230 kV line to Dixonville substation	14-03-67874	\$23,094
Dalreed Substation	230 kV tap facilities connected to Bonneville's McNary-Santiam No. 1 and No. 2 lines	14-03-37013 Exhibit B, Table 7	No Charge
Fairview Substation	230 kV power circuit breaker (A-910), relays & related equipment for the Company's 230 kV line to Isthmus	14-03-19259	\$23,094
McNary ³ Substation	230 kV power circuit breaker (A-400), relays & related equipment for the Company's No.1 230 kV line to Wallula	03TX-11295	\$5,944
Monmouth Substation	115 kV interconnecting bus facilities between Bonneville's Monmouth & the Company's	14-03-37013 Exhibit B, Table 8	No Charge

¹ Annual O&M derived from Bonneville's O&M cost table titled "Bonneville Power Administration O&M Charges for Customer Owned or Leased facilities, O&M Expense Averaged for fiscal years 2002, 2003, 2004, 2005 and 2006." Exceptions are noted.

² Bonneville replaced, at Bonneville expense, a failed PacifiCorp owned 230 kV CT on one phase and the associated CT's on the other two phases, with Bonneville owned CT's in June 2012. Bonneville will own, operate and maintain all three new CT's at its expense.

³ O&M charge is for a 230 kV gas circuit breaker, relays and associated equipment, and excludes associated switches and PLC equipment. Bonneville replaced PacifiCorp owned switches associated with breaker A-400, with Bonneville owned switches and therefore, PacifiCorp is no longer responsible for the O&M cost of those switches. PacifiCorp now maintains PLC equipment that PacifiCorp owns.

<u>Location</u>	<u>Facility</u>	<u>Contract No. (as amended)</u>	<u>Annual O&M Charges¹</u>
	MON-PAC substation		
Outlook Tap	Two 230 kV disconnect switches (A-1492 & A-1493) & related equipment at the Outlook Tap	14-03-09223	\$2,132
Roundup Substation	230/69 transformer, grounding transformer, 69 kV terminal, 230 kV circuit switcher (A-568), relays, 4 group operated switches, 4 PTs, 3 CTs & 3 station service transformers	14-03-37013 Exhibit B, Table 17	\$29,784
Roundup Substation	One 230 kV disconnect switch (A-565)	14-03-37013 Exhibit B, Table 21	\$1,066
Santiam Substation ⁴	Protective relays	14-03-49145	\$960
Summer Lake ⁵ Substation	Two 500 kV power circuit breakers (4957, 4958) & related equipment for the Company's 500 kV lines to Hemingway and Malin substations	14-03-37013 Exhibit B, Table 16	\$12,828
Troutdale Substation ⁶	230 kV power circuit breaker (A-132), and related equipment (excluding relays) for the Company's Troutdale-PACW Troutdale No 1 (formerly Linneman Junction) 230 kV line.	14-03-14124	\$7,066
		ANNUAL TOTAL	\$129,062

SIGNATURES AND EFFECTIVE DATE

Bonneville and PacifiCorp (Parties) have caused this Exhibit to be executed, and it shall be effective as of the date the Federal Energy Regulatory Commission (Commission) accepts PacifiCorp's filing; *provided that*, if PacifiCorp files this Exhibit for acceptance by the Commission and the Commission does not accept this Exhibit for filing or accepts this Exhibit for filing but in connection with such acceptance requires a change in, or imposes a new condition on, this Exhibit, this Exhibit shall be effective thereafter only if both Parties agree in writing to such change or condition. If either Party fails to agree in writing to any such change or condition, or if the Commission does not accept this Exhibit for filing, Bonneville may on written notice to PacifiCorp terminate the services it provides pursuant to those Exhibit provisions not accepted by the Commission without change or condition.

⁴ O&M costs based on charge for the relaying component of direct maintenance of 230/69 kV transformer.

⁵ O&M charge consists of operations only (direct and indirect) of 500 kV gas/air PCB including A&G, with adjustments made to A&G to remove the maintenance component.

⁶ Associated relays at Troutdale are owned by BPA. Annual O&M charge is based on gas breaker terminal charge of \$7,297 less \$231 for relaying (new amount \$7,066).

EXHIBIT B, REVISION NO. 9
GOVERNMENT-OWNED FACILITIES OPERATED AND MAINTAINED
BY PACIFICORP AT GOVERNMENT EXPENSE
Effective upon filing and acceptance with FERC

This Exhibit B, Revision No. 9 (Revision) removes the equipment and Bonneville Power Administration's (Bonneville) cost obligation for items 1, 2 and 3 below. A billing adjustment will take place based upon the date of the equipment removal or the transfer of ownership described below for the Bingen, Dayton and Hat Rock Locations.

- 1) *two 69 kV disconnect switches on PacifiCorp's Condit – Powerdale 69kV line for the Bingen Substation. Bonneville has transferred the ownership, Operation and Maintenance (O&M) responsibility of these switches to PacifiCorp under Case File No. 20120294;*
- 2) *two 69 kV disconnect switches and tap structure on PacifiCorp's Dayton – Pomeroy line for the Dayton Substation. The switches and tap were removed as Columbia REA is now directly connected to Bonneville's Walla Walla – Tucannon 115kV line;*
- 3) *two 230 kV line rupter switches adjacent to Hat Rock Tap. Bonneville agreed for PacifiCorp to replace the existing switches and own the new switches 1W24 and 1W25 installed at Hat Rock Tap (now referred to by PacifiCorp as Capstone substation);
and*
- 4) *updates the equipment description at the Lost Creek Project facility due to a replacement of outdated analog telemetry equipment with digital telemetry. The Lost Creek telemetry replacement does not require a billing adjustment to the current O&M charge.*

Location	Facility	Installed Under Contract Number	Annual O&M Charge
Cedarville Substation	Two 115 kV sectionalizing disconnect switches for Government's Cedarville Substation and tap line to the Company's line No. 36	DE-MS79- 8IBP90172	\$ 288
Chelatchie Substation	Two 115 kV sectionalizing disconnect switches for Government's Chelatchie Substation in Company's Merwin-Yale 115 kV line	14-03-001- 14609	\$ 180
Creswell Substation	Two 115 kV group operated switches (2M95, 2M96) & one span of line from tap to dead-end structure in the Emerald People's Utility District's Creswell Substation	DE-AP79- 90BP70938 & Letter Agreement Dated 3/12/90	\$ 516

Location	Facility	Installed Under Contract Number	Annual O&M Charge
Davis Creek Substation	Two 115 kV sectionalizing disconnect switches for Government's Davis Creek Substation and tap line to the Company's line No. 36	DE-MS79-8IBP90172	\$ 288
Lost Creek Project	Telemetry equipment for Government's Lost Creek Project associated with JEMStar meter installation	Letter dated 1/25/74 & Dwg. EPG-152-A ¹	\$ 288
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Pilot Rock Substation	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	\$ 840
Powerline Substation	Two 69 kV group operated switches with 2-way vacuum interrupters & one span of line from tap to dead-end structure in the Emerald People's Utility District's Powerline Substation	DE-AP79-90BP70938 & Letter Agreement Dated 3/12/90	\$ 624
Powerline Substation	One 75' steel pole w/pole mounted platform and one group operated 69 kV vertical break switch and one span of line from tap to Emerald People's Utility District's Powerline Substation	99RTX-30309	\$ 480
Total Annual Amount			\$ 8,772

¹ Per Section 5(a)(1)(iii) Bonneville replaced the original telemetry equipment with newer equipment and a JEMStar meter panel

SIGNATURES AND EFFECTIVE DATE

Bonneville and PacifiCorp (Parties) have caused this Revision to be executed, and it shall be effective as of the date the Federal Energy Regulatory Commission (Commission) accepts PacifiCorp's filing; *provided that*, billing adjustments shall be made as of the dates equipment was removed or ownership transferred as stated above; *provided further that*, if PacifiCorp files this Revision for acceptance by the Commission and the Commission does not accept this Revision for filing or accepts this Revision for filing but in connection with such acceptance requires a change in, or imposes a new condition on, this Revision, this Revision shall be effective thereafter only if both Parties agree in writing to such change or condition. If either Party fails to agree in writing to any such change or condition, or if the Commission does not accept this Revision for filing, Bonneville may upon written notice to PacifiCorp terminate the services it provides pursuant to those Revision provisions not accepted by the Commission without change or condition.

PACIFICORP

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power AdministrationBy: /s/ Rick Vail By: /s/ David A. Fitzsimmons Name: Rick Vail
*(Print/Type)*Name: David A. Fitzsimmons
*(Print/Type)*Title: VP - Transmission Title: Manager, Transmission Sales Date: 11/24/2014 Date: 12/1/2014

Exhibit C
(03-16-82)**PROVISIONS REQUIRED BY STATUTE OR EXECUTIVE ORDER**1. Contract Work Hours and Safety Standards.

This contract, if and to the extent required by applicable law and if not otherwise exempted, is subject to the following provisions:

(a) Overtime Requirements. 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 such worker is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times such worker's basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of 40 hours in such workweek, as the case may be.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions of subsection (a), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for such employee's unpaid wages. In addition, such contractor and subcontractor shall be liable to the Government 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 be employed in such work in excess of eight hours or in excess of such employee's standard workweek of 40 hours without payment of the overtime wages required by subsection (a) above.

(c) Withholding for Unpaid Wages and Liquidated Damages. Bonneville may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection (b) above.

(d) Subcontracts. The contractor shall insert in any subcontracts the clauses set forth in subsections (a) through (c) of this provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(e) Records. The contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from the completion of the contract.

2. Convict Labor. In connection with the performance of work under this contract, the contractor agrees, if and to the extent required by law and if not otherwise exempted, not to

employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

3. Equal Opportunity. During the performance of this contract, if and to the extent required by applicable law and if not otherwise exempted, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, color, religion, sex, 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 Bonneville setting forth the provisions of the Equal Opportunity clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which said contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by Bonneville, advising the labor union or worker's representative of the contractor's commitments under the Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 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 said contractor's books, records, and accounts by Bonneville and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the Equal Opportunity clause 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked 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.

(g) The contractor will include the provisions of paragraphs (a) through (g) 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 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 Bonneville may direct as a means of enforcing such provisions including sanctions for noncompliance. 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 Bonneville, the contractor may request the Government to enter into such litigation to protect the interests of the Government.

4. 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.

5. Additional Provisions. The contractor agrees to comply with the clauses for Government contracts contained in the following statutes, Executive Orders, and regulations to the extent applicable:

- (a) the Rehabilitation Act of 1973, Public Law 93-112, as amended, and 41 CFR 60-741 (affirmative action for handicapped workers);
- (b) the Vietnam Era Veterans Readjustment Assistance Act of 1974, Public Law 92-540, as amended, and 41 CFR 60-250 (affirmative action for disabled veterans and veterans of the Vietnam era);
- (c) the Davis-Bacon Act, 40 U.S.C. 27b et seq., and 29 CFR 5 (required wage rates for public buildings and works);
- (d) Executive Order 11625 and 41 CFR 1-1.1310-2 (utilization of minority business enterprises);
- (e) the Small Business Act, as amended;
- (f) Certification of Nonsegregated Facilities, 41 CFR 1-12.803-10.

(WP-PCJ-0129F)