

Portland General Electric Company

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March 19, 2013

Via Electronic Filing and U.S. Mail Oregon Public Utility Commission Attention: Filing Center 550 Capitol Street NE, #215 PO Box 2148 Salem OR 97308-2148

Re: LC 48 – PGE's IRP Update – Cascade Crossing Transmission Project Update

Attention Filing Center:

Portland General Electric Company (PGE) is submitting the enclosed filing as an update to its 2009 Integrated Resource Plan (IRP).

On November 21, 2012, PGE submitted its 2012 IRP Update to its 2009 IRP. In the Update, PGE stated that its work with other utilities to coordinate transmission planning related to the Cascade Crossing Transmission Project (Cascade Crossing or Project) could significantly affect any updates that PGE would otherwise provide to the proposal set forth in its 2009 IRP. PGE explained that, at the time of filing the Update, it was contractually restricted from publicly disclosing the details being discussed with third parties. However, PGE indicated that it expected to be able to provide the Commission with an update on the Project in early 2013. This filing is intended to satisfy the commitment we made in the 2012 Update to provide an update on the Cascade Crossing proposal to the Commission in early 2013. The Update is for informational purposes only and no Commission action is requested at this time.

PGE is providing an original and five copies of the filing. This filing is simultaneously being filed electronically with the Filing Center. An extra copy of the cover letter is enclosed. Please date stamp the extra copy and return to me in the envelope provided. Thank you in advance for your assistance.

Sincerely,

V. DENISE SAUNDERS Associate General Counsel

VDS:smc Enclosures cc: LC 48 Service List (w/enclosures) Portland General Electric Company's LC 48 - 2009 Integrated Resource Plan Update on Cascade Crossing Transmission Project March 19, 2013

Background

On November 21, 2012 Portland General Electric Company (PGE) submitted its 2012 Integrated Resource Plan Update to its 2009 Integrated Resource Plan (IRP). In the Update, PGE stated that its work with other utilities to coordinate transmission planning related to the Cascade Crossing Transmission Project (Cascade Crossing or Project) could significantly affect any updates that PGE would otherwise provide to the proposal set forth in its 2009 IRP. PGE explained that at the time of filing the Update, it was contractually restricted from publicly disclosing the details being discussed with third parties. However, PGE indicated that it expected to be able to provide the Commission with an update on the Project in early 2013.

At the Commission's January 15, 2013 public meeting, the Company announced that it had entered into a Memorandum of Understanding (MOU) with the Bonneville Power Administration (BPA) with regard to the development of the Project. PGE briefly outlined potential modifications to the Project contemplated by the MOU, and indicated our intention of providing a comprehensive update on the Project as part of our 2013 IRP. This filing is intended to satisfy the commitment we made in the 2012 Update to provide an update on the Cascade Crossing proposal to the Commission in early 2013.

PGE began development of the Project in response to an order issued by the Commission in 2004 (Order No. 04-375). That Order directed PGE to work with BPA and others to develop transmission capacity over the Cascade Mountains so that additional resources would be accessible to PGE at a reasonable price. PGE began working with federal and state regulatory agencies in 2009 on the proposed Project. As initially conceived, the Project consisted of proposed transmission facilities that included a 215-mile long 500-kilovolt transmission line connecting electric generation sources east of the Cascades to the Willamette Valley. The Commission acknowledged the Project as part of PGE's 2009 IRP in November 2010 (Order No. 10-457) with the requirement that PGE provide an updated benefit-cost analysis in its next IRP.

Since 2010, PGE has worked extensively with State, Federal and Tribal agencies to develop the information and data necessary for environmental review and permitting. Contemporaneously, PGE began discussions with BPA regarding the interconnection of the Project with the BPA transmission system, the allocation of transmission capacity across a shared West of Cascades South transmission path, and the potential for PGE to utilize BPA's idle easement within that shared path. An agreement between PGE and BPA concerning interconnection, transmission capacity and related transmission issues is necessary to effectuate the Project.

As discussions ensued, it became apparent to PGE and BPA that the Project might be modified in a way that would both significantly reduce environmental impacts and benefit the regional transmission system, while still meeting the purpose and need for the Project. Those

LC 48 - PGE IRP UPDATE – CASCADE CROSSING PROJECT Page 1 discussions resulted in the execution of the MOU on January 11, 2013, confirming BPA's and PGE's mutual interest in pursuing PGE's development of a modified, more environmentally friendly, version of the Project. A copy of the MOU is included as Attachment A. The modified Project reduces the length of the proposed transmission line to approximately 120 miles, requires significantly less construction and reduces environmental impacts while continuing to meet the Project's purpose and need by providing up to 2,600 megawatts of transmission capacity to the Willamette Valley and PGE's service territory. The transmission line is now proposed to interconnect with BPA's existing transmission system west of Maupin, Oregon, thereby avoiding most impacts to the Confederated Tribes of Warm Springs Reservation and the Mt. Hood National Forest and all impacts to the Willamette National Forest, as well as private forests and agricultural lands in Marion and Linn counties. Except for a new 9-mile segment that would connect to a new substation PGE would construct near the community of Pine Grove, Oregon, the remainder of the route is the same as previously proposed and currently under review in the permitting processes. We have included as Attachment B, a map which compares the modifications discussed in the MOU with the previous route of the Project.

The MOU with BPA anticipates a combination of construction, investments and/or asset transfers that will allow PGE and a potential equity partner to meet their customers' growing energy and operational needs, enhance the region's grid and support development of wind generation projects east of the Cascades, with significantly reduced environmental impacts from the Project.

Project Status

PGE is presently amending its state Application for Site Certificate for submittal to ODOE by the end of March 2013. The Company expects to receive a Determination of Completeness within 60 to 90 days following that submittal, and for public meetings on the modified Project to be conducted by ODOE in late summer 2013. The current schedule anticipates receipt of a Final Order and Site Certificate from the Oregon Energy Facility Siting Council (EFSC) in early 2015.

In the federal review processes under the National Environmental Policy Act and other federal permitting statutes, PGE has already submitted amended applications to the United States Forest Service and the Bureau of Land Management for reduced rights-of-way across federally managed lands, to reflect the changes to the Project. With the continuing support and encouragement of the federal Interagency Rapid Response Team for Transmission, the Company expects a final Environmental Impact Statement (EIS) to be issued in late 2014 and a Record of Decision/Notice to Proceed to be issued in early 2015.

Meanwhile, PGE continues to engage BPA in discussions toward a Definitive Agreement that will enable the Company to obtain up to 2,600MW of permanent transmission capacity, in phases, with the anticipated combination of transmission facility construction, asset exchanges and other arrangements yet to be determined. The timeline for reaching such an agreement remains under discussion.

At present, PGE anticipates that construction of the Cascade Crossing transmission line from Boardman to Pine Grove, Oregon would begin in 2017 with an in-service date of mid-2019. In advance of that, PGE expects that some portion of the desired transmission capacity could be obtained as part of an overall arrangement with BPA and PGE as early as 2015-2016.

2013 IRP Filing

As noted in our comments to the Commission in January, PGE will provide an update on the Project in our forthcoming IRP due to be filed by November 2013. We are hopeful that our negotiations with BPA will have progressed to the point where we can include a cost-benefit analysis as part of the 2013 IRP filing. If an economic analysis is not available by that time, PGE will consult with the Commission about next steps for ensuring that the Commission has the opportunity to review a cost-benefit analysis and other updates on the Project. PGE continues to believe that the Cascade Crossing Transmission Project, as modified, will provide value as an integral part of PGE's long-term transmission strategy and as a direct benefit to our customers. We believe it to be a positive and unique collaboration between PGE and BPA that represents a 'one utility' approach to transmission planning in the region, and that the resulting Project will be an important component of the regional transmission system and will provide benefits to PGE's customers for decades to come.

Portland General Electric 2009 Integrated Resource Plan Update on Cascade Crossing Transmission Project

ATTACHMENT A

BPA AND PGE MEMORANDUM OF UNDERSTANDING

Contract No. 13TX-15828

MEMORANDUM OF UNDERSTANDING

by and between

BONNEVILLE POWER ADMINISTRATION

and

PORTLAND GENERAL ELECTRIC COMPANY

This MEMORANDUM OF UNDERSTANDING (<u>MOU</u>) is entered into as of this <u>Manual Manual Man</u>

RECITALS

This MOU sets forth a framework for the Parties to further explore an option for developing additional transfer capability between Boardman, Oregon and the Willamette Valley through possible transmission system expansion, exchange of assets or transfer capability, and joint implementation of non-wires solutions.

The Parties are further exploring this option as a possible alternative that could significantly reduce the environmental impact of the Cascade Crossing Transmission Project, while at the same time improve the reliability, add capacity and remove constraints on the regional transmission system. The Cascade Crossing Transmission Project was originally proposed and is being permitted as a double-circuit 500 kV transmission line that would extend from Boardman, Oregon to Salem, Oregon and is currently undergoing environmental review pursuant to the National Environmental Policy Act.

Under such an option, as described in greater detail below, PGE would make investments in and own all or a part of certain transmission facilities, and convey to BPA ownership and/or rights to use one or more of the following: assets, transfer capability, investments, or rights to direct the operation of certain PGE generation facilities. Additionally, the ownership of certain assets or transfer capability may be conveyed by PGE to BPA. As a result of such investments and conveyances, PGE would obtain ownership of up to 2,600 MW of transfer capability between Boardman, Oregon and the Willamette Valley. Thereafter, both Parties would make their respectively owned transfer capability available in a manner that is consistent with the applicable provisions of their respective Open Access Transmission Tariffs (<u>OATTs</u>) or as may be authorized by applicable regulatory bodies.

If both Parties, in their sole and absolute discretion, determine that the option set forth below is both operationally acceptable and commercially desirable, they would complete appropriate environmental review as required by applicable law. Additionally, the Parties would prepare one or more proposed agreements (the Agreement) for public review and

comment and, subject to such review and comment and any other appropriate review process, the Parties would enter into such agreement(s). Such agreement(s) would lay out a plan for how the Parties would further develop the option described below, as it may be modified pursuant to further review, study and analysis by the Parties.

1. TERM

This MOU shall be effective on the date of execution by the Parties. The MOU shall terminate on the earlier of: 1) execution of the Agreement by the Parties, or 2) December 31, 2014; provided, however, that any Party may withdraw from this MOU at any time, for any reason whatsoever or for no reason, after giving the other Party ninety (90) days' notice of its intent to do so.

2. GENERAL PRINCIPLES; SCHEDULE

The provisions of the Agreement, should the Parties decide to enter into it, will be consistent with the general principles described in Appendix A.

Within the next 120 days, the Parties will jointly develop and define a project timeline and plan that lays out the key components and milestones that are required to assist the Parties in completing the necessary studies and analyses, evaluating the merits of the option described below and ultimately reaching final decisions.

3. NO FINAL DECISION

Nothing in this MOU constitutes a final decision by either Party regarding the terms and conditions of the Agreement. No such Agreement will be entered into by BPA until such time as any appropriate public review and comment, and any other appropriate processes, have been conducted.

As a Federal agency, BPA has certain obligations and responsibilities under the National Environmental Policy Act (NEPA) and other Federal laws (collectively the NEPA review process) that it must fulfill before it can make a final decision concerning whether to participate in implementation of the option described in Sections 4 and 5. Nothing in this MOU shall be construed as obligating or committing BPA to make a final decision concerning this option before a NEPA review process has been completed. In addition, BPA reserves the right to determine the appropriate NEPA and other environmental compliance strategies for its role in this option, and to choose any alternatives considered in the NEPA process, including the no-action alternative.

4. TRANSMISSION SYSTEM EXPANSION

The Parties will further develop and complete necessary studies and analyses of the transmission system expansion described below to increase transfer capability between Boardman, Oregon and the Willamette Valley. If the Parties conclude that such transmission system expansion is both commercially desirable and operationally acceptable, then, in addition to the description of rights and responsibilities below, the Parties will negotiate detailed rights and responsibilities associated with each element of the transmission system expansion as part of the Agreement or other agreement that may be negotiated between the Parties. Pending the outcome of such studies and analysis, the Parties expect that PGE may

obtain and own up to 1,400 MW of additional transfer capability between Boardman, Oregon and the Willamette Valley. Studies will be completed on the following elements:

- (a) Knight Series Capacitors: Series capacitor banks would be installed at BPA's Knight Substation on BPA's Knight-Ostrander 500 kV and Knight-Wautoma 500 kV lines (Knight Series Capacitors) to increase the usable transfer capability of existing lines. PGE would own the Knight Series Capacitors and would pay for the Knight Series Capacitors' permitting (permitting) here and throughout this MOU includes any and all analysis BPA undertakes relative to the National Environmental Policy Act, the Clean Water Act, Endangered Species Act, the National Historic Preservation Act, and any other applicable environmental or cultural resource laws regarding the proposal), procurement and installation. BPA would operate and maintain the Knight Capacitors at PGE's expense. BPA would own, operate, and maintain the remainder of the Knight Substation at BPA's expense.
- (b) *Pine Grove Substation:* PGE would construct a new Pine Grove Substation which would be the western terminus of this new single circuit 500 kV option proposed for the eastern portion of Cascade Crossing Transmission Project (see below). The Pine Grove Substation and the eastern portion of the Cascade Crossing Transmission Project would increase the amount of usable transfer capability available from Boardman, Oregon to the Willamette Valley. BPA's John Day-Marion 500 kV, Ashe-Marion 500 kV and Buckley-Marion 500 kV lines would be looped into Pine Grove Substation. Series capacitors would also be installed on BPA's John Day-Pine Grove 500 kV, Ashe-Pine Grove 500 kV and Pine Grove-Marion Nos. 1, 2 and 3 lines. PGE would own Pine Grove Substation, including the series capacitors, and pay for the permitting, development and construction of the Pine Grove Substation and the series capacitors. PGE would also construct Pine Grove Substation in accordance with specifications provided by BPA and good utility practice. BPA would cooperate with PGE's development and permitting by providing information relating to the connection of BPA's transmission lines, noted above, to Pine Grove Substation. BPA would operate and maintain Pine Grove Substation at PGE's cost.
- (c) East Portion of Cascade Crossing Transmission Project (Coyote Springs-Grassland-Pine Grove) Line: At PGE's expense, PGE would permit, develop, and construct the Coyote Springs-Grassland-Pine Grove Line (the eastern portion of the Cascade Crossing Transmission Project), which would be a 500 kV transmission line from Coyote Springs Substation to PGE's new Grassland Substation and then to the new Pine Grove Substation. PGE would own and maintain the new transmission line from Coyote Springs – Grassland-Pine Grove. BPA would cooperate with PGE's development and permitting by providing information relating to the connection of BPA's transmission facilities to the new transmission line.

- (d) *Grassland Substation*: Grassland Substation would be the central terminus of the single circuit 500 kV Coyote Springs-Grassland-Pine Grove Line. PGE would own the Grassland Substation and pay for the permitting, development and construction of the Grassland Substation.
- (e) Longhorn Substation: If BPA subsequently chooses to develop and construct the Longhorn Substation, PGE would have the option to construct its transmission line to the Longhorn Substation and own one bay, provided it is willing to pay all costs associated with the 500 kV bay at the Longhorn Substation. BPA would cooperate with PGE's development and permitting by providing information relating to the connection of PGE's transmission line to BPA's Longhorn Substation.
- (f) Transmission Expansion in the Portland and Salem Area: The Parties would develop and complete necessary studies of transmission system expansion that may be required to support additional transfer capability from Boardman, Oregon to PGE's service territory. Any such reinforcements would be made at PGE's expense and may include one or more of the following: constructing a new Blue Lake-Gresham 230 kV line, reconductoring its Murray Hill-St. Mary 230 kV line, re-terminating and reconductoring its McLoughlin-Pearl-Sherwood 230 kV line, separating its Pearl-Sherwood 230 kV lines into new breaker positions that would be placed into service as separated lines, separating the BPA Pearl-Marion and BPA Pearl-Ostrander 500 kV lines, installing a suitably sized shunt capacitor group at BPA's Allston 500 kV Substation, developing the BPA Sifton 230 kV yard or implementing a remedial action scheme-initiated generation trip at Bonneville generation project, expanding PGE's McLoughlin 230 kV Substation, upgrading the BPA Santiam-Chemawa 230 kV line to a higher current rating, and constructing a new Bethel-Salem 230 kV line. Ownership, operation, and maintenance of any such transmission reinforcements would be subject to further negotiations between the Parties.

5. EXCHANGE

The Parties will further explore the possibility of an exchange whereby PGE would obtain, from BPA, ownership of additional transfer capability of up to 600 MW between Boardman, Oregon and the Willamette Valley, and BPA would obtain from PGE ownership and/or rights to use one or more of the following assets, transfer capability, investments, or rights to direct the operation of certain PGE generation facilities to be selected by the Parties:

- (a) North to South transfer capability on the California-Oregon Intertie;
- (b) Transfer capability to serve BPA preference customers that are currently served by PGE's transmission system;
- (c) Grizzly-Round Butte 500 kV Line and 500/230 transformer;

- (d) Round Butte-Redmond 230 kV Line;
- (e) Carlton-Sherwood 230 kV Line;
- (f) Circuit breakers for BPA's Pearl Substation;
- (g) The addition of PGE's Port Westward Plant to BPA's remedial action scheme;
- (h) PGE taking certain actions with its Beaver Generating Plant and its distributed standby generation in the Portland area that would alleviate transmission congestion under specific contingencies and/or conditions specified in the Agreement,
- (i) Copies and the right to utilize any survey, study and inspection data and results that PGE is authorized or permitted to share, pertaining to PGE's proposed and alternative transmission routes from the vicinity of the proposed Pine Grove Substation to the Salem area, including but not limited to: land surveys, engineering studies, environmental and cultural inspections and surveys, together with any geotechnical soil testing results; and,
- (j) Other transmission facilities or investments to be identified by the Parties.

6. POTENTIAL ADDITIONAL PROJECT

The Parties will work together to determine the feasibility of additional transmission projects where PGE may obtain up to 600 MW of additional capacity between the Boardman, Oregon area and the Willamette Valley. If the Parties identify such additional transmission projects where PGE may participate, the Parties will further explore such participation in accordance with the principles established in Appendix A.

7. ADDITIONAL VALUE

As the Parties continue their evaluation of the transmission system expansion elements found in Section 4 and the exchange elements addressed in Section 5, they will also continue to assess the value provided by each Party to ensure that it is fair and equitable for both. In particular, both Parties acknowledge that as part of the potential expansion and exchange, PGE would also: 1) exchange additional transmission assets, transfer capability and/or provide other operational flexibilities to BPA, some of which may be described in Section 5(a-j) that BPA would find beneficial, and/or 2) make a monetary payment to BPA for use of BPA pre-existing transmission system (i.e. latent capacity and other impacts across BPA flowgates); in each case to the extent BPA is not otherwise sufficiently compensated by PGE.

8. NON-BINDING NATURE OF MOU

This MOU is not a binding and enforceable contract but is intended to serve as a basis for further discussion, study, analysis, and negotiations between the Parties with respect to the potential Agreement. In the course of this analysis and negotiation, PGE and BPA may determine that improvements can be made or substituted for the elements of this MOU. This MOU does not constitute an offer, agreement or commitment and does not contain all matters to be reflected in the Agreement or any other agreement the Parties may enter into.

9. LIMITATION OF LIABILITY

Each of the Parties acknowledges and agrees that the other Party shall not be liable to it for any claim, loss, cost, liability, damage or expense, including any direct damage or any special, indirect, exemplary, punitive, incidental or consequential loss or damage (including any loss of revenue, income, profits or investment opportunities or claims of third party customers), arising out of or directly or indirectly related to the other Party's performance or nonperformance under this MOU. The rights and obligations under this Section 9 shall survive the expiration and termination of this MOU if an Agreement is not entered into, but shall otherwise be superseded by the provisions of the Agreement.

10. CAPACITY EXPANSION OR SERVICE ALTERNATIVES

Both Parties acknowledge that it is always possible that they would not reach agreement on the transmission system expansion contemplated in Section 4 and the exchange contemplated in Section 5 or that environmental review or permitting issues could preclude some or all of the components contemplated from being implemented. PGE, at its own discretion, is choosing to focus on permitting its Project from Boardman to the Pine Grove Substation and will suspend permitting the previously proposed section west of the Maupin area. Both Parties acknowledge that PGE has the option to resume its focus and permitting activities on the originally proposed 215 mile double-circuit Cascade Crossing Transmission Project or to continue receiving transmission service under BPA's OATT and, to the extent PGE may deem appropriate, request additional service from BPA under the OATT.

11. GENERAL PROVISIONS

- (a) If transmission studies or other analyses performed by the Parties demonstrate that the transmission system expansion or investments described above do not provide the benefits that were expected by the Parties, then the Parties will cooperate in good faith to identify alternative transmission system expansion or other alternatives that would provide substantially similar benefits as the benefits currently expected from the transmission facilities described herein at a comparable cost.
- (b) This MOU may not be amended except in writing signed by both Parties.

- (c) This MOU is for the sole and exclusive benefit of the Parties and shall not create a contractual relationship with, or cause of action in favor of, any third party.
- (d) Neither Party shall have the right to assign its interest in this MOU without the prior written consent of the other Party, which consent may be withheld by the other Party in its sole and absolute discretion.
- (e) Nothing contained in this MOU shall be construed as creating a corporation, company, partnership, association, joint venture or other entity, nor shall anything contained in this MOU be construed as creating or requiring any fiduciary relationship between the Parties. No Party shall be responsible hereunder for the acts or omissions of the other Party. Nothing herein shall preclude a Party from taking any action (or having its affiliates take any action) with respect to any other transmission facility or investment, including any such project that may compete with any transmission facility or investment identified in this MOU.
- (f) Each Party acknowledges and agrees that the other Party's decision to proceed with an Agreement is within such Party's sole and absolute discretion.
- (g) This MOU shall not be deemed to establish any right or provide a basis, either legal or equitable, by any person or class of persons against the United States, its departments, agencies, instrumentalities or entities, or its officers or employees; or against PGE or its board of directors, employees, or agents.
- (h) Nothing in this MOU will be construed as limiting or affecting in any way the authority or responsibility of the Parties to perform within their authorities, and nothing in this MOU shall be construed as committing the Parties to take any action concerning the items identified in this MOU before they have made provisions for compliance or actually complied with all applicable statutes and regulations.

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IN WITNESS WHEREOF, each of the Parties has caused this MOU to be executed by its authorized representative on the day and year first above written.

PORTLAND GENERAL ELECTRIC COMPANY

Name: Bill Nicholson Title: Senior Vice President Customer Service, Transmission and Distribution

BONNEVILLE POWER ADMINISTRATION

By:

By: Name: Larry Bekkedahl Title: Senior Vice President for Transmission Services

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13TX-15828, Portland General Electric Company Memorandum of Understanding

APPENDIX A

GENERAL PRINCIPLES FOR FURTHER DEVELOPMENT OF AN OPTION FOR DEVELOPING ADDITIONAL TRANSFER CAPABILITY

- 1. The Agreement must be good for the Northwest as a whole; the goal is to strengthen the integrity of the transmission grid - removing constraints, adding capacity, and improving reliability for the next 60 + years and maintaining good environmental stewardship. PGE and BPA are interested in providing diversity to the existing transmission ownership model:
 - Leveraging the opportunity to achieve together what neither could accomplish independently.
 - Leveraging ownership and capital financing opportunities.
- 2. The Agreement must be good for BPA customers as a whole and PGE customers as a whole:
 - There shall be no cost shifting without associated benefits.
 - Changes to revenue streams need early notice and adequate ability to manage impacts.
- 3. BPA and PGE are committed to cost effective, reliable integration of wind. BPA and PGE are committed to satisfying the regulatory obligations of providing energy for customer and network load consistent with the Renewable Energy Standard.
- 4. BPA and PGE will respectively own their newly acquired transfer capability, which will be derived from the transmission system investments and conveyances to be made by the Parties in accordance with the Agreement, in a manner that is consistent with the applicable provisions of their respective OATTs, or as may be authorized by applicable regulatory bodies.
- 5. BPA and PGE are committed to demonstrate a collaborative decision making process to enhance the regional transmission capabilities. Any disputes unable to be resolved by the respective working teams will be elevated to each Party's executives for resolution.

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General Principles for Further Development of an Option for Developing Additional Transfer Capability

Portland General Electric 2009 Integrated Resource Plan Update on Cascade Crossing Transmission Project

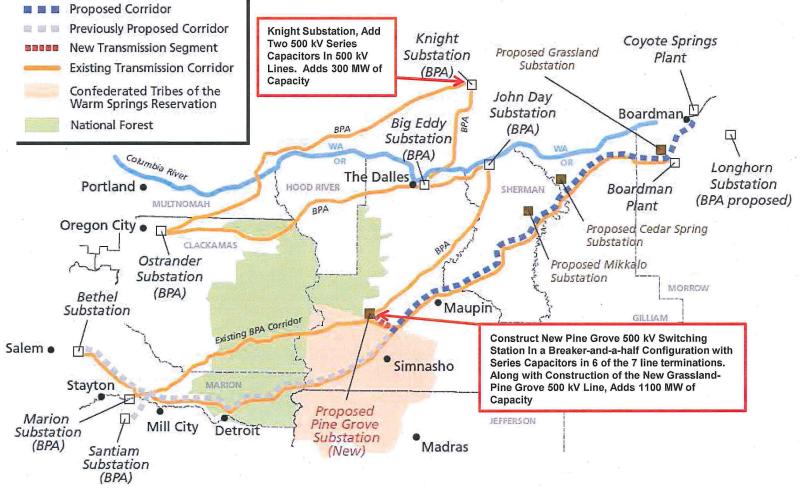
ATTACHMENT B

CASCADE CROSSING TRANSMISSION SYSTEM

PGE LC 48 / IRP Update / Cascade Crossing Attachment B Page 1

Cascade Crossing Transmission Project

Transmission System Expansion Under Sec. 4 of PGE/BPA January 11 MOU*



* Map shows proposed system expansion plan for 1400 MW of up to 2600 MW of transmission capacity covered by the MOU. Negotiations between PGE and BPA are ongoing concerning the additional capacity described in Sections 5 and 6 of the MOU.



CERTIFICATE OF SERVICE

I hereby certify that I have this day caused **PORTLAND GENERAL ELECTRIC COMPANY'S ("PGE") 2012 INTEGRATED RESOURCE PLAN ("IRP") UPDATE – CASCADE CROSSING TRANSMISSION PROJECT** to be served by electronic mail to those parties whose email addresses appear on the attached service list in Docket No. LC 48.

Dated at Portland, Oregon, this 19th day of March, 2013.

pr

Sheila Cox Regulatory Legal Assistant PORTLAND GENERAL ELECTRIC COMPANY 121 SW Salmon Street, 1WTC1301 Portland, Oregon 97204 (503) 464-8583 (telephone) (503) 464-2200 (telecopier) sheila.cox@pgn.com

SERVICE LIST OPUC DOCKET # LC 48 3/19/13

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