



Portland General Electric Company

Legal Department
121 SW Salmon Street • Portland, Oregon 97204
(541) 752-9060 • Facsimile (503) 464-2200

V. Denise Saunders

Assistant General Counsel

May 2, 2008

FILED ELECTRONICALLY

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

**Re: Portland General Electric Company, Docket No. OA07-40-
Errata to April 10, 2008, Compliance Filing**

Dear Secretary Bose:

On April 10, 2008, Portland General Electric Company ("PGE") filed, pursuant to the March 11, 2008 order ("March 11 Order") of the Federal Energy Regulatory Commission ("FERC" or "Commission") in the above-referenced proceeding,¹ and 18 C.F.R. Part 35 (2007), a compliance filing and corresponding substitute Open Access Transmission Tariff ("OATT" or "Tariff") sheets. PGE requested an effective date of July 13, 2007 for those substitute Tariff sheets, consistent with the Commission's March 11 Order.

It has come to PGE's attention that certain tariff sheets² contain inadvertent typographical errors regarding the effective date of the tariff sheets (July 13, 2008, rather than July 13, 2007). As such, PGE hereby submits this errata filing, consisting of this errata letter, along with clean and black-lined versions of the tariff sheets as revised to reflect these changes. PGE requests that these revised tariff sheets be considered in place of those submitted on April 10, 2008, in this matter.

Please let me know if you have any questions about this or any related matter.

¹ *Portland General Electric Company*, 122 FERC ¶ 61,226 (2008).

² These tariff sheets include Substitute First Revised Sheet Nos. 214 and 215, and Substitute Original Sheet No. 215A.

Respectfully Submitted,

/s/ V. Denise Saunders
V. Denise Saunders
Assistant General Counsel
Telephone: (541) 752-9060
Facsimile: (503) 464-2200
Email: denise.saunders@pgn.com

Enclosures

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of May, 2008, I caused the foregoing filing to be submitted to the Honorable Kimberly D. Bose, Secretary for the Federal Energy Regulatory Commission, and served upon each person designated on the official service list compiled by the Secretary in Docket Nos. OA07-40-000 and OA07-40-002 via e-Service.

/s/ Rob Potter

Rob Potter

FERC Analyst

Portland General Electric Company

Telephone: (503) 464-8784

Email: rob.potter@pgn.com

Portland General Electric Company

Black-lined Tariff Sheets

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- Litigation and contingencies.
 - Payment history with Transmission Provider, including default under any payment obligations, if applicable.
 - Transmission Customer's ownership structure.
 - Length of time Transmission Customer has been in business.
 - Publicly available information concerning Transmission Customer, e.g. press releases, annual reports, etc.
 - The Transmission Customer or its guarantor is a federal government agency and i) its financial obligations under the Tariff are backed by the full faith and credit of the United States, and/or ii) has the ability to raise rates to cover outstanding obligations.

C. Credit Limits

(1) Unsecured Credit Limits. Unsecured credit limits will be determined by the Transmission Provider on a case by case basis upon consideration of the credit score and qualitative factors as discussed in Section 3B of these Procedures.

(2) Acceptable Credit Limits.

- An Acceptable Credit Limit exists when the unsecured credit limit is greater than or equal to the Maximum Exposure. Maximum Exposure is defined as the dollar value of up to the maximum monthly anticipated charge for services provided under the OATT multiplied by a factor of six (6).
- The Transmission Provider reserves the right to adjust the Maximum Exposure, and the amount of security required, if a Transmission Customer's actual maximum monthly charges significantly deviate from the Transmission Customer's maximum monthly anticipated charges.
- Transmission Customers who qualify for an Acceptable Credit Limit will not be required to supply any security.

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- D. **Initial Requirement to Post Security.** Transmission Customers who do not qualify for an Acceptable Credit Limit, are below investment grade or do not have audited financial statements will be required to post security. The Transmission Provider will notify such customers by email of the requirement to post security. Upon request by the Transmission Customer, the Transmission Provider will provide the Transmission Customer with a written explanation of how the Transmission Customer applied this credit evaluation to the Transmission Customer.
- E. **Right to Contest Initial Determination of Credit Limits or Security Requirements.** The Transmission Customer may contest the initial determination of credit limits or security requirements by submitting a written explanation of its reasons for challenging the credit levels or security requirements to the Transmission Provider. Within ten (10) Working Days of receiving Transmission Customer's written explanation, the Transmission Provider will review and provide a written response to the Transmission Customer's written explanation. Transmission Customers requesting new transmission service must post any required security no less than ten (10) Working Days prior to the commencement of service.
- F. **Reevaluation of Credit Risk.** The Transmission Provider will reevaluate each Transmission Customer's credit risk on an annual basis, or as needed, and may adjust a Transmission Customer's credit limits and corresponding security requirements based on such reevaluation. In conducting the reevaluation, the Transmission Provider will consider the factors identified in Section 3B of these Procedures. As part of its reevaluation, the Transmission Provider may require a Transmission Customer to provide updated financial information. The Transmission Provider will notify the Transmission Customer by email of a change in credit limits or security requirements and provide a written explanation of any such changes. Within five (5) Working Days from receipt of a notice

of change in credit or security requirements, the Transmission Customer must either post the additional security required by the Transmission Provider or otherwise cure a non-creditworthy determination. The Transmission Customer may also contest the Transmission Provider's determination of credit levels or security requirement pursuant to Subsection G below.

- G. Right to Contest Reevaluation. The Transmission Customer may contest the reevaluation of credit levels or security requirements by submitting a written explanation of its reasons for challenging the credit levels or security requirements to the Transmission Provider. The written explanation is due within five (5) days from receipt of a notice of change in credit or security requirements. Within five (5) Working Days of receiving Transmission Customer's written explanation, the Transmission Provider will review and provide a written response to the Transmission Customer's written explanation. A determination of credit limits or requirement to post additional security will remain in effect during the period of contest and will be a condition of service under the applicable Service Agreement.

4. Acceptable Forms of Security:

Transmission Provider will accept the following forms of security:

- A. Cash - A cash deposit in the amount of the requested security may be posted. Interest will accrue on the deposit in accordance with the methodology set forth in FERC regulations at 18 CFR § 35.19a(a)(2)(iii). The Transmission Provider will return the deposit with interest, to the customer at such time as the security is no longer required either due to a change in the Transmission Customer's credit score or the termination or expiration of the Service Agreement.

Portland General Electric Company

Revised Tariff Sheets

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- Litigation and contingencies.
 - Payment history with Transmission Provider, including default under any payment obligations, if applicable.
 - Transmission Customer's ownership structure.
 - Length of time Transmission Customer has been in business.
 - Publicly available information concerning Transmission Customer, e.g. press releases, annual reports, etc.
 - The Transmission Customer or its guarantor is a federal government agency and i) its financial obligations under the Tariff are backed by the full faith and credit of the United States, and/or ii) has the ability to raise rates to cover outstanding obligations.

C. Credit Limits

(1) Unsecured Credit Limits. Unsecured credit limits will be determined by the Transmission Provider on a case by case basis upon consideration of the credit score and qualitative factors as discussed in Section 3B of these Procedures.

(2) Acceptable Credit Limits.

- An Acceptable Credit Limit exists when the unsecured credit limit is greater than or equal to the Maximum Exposure. Maximum Exposure is defined as the dollar value of up to the maximum monthly anticipated charge for services provided under the OATT multiplied by a factor of six (6).
- The Transmission Provider reserves the right to adjust the Maximum Exposure, and the amount of security required, if a Transmission Customer's actual maximum monthly charges significantly deviate from the Transmission Customer's maximum monthly anticipated charges.
- Transmission Customers who qualify for an Acceptable Credit Limit will not be required to supply any security.

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Document Content(s)

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