



August 12, 2005

**VIA ELECTRONIC FILING**

Oregon Public Utility Commission  
550 Capitol Street NE, Ste 215  
Salem, OR 97301-2551

Attention: Vikie Bailey-Goggins, Administrator  
Regulatory and Technical Support

RE: **Advice No. 05-011, Compliance Filing**  
Amendment to UM-1129 Compliance Filing, Advice No. 05-006

Enclosed for electronic filing by PacifiCorp dba, Pacific Power & Light Company ("PacifiCorp" or "the Company") is a compliance filing containing an original and five (5) copies of the following:

Replacement index page and page 22 of PPA for Existing QFs (appended to Schedule 37)  
Replacement index page and page 23 of PPA for New QFs (appended to Schedule 37)

This filing is made to insert an additional clause in the Standard Contracts filed in Advice No. 05-06, PacifiCorp's compliance filing to Order No. 05-584. OPUC Order No. 05-899 provides the text to insert while the investigation is ongoing. The Commission approved language is added to page 23 of the contract for new QFs and to page 22 of the contract for existing QFs. The company respectfully requests an effective date of August 12, 2005.

It is respectfully requested that all formal correspondence and staff requests regarding this matter be addressed to:

By E-mail (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com).

By Fax: (503) 813-6060

By regular mail: Data Request Response Center  
PacifiCorp  
825 NE Multnomah, Suite 800  
Portland, OR 97232

With copies to:

PacifiCorp  
August 12, 2005  
Advice 05-011  
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James F. Fell  
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[jfell@stoel.com](mailto:jfell@stoel.com)

Informal inquiries may be directed to Laura Beane, Regulatory Manager at (503) 813-5542.

Sincerely yours,

A handwritten signature in cursive script that reads "D Douglas Larson". To the right of the signature, there are initials "AB" also written in cursive.

D Douglas Larson  
Vice President, Regulation

Attachments

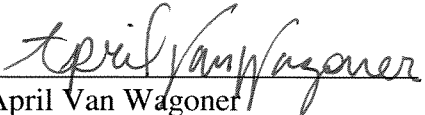
cc: UM 1129 Service List

## CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of August, 2005, I caused to be served, via US Mail or email to those with an email address, a true and correct copy of PacifiCorp's filing in Docket No. UM-1129.

<p>R THOMAS BEACH -- <b>CONFIDENTIAL</b>  CROSSBORDER ENERGY  2560 NINTH ST, STE 316  BERKELEY CA 94710  tomb@crossborderenergy.com</p>	<p>JIM FELL  STOEL RIVES  900 SW FIFTH AVENUE, SUITE 2600  PORTLAND OR 97204  jrboose@stoel.com</p>
<p>JACK BREEN  PUBLIC UTILITY COMMISSION  PO BOX 2148  SALEM OR 97308-2148  jack.breen@state.or.us</p>	<p>BRIAN COLE  SYMBIOTICS, LLC  PO BOX 1088  BAKER CITY OR 97814  bc@orbisgroup.org</p>
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<p>CAREL DE WINKEL  OREGON DEPARTMENT OF ENERGY  625 MARION STREET NE  SALEM OR 97301  carel.dewinkel@state.or.us</p>	<p>CRAIG DEHART  MIDDLEFORK IRRIGATION DISTRICT  PO BOX 291  PARKDALE OR 97041  mfidcraig@hoodriverelectric.net</p>
<p>ELIZABETH DICKSON  HURLEY, LYNCH &amp; RE, PC  747 SW MILL VIEW WAY  BEND OR 97702  eadickson@hlr-law.com</p>	<p>J RICHARD GEORGE -- <b>CONFIDENTIAL</b>  PORTLAND GENERAL ELECTRIC COMPANY  121 SW SALMON ST  PORTLAND OR 97204  richard.george@pgn.com</p>
<p>THOMAS M GRIM  CABLE HUSTON BENEDICT ET AL  1001 SW FIFTH AVE STE 2000  PORTLAND OR 97204-1136  tgrim@chbh.com</p>	<p>DAVID HAWK  J R SIMPLOT COMPANY  PO BOX 27  BOISE ID 83707  david.hawk@simplot.com</p>
<p>STEVEN C JOHNSON  CENTRAL OREGON IRRIGATION DISTRICT  2598 NORTH HIGHWAY 97  REDMOND OR 97756  stevej@coid.org</p>	<p>BARTON L KLINE  IDAHO POWER COMPANY  PO BOX 70  BOISE ID 83707-0070  bkline@idahopower.com</p>
<p>DOUG KUNS -- <b>CONFIDENTIAL</b>  PORTLAND GENERAL ELECTRIC  121 SW SALMON ST  1WTCO702  PORTLAND OR 97204  doug.kuns@pgn.com</p>	<p>ALAN MEYER -- <b>CONFIDENTIAL</b>  WEYERHAEUSER COMPANY  698 12TH STREET, SUITE 220  SALEM OR 97301-4010  alan.meyer@weyerhaeuser.com</p>
<p>MONICA B MOEN  IDAHO POWER COMPANY  PO BOX 70  BOISE ID 83707-0070  mmoen@idahopower.com</p>	<p>JANET L PREWITT  DEPARTMENT OF JUSTICE  1162 COURT ST NE  SALEM OR 97301-4096  janet.prewitt@doj.state.or.us</p>
<p>PETER J RICHARDSON  RICHARDSON &amp; O'LEARY  PO BOX 7218  BOISE ID 83707  peter@richardsonandoleary.com</p>	<p>IRION SANGER -- <b>CONFIDENTIAL</b>  DAVISON VAN CLEVE  333 SW TAYLOR, STE 400  PORTLAND OR 97204  ias@dvclaw.com</p>

<p>DONALD W SCHOENBECK -- <b>CONFIDENTIAL</b>  REGULATORY &amp; COGENERATION SERVICES INC  900 WASHINGTON ST STE 780  VANCOUVER WA 98660-3455  dws@r-c-s-inc.com</p>	<p>MARK TALLMAN  PACIFICORP  825 MULTNOMAH STE 800  PORTLAND OR 97232-2153  mark.tallman@pacificorp.com</p>
<p>S BRADLEY VAN CLEVE -- <b>CONFIDENTIAL</b>  DAVISON VAN CLEVE PC  333 SW TAYLOR, STE 400  PORTLAND OR 97204  mail@dvclaw.com</p>	<p>MICHAEL T WEIRICH -- <b>CONFIDENTIAL</b>  DEPARTMENT OF JUSTICE  REGULATED UTILITY &amp; BUSINESS SECTION  1162 COURT ST NE  SALEM OR 97301-4096  michael.weirich@state.or.us</p>
<p>LINDA K WILLIAMS  KAFOURY &amp; MCDUGAL  10266 SW LANCASTER RD  PORTLAND OR 97219-6305  linda@lindawilliams.net</p>	<p>PAUL WOODIN  WESTERN WIND POWER  282 LARGENT LN  GOLDENDALE WA 98620  pwoodin@gorge.net</p>
<p>LAURA BEANE  PACIFIC POWER &amp; LIGHT  825 NE MULTNOMAH STE 800  PORTLAND OR 97232  paul.wrigley@pacificorp.com</p>	

  
April Van Wagoner  
Regulatory Operations Coordinator

**POWER PURCHASE AGREEMENT**

**BETWEEN**

**[an existing Qualifying Facility with 10MW Design Capacity, or Less]**

**AND**

**PACIFICORP**

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23.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 23.

**SECTION 24: COMMISSION INVESTIGATION**

The Seller and PacifiCorp acknowledge that the rates, terms and conditions specified in this Agreement and the related tariffs are being investigated by the Oregon Public Utility Commission. Upon a decision by the Oregon Public Utility Commission in the investigation, PacifiCorp will notify the Seller within ten calendar days. If the rates resulting from the investigation are higher than the rates in effect during the initial period, PacifiCorp, pursuant to the investigation, may be required to refund, with interest, the difference to the Seller. The Seller shall have thirty calendar days from the effective date of the revised standard contract and tariffs complying with the Commission's order to amend this Agreement if the Seller so chooses to adopt the revised standard contract and/or the revised rates, terms and conditions in the tariff approved by the Oregon Public Utility Commission as a result of the investigation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the date first above written.

PacifiCorp

Seller

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**POWER PURCHASE AGREEMENT**

**BETWEEN**

**[a Qualifying Facility with 10MW Design Capacity, or Less]**

**AND**

**PACIFICORP**

Section 1: Definitions .....2  
Section 2: Term; Commercial Operation Date.....6  
Section 3: Representations and Warranties.....6  
Section 4: Delivery of Power.....9  
Section 5: Purchase Prices.....9  
Section 6: Operation and Control .....10  
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PacifiCorp

Seller

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_