



900 S.W. Fifth Avenue, Suite 2600
Portland, Oregon 97204
main 503.224.3380
fax 503.220.2480
www.stoel.com

May 6, 2005

SARAH J. ADAMS LIEN
Direct (503) 294-9896
sjadamslien@stoel.com

VIA ELECTRONIC FILING

PUC Filing Center
Public Utility Commission of Oregon
PO Box 2148
Salem, OR 97308-2148

**Re: Stipulation Regarding Partial Requirements and Economic
Replacement Power Tariffs
Docket UE 170**

Enclosed for filing is a Stipulation among PacifiCorp, Staff, the Oregon Department of Energy and ICNU in this docket. This Stipulation is entered into for the purpose of resolving modifications to PacifiCorp's tariff schedules for partial requirements consumers, proposing adoption of a new tariff schedule for partial requirements consumers, and proposing adoption of new tariff schedules that would provide partial requirements consumers with the opportunity to purchase economic replacement power. This Stipulation does not address PacifiCorp's revenue requirement.

PacifiCorp has filed the Stipulation with facsimile signature pages. Within thirty days, PacifiCorp will file original signature pages, along with Joint Testimony in support of the Stipulation.

A copy of this filing was served on all parties to this proceeding as indicated on the attached service list.

Very truly yours,

A handwritten signature in black ink, appearing to be "SJL", written over a horizontal line.

Sarah J. Adams Lien

SJL:knp
Enclosure
cc: Service List

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UE 170

In the Matter of PACIFIC POWER &
LIGHT (d/b/a PacifiCorp) Request for a
General Rate Increase in the Company's
Oregon Annual Revenues

**STIPULATION REGARDING PARTIAL
REQUIREMENTS AND
ECONOMIC REPLACEMENT POWER
TARIFFS**

This Stipulation is entered into for the purpose of resolving modifications to PacifiCorp's tariff schedules for standby electric service for consumers that supply all or some portion of their load by self-generation on a regular basis ("partial requirements consumers"), to propose adoption of a new tariff schedule for partial requirements consumers and to propose adoption of new tariff schedules that would provide partial requirements consumers with the opportunity to purchase energy from the Company or an Electricity Service Supplier ("ESS") to replace some or all of the consumer's on-site generation when the consumer deems it is more economically beneficial than self-generation ("economic replacement power").

This Stipulation describes the settlement and includes proposed partial requirements and economic replacement power tariff schedules for which the Parties are seeking approval by the Commission. This Stipulation represents a settlement of all issues with respect to the proposed tariff schedules except the issues described in Paragraph 7 below.

PARTIES

1. The initial parties to this Stipulation are PacifiCorp (or the "Company"), the Staff of the Public Utility Commission of Oregon ("Staff"), the Industrial Customers of Northwest Utilities ("ICNU"), and the Oregon Department of Energy ("ODOE") (together "the Parties").

This Stipulation will be made available to the other parties to this docket, who may participate by signing and filing a copy of this Stipulation.

BACKGROUND

2. On November 12, 2004, PacifiCorp filed revised tariff schedules applicable to its electric service in Oregon. PacifiCorp's filing included revised Schedules 47 and 747 and new Schedule 247. These schedules provide for standby electric service from the Company (Schedules 47 and 247) or an ESS (Schedule 747) to large nonresidential consumers that supply all or some portion of their load by self-generation on a regular basis, where the Consumer's self-generation has a total nameplate rating of 1,000 kW or greater and where standby electric service is required for 1,000 kW or greater.

3. Since the November 12, 2004 filing, at Staff's request, PacifiCorp also circulated to the parties to this proceeding draft schedules that provide for economic replacement power service from the Company (Schedules 76R and 276R) or an ESS (Schedule 776R) to partial requirements consumers.

4. Workshops on the proposed partial requirements and economic replacement power services commenced on January 20, 2005. Subsequently, workshop participants determined that settlement of all or some of the issues related to partial requirements and economic replacement power services could be achieved. Settlement conferences commenced on March 15, 2005. The settlement conferences were open to all parties to this proceeding.

5. As a result of the settlement conferences, the Parties have reached agreement on the matters set forth below. This Stipulation does not address PacifiCorp's revenue requirement.

The Parties submit this Stipulation to the Commission and request that the Commission approve the settlement as presented.

AGREEMENT

6. Except as described in Paragraph 7 below, the Parties agree that it is fair, just and reasonable for PacifiCorp to adopt the proposed Schedules 47, 247, 747, 76R, 276R, and 776R (collectively, the “Schedules”) attached hereto as Exhibits A through F. The Parties agree that the revisions to the existing partial requirements tariffs (Schedules 47 and 747) and proposed partial requirements tariff (Schedule 247) embodied in Exhibits A through C allow the tariffs to more closely reflect the cost of providing standby electric service to partial requirements consumers, which are consumers that supply all or some portion of their load by self-generation on a regular basis. The Parties also agree that the proposed economic replacement power tariffs (Schedules 76R, 276R, and 776R) will provide partial requirements consumers with the opportunity to purchase energy from the Company or an ESS to replace some or all of the consumer’s on-site generation when the consumer deems it is more economically beneficial than self-generation. Existing Schedule 47 partial requirements customers will be required to enter into new partial requirements service agreements to conform with the Schedules as approved by the Commission. Line extension agreements will be unaffected by the new partial requirements service agreements.

7. With the limited exceptions described in this Paragraph, the Company agrees to sponsor, and the Parties agree to support, all revisions and proposals embodied in the Schedules. The Parties agree that this Stipulation resolves all issues related to the Schedules except as follows:

a. The proposed Schedule 247 (Exhibit B) states that PowerDex Hourly is the market index that will be used to determine unscheduled energy charges. All Parties except ICNU agree to support the use of PowerDex Hourly as the market index for this purpose. Although ICNU does not agree to join in or provide testimony supporting the use of PowerDex Hourly as the market index for this purpose, ICNU supports the Commission's approval of this settlement as presented. To facilitate this, ICNU agrees that it will not file testimony or take any other action in this proceeding to oppose the use of PowerDex Hourly as the market index to determine unscheduled energy charges under Schedule 247.

b. The following charges in the Schedules reflect the revenue requirement as originally filed by the Company in this proceeding: (1) Distribution, Reserves, and Transmission and Ancillary Services Charges under Schedule 47 (Exhibit A); (2) Distribution and Reserves Charges under Schedule 747 (Exhibit C); (3) Transmission and Ancillary Services and Daily ERP Demand Charges under Schedule 76R (Exhibit D); and, (4) Daily ERP Demand Charge under Schedule 776R (Exhibit F). Upon adoption of this Stipulation and the determination of a final revenue requirement in this proceeding, the Company will file compliance tariffs updating the Schedules to conform to the outcome of this proceeding. All Parties reserve the right to review and challenge PacifiCorp's compliance filings for conformity with the outcome of this proceeding. The Parties intend that the Schedules will become effective at the same time as new rates are implemented in this proceeding.

c. All Parties reserve the right to review and comment on issues raised by other parties to this case.

8. The Parties agree that this Stipulation represents a compromise in the positions of the Parties. As such, conduct, statements and documents disclosed in the negotiation of this Stipulation shall not be admissible as evidence in this or any other proceeding.

9. This Stipulation will be offered into the record of this proceeding as evidence pursuant to OAR 860-14-0085. The Parties agree to support this Stipulation throughout this proceeding and any appeal, provide witnesses to sponsor this Stipulation at the hearing and recommend that the Commission issue an order adopting the settlements contained herein. However, the Parties reserve the right to raise issues related to the Schedules in future proceedings.

10. The Parties agree that they will continue to support the Commission's adoption of the terms of this Stipulation in this proceeding. If this Stipulation is challenged by any other party to this proceeding, the Parties agree to cooperate in cross-examination and put on such a case as they deem appropriate to respond fully to the issues presented, which may include raising issues that are incorporated in the settlements embodied in this Stipulation.

11. The Parties have negotiated this Stipulation as an integrated document. If the Commission rejects all or any material portion of this Stipulation or imposes additional material conditions in approving this Stipulation, any party disadvantaged by such action shall have the rights provided in OAR 860-014-0085 and shall be entitled to seek reconsideration or appeal of the Commission's Order.

12. By entering into this Stipulation, no party shall be deemed to have approved, admitted or consented to the facts, principles, methods or theories employed by any other party

in arriving at the terms of this Stipulation. No party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

13. This Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document.

This Stipulation is entered into by each party on the date entered below such party's signature.

PACIFICORP

STAFF

By: 

By: _____

Date: May 6, 2005

Date: _____

ICNU

ODOB

By: _____

By: _____

Date: _____

Date: _____

05/06/05 FRI 11:04 FAX 5033785300 DCS RUBS GC 447 STEEL RIVES 2002

in arriving at the terms of this Stipulation. No party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

13. This Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document.

This Stipulation is entered into by each party on the date entered below such party's signature.

PACIFICORP

By: _____

Date: _____

STAFF

By:  _____

Date: 5/6/05 _____

ICNU

By: _____

Date: _____

ODOE

By: _____

Date: _____

in arriving at the terms of this Stipulation. No party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

13. This Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document.

This Stipulation is entered into by each party on the date entered below such party's signature.

PACIFICORP

STAFF

By: _____

By: _____

Date: _____

Date: _____

ICNU

ODOE

By: _____

By: Phil Carver
Philip H. Carver

Date: _____

Date: May 6, 2005

in arriving at the terms of this Stipulation. No party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

13. This Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document.

This Stipulation is entered into by each party on the date entered below such party's signature.

PACIFICORP

STAFF

By: _____

By: _____

Date: _____

Date: _____

ICNU

ODOE

By: *Quon Sanger*

By: _____

Date: 5/6/5

Date: _____

Exhibit A

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE
PARTIAL REQUIREMENTS – 1,000 KW AND OVER
DELIVERY SERVICE

OREGON
SCHEDULE 47
Page 1

Available

In all territory served by the Company in the State of Oregon.

Applicable

To Large Nonresidential Consumers supplying all or some portion of their load by self-generation operating on a regular basis, requiring standby electric service from the Company where the Consumer's self-generation has both a total nameplate rating of 1,000 kW or greater and where standby electric service is required for 1,000 kW or greater. Consumers requiring standby electric service from the Company for less than 1,000 kW shall be served under the applicable general service schedule.

If Consumer elects to receive Supply Service from an ESS, Delivery Service shall be provided under Schedule 747, Direct Access Delivery Service.

Monthly Billing

The Monthly Billing shall be the sum of the Distribution Charge, Reserves Charge and Transmission & Ancillary Services Charge plus applicable adjustments as specified in Schedule 90.

	<u>Delivery Voltage</u>		
	<u>Secondary</u>	<u>Primary</u>	<u>Transmission</u>
<u>Distribution Charge</u>			
Basic Charge			
Facility Capacity <= 4,000 kW, per month	\$290.00	\$260.00	\$300.00
Facility Capacity > 4,000 kW, per month	\$540.00	\$480.00	\$550.00
Facilities Charge			
<=4,000 kW, per kW Facility Capacity	\$1.50	\$0.70	\$0.40
> 4,000 kW, per kW Facility Capacity	\$1.35	\$0.60	\$0.40
On-Peak Demand Charge, per kW	\$1.40	\$1.55	\$1.09
Reactive Power Charges			
Per kvar	\$0.65	\$0.60	\$0.55
Per kVarh	\$0.0008	\$0.0008	\$0.0008
<u>Reserves Charges</u>			
Spinning Reserves			
per kW of Facility Capacity	\$0.27	\$0.27	\$0.27
Spinning Reserves (with Company-approved Self-Supply Agreement)			
per kW of Self-Supplied Spinning Reserves	(\$0.27)	(\$0.27)	(\$0.27)
Supplemental Reserves			
per kW of Facility Capacity	\$0.27	\$0.27	\$0.27
Supplemental Reserves (with Company-approved load reduction plan or Self-Supply Agreement)			
per kW of approved load reduction kW	(\$0.27)	(\$0.27)	(\$0.27)
<u>Transmission & Ancillary Services Charge</u>			
per kW of On-Peak Demand	\$0.94	\$1.04	\$1.36

(continued)

Issued:	P.U.C. OR No. 35
Effective:	Second Revision of Sheet No. 47-1
	Canceling First Revision of Sheet No. 47-1
	Issued By
	D. Douglas Larson, Vice President, Regulation
TF1 47-1.REV	Case No. UE-170

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE
PARTIAL REQUIREMENTS – 1,000 KW AND OVER
DELIVERY SERVICE

OREGON
SCHEDULE 47
Page 2

On-Peak Demand

The kW shown by or computed from the readings of the Company's demand meter for the On-Peak 15-minute period of the Consumer's greatest use during the month, determined to the nearest kW. On-Peak hours are between 6:00 a.m. and 10:00 p.m. Pacific Prevailing Time (PPT) Monday through Saturday, excluding North American Electric Reliability Council (NERC) holidays.

Metering Adjustment

A Consumer receiving service at secondary delivery voltage where metering is at primary delivery shall have all billing quantities multiplied by an adjustment factor of 0.9723.

A Consumer receiving service at primary delivery voltage where metering is at secondary delivery voltage shall have all billing quantities multiplied by an adjustment factor of 1.0285.

Baseline Demand

The kW of Demand supplied by the Company to the Large Nonresidential Consumer when the Consumer's generator is regularly operating as planned by the Consumer. For new Partial Requirements Consumers, the Consumer's peak Demand for the most recent 12 months prior to installing the generator, adjusted for planned generator operations, shall be used to calculate the Baseline Demand. Existing Partial Requirements Consumers shall select their Baseline Demand for each contract term based upon the Consumer's peak demand for the most recent 12 months during the times the generator was operating as planned, adjusted for changes in load and planned generator operations. Planned generator operations includes changes in the electricity produced by the generator as well as the Consumer's plans to sell any electricity produced by the generator to the Company or third parties. Any modification to the Baseline Demand must be consistent with Special Conditions in this schedule.

Facility Capacity

Facility Capacity shall be the average of the two greatest non-zero monthly Demands established during the 12 month period which includes and ends with the current Billing Month, but shall not be less than the Consumer's Baseline Demand. For new customers during the first three months of service under this schedule, the Facility Capacity will be equal to the Consumer's Baseline Demand.

Reserves Charges

The Company provides Reserves for the Consumer's Facility Capacity. Reserves consist of the following components:

Spinning Reserves

In addition to the Spinning Reserves provided for the Consumer's Baseline Demand, Spinning Reserves provide Electricity immediately after a Consumer's demand rises above Baseline Demand.

(continued)

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 47-2

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 47-2.NEW

Case No. UE-170

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE
PARTIAL REQUIREMENTS – 1,000 KW AND OVER
DELIVERY SERVICE

OREGON
SCHEDULE 47
Page 3

Supplemental Reserves

In addition to the Supplemental Reserves provided for the Consumer's Baseline Demand, Supplemental Reserves provide Electricity within the first ten minutes after a Consumer's demand rises above Baseline Demand.

Self-Supply Agreement

Consumers with Nameplate Generation of 15 MW or greater may self-supply needed Spinning Reserves, Supplemental Reserves, or both upon agreement between Consumer and the Company. The agreement shall specify the kW of Spinning Reserves, Supplemental Reserves, or both provided by the Consumer at 3.5 percent for Spinning Reserves and 3.5 percent for Supplemental Reserves of Facility Capacity, the notification processes for delivery of reserve Energy, the requirements for Consumer delivery of requested reserves, the requirements for Consumer notification to Company of any changes in the ability to self-supply Reserves, the settlement process to be used when Reserves are supplied by the Consumer, the provisions for a demonstration of such capability, any additional metering requirements and other necessary notification, plant and financial requirements. For Consumers who self-supply Reserves, Reserves kW credits will be applied to Consumer's bill based on the kW amount of Self-Supplied Spinning Reserves, Supplemental Reserves or both specified in the Self-Supply Reserves Agreement.

Supplemental Reserves Load Reduction Plan

For purposes of calculating Supplemental Reserves charges, a Consumer may submit to the Company a load reduction plan demonstrating the ability to reduce load within the first ten minutes of generator failure and specifying a kW amount of load reduction. The Consumer's load reduction plan must be approved by the Company. If approved by the Company, and adhered to by the Consumer, a load reduction plan kW credit will be applied to Consumer's bill based on the kW amount of load reduction specified in the Company-approved Load Reduction Plan.

If Consumer fails to follow the Company-approved Load Reduction Plan, all kW credits for the subsequent three months (Penalty Period) shall be forfeited. If the Consumer satisfactorily follows the Company-approved Load Reduction Plan during the Penalty Period the load reduction plan kW credit will be reinstated at the end of the three month Penalty Period.

If the Consumer fails to follow the Company-approved Load Reduction Plan during the Penalty Period, all kW credits for an additional three months period shall be forfeited. If the Consumer satisfactorily follows the Company-approved Load Reduction Plan during the second three month Penalty Period, the load reduction plan kW credit will be reinstated at the end of the second three month Penalty Period.

If the Consumer fails to follow the Company-approved Load Reduction Plan a second time during the combined six month period, the Load Reduction Plan shall be terminated.

The duration of the Penalty Period shall not be limited by the establishment of a new contract.

Following termination or contract expiration, Consumer may submit a new Load Reduction Plan to the Company. Company will approve the new Load Reduction Plan if the Consumer is able to demonstrate the load reduction capability of the Plan to Company's satisfaction.

Notwithstanding the above, Consumer may terminate the Company-approved Load Reduction Plan upon giving written notice to Company as provided in the Self-Supply Agreement.

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 47-3

Issued By
D. Douglas Larson, Vice President, Regulation

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE
PARTIAL REQUIREMENTS – 1,000 KW AND OVER
DELIVERY SERVICE

OREGON
SCHEDULE 47
Page 4

Supply Service

A Consumer taking Delivery Service under this Schedule shall be served under the terms of Supply Service Schedule 247.

Reactive Power Charges

Per kVar. Equal to the maximum 15-minute reactive demand (kVar) for the month in kilovolt-amperes in excess of 40% of the monthly registered demand.

Per kVarh. Equal to all reactive kilovolt-ampere hours (kVarh) registered in excess of 40% of the registered monthly kilowatt-hours (kWh).

Minimum Charge

The Minimum Charge shall be the Monthly Billing as defined in this Schedule. In addition, the Company may require a higher Minimum Charge, if necessary, to recover the Company's investment in service Facilities.

Special Conditions

1. Prior to receiving service under this schedule, the Consumer and the Company must enter into a written agreement specifying the terms and conditions of service, the Consumer's Baseline Demand, Supply Service option, the Company's and Consumer's contact information, and any other information necessary for implementation of service under this schedule. These terms and conditions shall be consistent with this schedule.
2. A Consumer must inform the Company within thirty minutes of taking Unscheduled Energy at a rate of 5 MW or greater; such notice must include the anticipated time that the generator will return to normal operations.
3. Consumers must have Company approved interval metering and meter communications in place prior to initiation of service under this schedule. The Company requires metering that measures the net quantity and direction of flow at the Point of Delivery and total Generator output.
4. If the Consumer is served at Primary or Transmission Voltage, the Consumer shall provide, install, and maintain on the Consumer's premises all necessary transformers to which the Company's service is directly or indirectly connected. The Consumer also shall provide, install, and maintain the necessary switches, cutouts, protection equipment, and the necessary wiring on both sides of the transformers. All transformers, equipment, and wiring shall be of types and characteristics approved by the Company, and their installation, operation and maintenance will be subject to inspection and approval by the Company.
5. If during a Billing Month, the Consumer is billed for Transmission and Related Services under this schedule and Transmission Services under the Company's FERC Open Access Transmission Tariff (OATT) for the purpose of effecting a wholesale power sale from the Consumer's generator, the payments for OATT charges for Transmission Service Regulation and Frequency Response Service will be credited to the Transmission and Related Services Charge under this schedule. The credit will be the actual OATT demand incurred but shall not exceed the Monthly Demand for the Schedule 47 monthly Transmission Demand multiplied by the applicable OATT and such credit shall not exceed the Transmission and Related Services Charge incurred under this schedule.

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 47-4

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 47-4.NEW

Case No. UE-170

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE
PARTIAL REQUIREMENTS – 1,000 KW AND OVER
DELIVERY SERVICE

OREGON
SCHEDULE 47
Page 5

6. Power and energy sold by Company to Consumer shall not be resold.
7. A Consumer's failure to inform the Company of the use of on-site generation shall not relieve the Consumer of responsibility for the charges and requirements under this schedule.
8. The Consumer's Baseline Demand may be modified as requested by the Consumer upon the addition of permanent energy efficiency measures, load shedding, or the addition or removal of equipment or permanent or long-term changes in loads or generator operations. The Consumer's Baseline Demand may be modified by the Company if the Company determines that the Consumer's Baseline Demand does not reflect load adjusted for the actual Consumer generation.
9. The Company reserves the right to modify any agreements existing under this schedule as a result of changes in Western Electricity Coordinating Council, NERC and FERC guidelines.
10. Service taken under the terms of Schedule 76R and Schedule 276R shall not affect the monthly readings for the Facilities Capacity, the On-Peak Demand Charge, or the Transmission & Ancillary Services Charge utilized for rendering the Monthly Billing for Schedule 47, nor shall they affect charges under Schedule 247.

Term

The term shall be one year and may be longer as mutually agreed to between Company and Consumer.

Rules and Regulations

Service and rates under this Schedule are subject to the General Rules and Regulations contained in the tariff of which this schedule is a part and to those prescribed by regulatory authorities.

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 47-5

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 47-5.NEW

Case No. UE-170

Exhibit B

PACIFIC POWER & LIGHT COMPANY
PARTIAL REQUIREMENTS
SUPPLY SERVICE

OREGON
SCHEDULE 247
Page 1

Available

In all territory served by the Company in the State of Oregon.

Applicable

To Large Nonresidential Consumers receiving Delivery Service under Schedule 47.

Energy Charge

The Energy Charge is comprised of the following:

Baseline Energy

Baseline Energy shall be charged at the applicable Energy Charge under Supply Service Schedule 200 or Schedule 220, as appropriate and in accordance with the Applicable section of Schedule 200 or Schedule 220. For Energy supplied in excess of Baseline Energy, the Scheduled Maintenance Energy and/or Unscheduled Energy charges will apply except for Energy supplied pursuant to other replacement power services approved by the Commission and provided by the Company.

Usage on an hourly basis up to and including the Baseline Demand as specified in Schedule 47 will be considered Baseline Energy.

Scheduled Maintenance Energy

Scheduled Maintenance Energy shall be charged at the applicable Supply Service Schedule 200 or Schedule 220, as appropriate and in accordance with the Applicable section of Schedule 200 or Schedule 220.

Scheduled Maintenance Energy is Energy prescheduled for delivery to serve the Consumer's load normally served by the Consumer's own generation (i.e., above Baseline Energy). Scheduled Maintenance must be prescheduled at least 30 days before delivery for a time period mutually agreeable to the Company and the Consumer. If resource, market, or other system conditions deviate significantly from expected conditions at the time the Company accepted the customer's request for Scheduled Maintenance Energy, the Company may cancel Scheduled Maintenance Energy at any time with seven days notice prior to the beginning of a Scheduled Maintenance period. If canceled, Company will make its best effort to reschedule Scheduled Maintenance Energy. For this event, Consumer will be required to submit a revised preschedule, but the 30 day advance notice requirement will be waived.

Scheduled Maintenance Energy may be taken for two events per calendar year. At the discretion of the Company the number of Scheduled Maintenance Energy events may be extended. Scheduled Maintenance Energy offerings shall not exceed a total of 31 days per calendar year.

(continued)

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 247-1

TF1 247-1.NEW

Issued By
D. Douglas Larson, Vice President, Regulation

Case No. UE-170

PACIFIC POWER & LIGHT COMPANY
PARTIAL REQUIREMENTS
SUPPLY SERVICE

OREGON
SCHEDULE 247
Page 2

Energy Charge *(continued)*

Unscheduled Energy

Any Electricity provided to the Consumer that does not qualify as Baseline Energy or Scheduled Maintenance Energy shall be Unscheduled Energy and priced at an Hourly Rate consisting of the Powerdex Mid-Columbia Hourly Firm Electricity Price Index (Powerdex Mid-C Hourly Firm Index) plus 0.14¢ per kWh, plus the adjustment for Losses. Prices reported with no transaction volume or as survey-based shall be considered reported.

On-peak hours are between 6:00 a.m. and 10:00 p.m. Pacific Prevailing Time (PPT) Monday through Saturday excluding North American Electric Reliability Council (NERC) holidays. Off-peak hours are all remaining hours.

The Company may request that a Consumer taking a significant amount of Unscheduled Energy during more than 1,000 hours during a calendar year provide information detailing the reasons that the generator was not able to run during those hours in order to determine the appropriate Baseline Demand.

Losses

Losses shall be included by multiplying the applicable Energy Charge by the following adjustment factors:

Transmission Delivery Voltage	1.0454
Primary Delivery Voltage	1.0691
Secondary Delivery Voltage	1.0995

Special Conditions

Special conditions contained in Delivery Service Schedule 47 apply to this Schedule.

Rules and Regulations

Service and rates under this Schedule are subject to the General Rules and Regulations contained in the tariff of which this schedule is a part and to those prescribed by regulatory authorities.

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 247-2

TF1 247-2.NEW

Issued By
D. Douglas Larson, Vice President, Regulation

Case No. UE-170

Exhibit C

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE
PARTIAL REQUIREMENTS – 1,000 KW AND OVER
DIRECT ACCESS DELIVERY SERVICE

OREGON
SCHEDULE 747

Page 1

Available

In all territory served by the Company in the State of Oregon.

Applicable

This Schedule is applicable to Consumers who have chosen to receive electricity from an ESS. To Large Nonresidential Consumers supplying all or some portion of their load by self-generation operating on a regular basis, requiring standby electric service from the Company where the Consumer's self-generation has both a total nameplate rating of 1,000 kW or greater and where standby electric service is required for 1,000 kW or greater. Consumers requiring standby electric service from the Company for less than 1,000 kW shall be served under the applicable general service schedule.

Monthly Billing

The Monthly Billing shall be the sum of the Distribution Charge and Reserves Charges plus applicable adjustments as specified in Schedule 90.

	Delivery Voltage		
	Secondary	Primary	Transmission
<u>Distribution Charge</u>			
Basic Charge			
Facility Capacity <= 4,000 kW, per month	\$290.00	\$260.00	\$300.00
Facility Capacity > 4,000 kW, per month	\$540.00	\$480.00	\$550.00
Facilities Charge			
<=4,000 kW, per kW Facility Capacity	\$1.50	\$0.70	\$0.40
> 4,000 kW, per kW Facility Capacity	\$1.35	\$0.60	\$0.40
On-Peak Demand Charge, per kW	\$1.40	\$1.55	\$1.09
Reactive Power Charges			
Per kvar	\$0.65	\$0.60	\$0.55
Per kVarh	\$0.0008	\$0.0008	\$0.0008
<u>Reserves Charges</u>			
Spinning Reserves			
per kW of Facility Capacity	\$0.27	\$0.27	\$0.27
Spinning Reserves (with Company-approved Self-Supply Agreement)			
per kW of Self-Supplied Spinning Reserves	(\$0.27)	(\$0.27)	(\$0.27)
Supplemental Reserves			
per kW of Facility Capacity	\$0.27	\$0.27	\$0.27
Supplemental Reserves (with Company-approved load reduction plan or Self-Supply Agreement)			
per kW of approved load reduction kW	(\$0.27)	(\$0.27)	(\$0.27)

(continued)

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE
PARTIAL REQUIREMENTS – 1,000 KW AND OVER
DIRECT ACCESS DELIVERY SERVICE

OREGON
SCHEDULE 747
Page 2

On-Peak Demand

The kW shown by or computed from the readings of the Company's demand meter for the On-Peak 15-minute period of the Consumer's greatest use during the month, determined to the nearest kW. On-Peak hours are between 6:00 a.m. and 10:00 p.m. Pacific Prevailing Time (PPT) Monday through Saturday, excluding North American Electric Reliability Council (NERC) holidays.

Metering Adjustment

A Consumer receiving service at secondary delivery voltage where metering is at primary delivery shall have all billing quantities multiplied by an adjustment factor of 0.9723.

A Consumer receiving service at primary delivery voltage where metering is at secondary delivery voltage shall have all billing quantities multiplied by an adjustment factor of 1.0285.

Baseline Demand

The kW of Demand supplied by the Company to the Large Nonresidential Consumer when the Consumer's generator is regularly operating as planned by the Consumer. For new Partial Requirements Consumers, the Consumer's peak Demand for the most recent 12 months prior to installing the generator, adjusted for planned generator operations, shall be used to calculate the Baseline Demand. Existing Partial Requirements Consumers shall select their Baseline Demand for each contract term based upon the Consumer's peak demand for the most recent 12 months during the times the generator was operating as planned, adjusted for changes in load and planned generator operations. Planned generator operations includes changes in the electricity produced by the generator as well as the Consumer's plans to sell any electricity produced by the generator to the Company or third parties. Any modification to the Baseline Demand must be consistent with Special Conditions in this schedule.

Facility Capacity

Facility Capacity shall be the average of the two greatest non-zero monthly Demands established during the 12-month period which includes and ends with the current Billing Month, but shall not be less than the Consumer's Baseline Demand. For new customers during the first three months of service under this schedule, the Facility Capacity will be equal to the Consumer's Baseline Demand.

Reserves Charges

The Company provides Reserves for the Consumer's Facility Capacity. Reserves consist of the following components:

Spinning Reserves

In addition to the Spinning Reserves provided for the Consumer's Baseline Demand, Spinning Reserves provide Electricity immediately after a Consumer's demand rises above Baseline Demand.

Supplemental Reserves

In addition to the Supplemental Reserves provided for the Consumer's Baseline Demand, Supplemental Reserves provide Electricity within the first ten minutes after a Consumer's demand rises above Baseline Demand.

(continued)

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 747-2

Issued By

D. Douglas Larson, Vice President, Regulation

TF1 47-2.NEW

Case No. UE-170

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE
PARTIAL REQUIREMENTS – 1,000 KW AND OVER
DIRECT ACCESS DELIVERY SERVICE

OREGON
SCHEDULE 747

Page 3

Self-Supply Agreement

Consumers with Nameplate Generation of 15 MW or greater may self-supply needed Spinning Reserves, Supplemental Reserves, or both upon agreement between Consumer and the Company. The agreement shall specify the kW of Spinning Reserves, Supplemental Reserves, or both provided by the Consumer at 3.5 percent for Spinning Reserves and 3.5 percent for Supplemental Reserves of Facility Capacity, the notification processes for delivery of reserve Energy, the requirements for Consumer delivery of requested reserves, the requirements for Consumer notification to Company of any changes in the ability to self-supply Reserves, the settlement process to be used when Reserves are supplied by the Consumer, the provisions for a demonstration of such capability, any additional metering requirements and other necessary notification, plant and financial requirements. For Consumers who self-supply Reserves, Reserves kW credits will be applied to Consumer's bill based on the kW amount of Self-Supplied Spinning Reserves, Supplemental Reserves or both specified in the Self-Supply Reserves Agreement.

Supplemental Reserves Load Reduction Plan

For purposes of calculating Supplemental Reserves charges, a Consumer may submit to the Company a load reduction plan demonstrating the ability to reduce load within the first ten minutes of generator failure and specifying a kW amount of load reduction. The Consumer's load reduction plan must be approved by the Company. If approved by the Company, and adhered to by the Consumer, a load reduction plan kW credit will be applied to Consumer's bill based on the kW amount of load reduction specified in the Company-approved Load Reduction Plan.

If Consumer fails to follow the Company-approved Load Reduction Plan, all kW credits for the subsequent three months (Penalty Period) shall be forfeited. If the Consumer satisfactorily follows the Company-approved Load Reduction Plan during the Penalty Period, the load reduction plan kW credit will be reinstated at the end of the three month Penalty Period.

If the Consumer fails to follow the Company-approved Load Reduction Plan during the Penalty Period, all kW credits for an additional three month period shall be forfeited. If the Consumer satisfactorily follows the Company-approved Load Reduction Plan during the second three month Penalty Period the load reduction plan kW credit will be reinstated at the end of the second three month Penalty Period.

If the Consumer fails to follow the Company-approved Load Reduction Plan a second time during the combined six month period, the Load Reduction Plan shall be terminated.

The duration of the Penalty Period shall not be limited by the establishment of a new contract.

Following termination or contract expiration, Consumer may submit a new Load Reduction Plan to the Company. Company will approve the new Load Reduction Plan if the Consumer is able to demonstrate the load reduction capability of the Plan to Company's satisfaction. Notwithstanding the above, Consumer may terminate the Company-approved Load Reduction Plan upon giving written notice to Company as provided in the Self-Supply Agreement.

Transmission & Ancillary Services

Consumers taking service under this schedule must also take service under the Company's FERC Open Access Transmission Tariff (OATT) or be served by an ESS or Scheduling ESS.

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 747-3

Issued By

D. Douglas Larson, Vice President, Regulation

TF1 47-3.NEW

Case No. UE-170

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE
PARTIAL REQUIREMENTS – 1,000 KW AND OVER
DIRECT ACCESS DELIVERY SERVICE

OREGON
SCHEDULE 747

Page 4

Reactive Power Charges

Per kVar. Equal to the maximum 15-minute reactive demand (kVar) for the month in kilovolt-amperes in excess of 40% of the monthly registered demand.

Per kVarh. Equal to all reactive kilovolt-ampere hours (kVarh) registered in excess of 40% of the registered monthly kilowatt-hours (kWh).

Minimum Charge

The Minimum Charge shall be the Monthly Billing as defined in this Schedule. In addition, the Company may require a higher Minimum Charge, if necessary, to recover the Company's investment in service Facilities.

Special Conditions

1. Prior to receiving service under this schedule, the Consumer and the Company must enter into a written agreement specifying the terms and conditions of service, the Consumer's Baseline Demand, Supply Service option, the Company's and Consumer's contact information, and any other information necessary for implementation of service under this schedule. These terms and conditions shall be consistent with this schedule.
2. A Consumer must inform the Company within thirty minutes of taking Unscheduled Energy at a rate of 5 MW or greater; such notice must include the anticipated time that the generator will return to normal operations.
3. Consumers must have Company approved interval metering and meter communications in place prior to initiation of service under this schedule. The Company requires metering that measures the net quantity and direction of flow at the Point of Delivery and total Generator output.
4. If the Consumer is served at Primary or Transmission Voltage, the Consumer shall provide, install, and maintain on the Consumer's premises all necessary transformers to which the Company's service is directly or indirectly connected. The Consumer also shall provide, install, and maintain the necessary switches, cutouts, protection equipment, and the necessary wiring on both sides of the transformers. All transformers, equipment, and wiring shall be of types and characteristics approved by the Company, and their installation, operation and maintenance will be subject to inspection and approval by the Company.
5. Power and energy sold by Company to Consumer shall not be resold.
6. A Consumer's failure to inform the Company of the use of on-site generation shall not relieve the Consumer of responsibility for the charges and requirements under this schedule.
7. The Consumer's Baseline Demand may be modified as requested by the Consumer upon the addition of permanent energy efficiency measures, load shedding, or the addition or removal of equipment or permanent or long-term changes in loads or generator operations. The Consumer's Baseline Demand may be modified by the Company if the Company determines that the Consumer's Baseline Demand does not reflect load adjusted for the actual Consumer generation.
8. The Company reserves the right to modify any agreements existing under this schedule as a result of changes in Western Electricity Coordinating Council, NERC and FERC guidelines.

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 747-4

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 47-4.NEW

Case No. UE-170

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE
PARTIAL REQUIREMENTS – 1,000 KW AND OVER
DIRECT ACCESS DELIVERY SERVICE

OREGON
SCHEDULE 747
Page 5

9. Service taken under the terms of Schedule 776R shall not affect the monthly readings for the Facilities Capacity or the On-Peak Demand Charge utilized for rendering the Monthly Billing for Schedule 747.

Term

The term shall be one year and may be longer as mutually agreed to between Company and Consumer.

Rules and Regulations

Service and rates under this Schedule are subject to the General Rules and Regulations contained in the tariff of which this schedule is a part and to those prescribed by regulatory authorities.

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 747-5

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 47-5.NEW

Case No. UE-170

Exhibit D

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE/PARTIAL REQUIREMENTS
SERVICE – ECONOMIC REPLACEMENT POWER RIDER
DELIVERY SERVICE

OREGON
SCHEDULE 76R
Page 1

Purpose

To provide Consumers served on Schedule 47 with the opportunity of purchasing Energy from the Company to replace some or all of the Consumer's on-site generation when the Consumer deems it is more economically beneficial than self generating.

Available

In all territory served by the Company in Oregon. The Company may limit service to a Consumer if system reliability would be affected. The Company has no obligation to provide the Consumer with economic replacement power except as explicitly agreed to between Company and Consumer.

Applicable

To Large Nonresidential Consumers receiving Delivery Service under Schedule 47.

Character of Service

Sixty-hertz alternating current of such phase and voltage as the Company may have available.

Monthly Billing

The following charges are in addition to applicable charges under Schedule 47 plus applicable adjustments as specified in Schedule 90:

	<u>Secondary</u>	<u>Delivery Voltage</u> <u>Primary</u>	<u>Transmission</u>
Transmission and Ancillary Services Charge			
per kW of Daily Economic Replacement Power (ERP)			
On-Peak Demand per day	\$0.037	\$0.041	\$0.053
Daily ERP Demand Charge			
per kW of Daily ERP On- Peak Demand	\$0.055	\$0.060	\$0.042

Supply Service

A Consumer taking Delivery Service under this Schedule shall be served under the terms of Supply Service Schedule 276R.

ERP and ENF

Economic Replacement Power (ERP) is Electricity supplied by the Company to meet an Energy Needs Forecast (ENF) pursuant to an Economic Replacement Power Agreement (ERPA). ERP, ENF and ERPA are more fully described in Schedule 276R.

(continued)

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 76R-1

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 76R-1.NEW

Case No. UE 170

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE/PARTIAL REQUIREMENTS
SERVICE – ECONOMIC REPLACEMENT POWER RIDER
DELIVERY SERVICE

OREGON
SCHEDULE 76R
Page 2

Daily ERP On-Peak Demand

Daily ERP On-Peak Demand shall not be less than the maximum ERP On-Peak Demand scheduled per day and shall not be greater than the difference between the Facility Capacity and the Baseline Demand. Daily ERP On-Peak Demand will be billed for each day in the month that the Company supplies ERP to the Consumer.

Special Conditions

1. Prior to receiving service under this schedule, the Consumer and the Company must enter into a written agreement governing the terms and conditions of service.
2. Service under this schedule applies only to prescheduled ERP supplied by the Company pursuant to this schedule, the ERPA and the corresponding written agreement. All other Energy supplied will be made under the terms of Schedule 47. All notice provisions of this schedule and agreement must be complied with for delivery of Energy.
3. Service taken under the terms of this Schedule shall not affect the monthly readings for the Facility Capacity, the On-Peak Demand Charge, or the Transmission & Ancillary Services Charge utilized for rendering the Monthly Billing for Schedule 47, nor shall they affect charges under Schedule 247.
4. All charges and requirements of Schedule 47 shall apply except as provided for under this Schedule.
5. ERP supplied shall not be resold.
6. The Company may interrupt ERP due to Transmission constraints.
7. The Company is not responsible for providing market information to Consumer.
8. The Company has no obligation to provide the Consumer with ERP except as explicitly agreed to between Company and Consumer.
9. Each day of delivery begins HE 0100 and ends HE 2400 hour under Pacific Prevailing Time (Pacific Standard Time or Pacific Daylight Time).

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 76R-2

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 76R-2.NEW

Case No. UE 170

Exhibit E

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE/PARTIAL REQUIREMENTS
SERVICE – ECONOMIC REPLACEMENT POWER RIDER
SUPPLY SERVICE

OREGON
SCHEDULE 276R
Page 1

Available

In all territory served by the Company in Oregon. The Company may limit service to a Consumer if system reliability would be affected. The Company has no obligation to provide the Consumer with economic replacement power except as explicitly agreed to by Consumer and the Company.

Applicable

To Large Nonresidential Consumers receiving Delivery Service under Schedule 47. In addition, this tariff may only be provided in conjunction with Delivery Service Schedule 76R.

Energy Needs Forecast (ENF) Fee

per ENF submission or revision \$75.00

Economic Replacement Power Agreement (ERPA) Processing Fees

Daily ERPA

Per each Daily ERPA, \$100.00
and not to exceed (per calendar month) \$400.00

A single, Daily ERPA covering multiple days in a calendar month will be treated as one Daily ERPA.

Monthly or Quarterly ERPA

Per Monthly or Quarterly ERPA \$400.00

Energy Charge

per kWh of ERP

See below for ERP Pricing

Energy Needs Forecast

The Energy Needs Forecast (ENF) specifies the total prescheduled amount of electricity in megawatts (MW) per hour that the Company is requested to serve. The ENF requests service for all or a portion of the Consumer's load normally supplied by the Consumer's generation. The Company may choose to provide all or a portion of the ENF and shall inform the Consumer of any such adjustment to the submitted ENF. The agreement between Consumer and Company shall specify how the ENF shall be delivered to Company.

Blocks of Energy – equal MWs per hour for all of the hours:

Heavy Load Hour (HLH) block is equal to 16 hours Monday – Saturday, Hour Ending (HE) 0700 – HE 2200 Pacific Prevailing Time (PPT).

Light Load Hour (LLH) block is equal to 8 hours Monday – Saturday, HE 2300 - HE 0600 PPT and 24 hours on Sunday.

Flat block (Flat) is equal to 24 hours Monday – Sunday.

Non-Standard Blocks of Energy – equal MWs per hour for all of the hours:

Non-Standard Blocks are blocks of energy that are not in multiples of 25MW, i.e. may be less than 25MW or greater than 25 MW for HLH, or LLH or Flat.

Consumer may request both Standard Blocks and Non-Standard Blocks of Energy in an ENF.

(continued)

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 276R-1

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 276R-1.NEW

Case No. UE 170

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE/PARTIAL REQUIREMENTS
SERVICE – ECONOMIC REPLACEMENT POWER RIDER
SUPPLY SERVICE

OREGON
SCHEDULE 276R

Page 2

Daily ENF

Prior to HE 0615 PPT on the Pre-schedule Day, Consumer shall provide to Company Consumer's ENF specifying daily preschedule quantities by hour in equal volume blocks. By HE 0630 PPT on the Pre-schedule Day, Company shall notify Consumer of its acceptance of Consumer's ENF or modifications to Consumer's ENF. If Company has modified Consumer's ENF, by HE 0645 PPT on the Pre-schedule Day, Consumer shall notify Company of its acceptance of the modified ENF. Acceptance by Company of Consumer's ENF or acceptance by Consumer of Company's modification of Consumer's ENF shall constitute an ERPA (described below).

Unless modified pursuant to the Western Electricity Coordinating Council (WECC) Interchange Scheduling and Accounting Subcommittee (ISAS) Pre-scheduling Calendar, "Pre-schedule Day" means the business day immediately preceding the day of delivery unless the day of delivery is Sunday or Monday, in which case the Pre-schedule Day shall be the immediately preceding Friday, or unless the day of delivery is Saturday, the Pre-schedule Day shall be the immediately preceding Thursday. In the event the Pre-schedule Day falls on a NERC-defined holiday, the pre-schedule requirement shall be adjusted to reflect such holiday.

Monthly or Quarterly ENF

Between 0900 and 1159 PPT during the last day of gas bid week (Annually, Company will provide participating Consumers with a twelve month calendar of gas bid week days), Consumer shall contact the Company at a designated telephone number and receive a Mid Columbia market price quoted by a broker for the ENF. During that telephone call, the Consumer may purchase the HLH, LLH or Flat block of monthly or quarterly energy at a volume agreed to by Company and Consumer and at the price quoted. Unless accepted by Consumer during the telephone call, the price quoted shall expire at the end of the telephone call. Acceptance by Consumer of the price quoted shall constitute an ERPA (described below).

Broker quote. A Broker quote is a price quote from a brokering house or trading platform that the Company is utilizing on a given day.

Economic Replacement Power Agreement

The Economic Replacement Power Agreement (ERPA) specifies Electricity supplied by Company and agreed to by Consumer to meet in whole or in part an Energy Needs Forecast (ENF). An ERPA shall be required for transactions covered by an ENF. The Consumer shall use best efforts to conform actual Energy usage to the ERPA. If Consumer cannot take ERP as agreed to in an ERPA, Consumer shall promptly notify Company of the same. Such notice shall include, where applicable, the time when the shutdown occurred or is expected to occur and the anticipated duration of such shutdown and any other arrangements as represented in the written agreement.

ERP options

Option 1. 25 MW Standard block Take-or-Pay pricing. Consumer agrees to receive 25 MW per hour, on a daily, monthly (calendar month), or quarterly (calendar quarter) basis as specified in Consumer's ERPA and designated as either HLH, LLH or Flat. If Consumer takes less than the 25 MW per hour agreed to in the ERPA, Consumer shall remain obligated to pay for the 25 MW per hour agreed to in the ERPA.

(continued)

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 276R-2

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 276R-2.NEW

Case No. UE 170

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE/PARTIAL REQUIREMENTS
SERVICE – ECONOMIC REPLACEMENT POWER RIDER
SUPPLY SERVICE

OREGON
SCHEDULE 276R
Page 3

Option 2. Non-Standard Block (NSB) Take-or-Pay pricing. Consumer agrees to receive non-standard block quantities of MW per hour on a daily, monthly (calendar month) or quarterly (calendar quarter) basis as specified in Consumer's ERPA and designated as either HLH, LLH or Flat. If Consumer takes less than the quantities of MW per hour agreed to in the ERPA, Consumer shall remain obligated to pay for the quantities of MW per hour agreed to in the ERPA.

ERP Pricing

DAILY

25 MW Standard block take-or-pay pricing. Energy shall be priced at the settled Electricity Price Index Dow-Jones Mid-Columbia HLH and LLH prices, plus 0.14 cents per kWh, plus the adjustment for losses. If prices are not reported for a particular day or days, the average of the immediately preceding and following reported days' prices within HLH or LLH periods, as applicable shall determine the price for the non-reported period. Prices reported with no transaction volume or as survey-based shall be considered reported.

Non-Standard Block (NSB) take-or-pay pricing. Energy shall be priced at the settled Electricity Price Index Dow-Jones Mid-Columbia HLH and LLH prices, plus a five percent NSB fee, plus 0.14 cents per kWh, plus the adjustment for losses. If prices are not reported for a particular day or days, the average of the immediately preceding and following reported days' prices within HLH or LLH periods, as applicable shall determine the price for the non-reported period. Prices reported with no transaction volume or as survey-based shall be considered reported.

MONTHLY

25 MW Standard block take-or-pay pricing. Energy shall be priced at the fixed monthly Mid Columbia market price as a Broker Quote, plus 0.14 cents per kWh, plus the adjustment for losses.

Non-Standard Block (NSB) take-or-pay pricing. Energy shall be priced at the fixed monthly Mid Columbia market price as a Broker Quote, plus a five percent NSB fee, plus 0.14 cents per kWh, plus the adjustment for losses.

QUARTERLY

25 MW Standard block take-or-pay pricing. Energy shall be priced at the fixed quarterly Mid Columbia market price as a Broker Quote, plus 0.14 cents per kWh, plus the adjustment for losses.

Non-Standard Block (NSB) take-or-pay pricing. Energy shall be priced at the fixed quarterly Mid Columbia market price as a Broker Quote, plus a five percent NSB fee, plus 0.14 cents per kWh, plus the adjustment for losses.

Losses

Losses shall be included by multiplying the ERP Charge by the following adjustment factors:

Transmission Delivery Voltage	1.0454
Primary Delivery Voltage	1.0691
Secondary Delivery Voltage	1.0995
(continued)	

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 276R-3

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 276R-3.NEW

Case No. UE 170

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE/PARTIAL REQUIREMENTS
SERVICE – ECONOMIC REPLACEMENT POWER RIDER
SUPPLY SERVICE

OREGON
SCHEDULE 276R
Page 4

Special Conditions

1. Prior to receiving service under this schedule, the Consumer and the Company must enter into a written agreement governing the terms and conditions of service, including, but not limited to, consequences of failure to perform. In particular, the written agreement shall specify that under a *force majeure* event, Company and Consumer shall make best efforts to mitigate damages.
2. Service under this schedule applies only to prescheduled ERP supplied by the Company pursuant to this schedule, the ERPA and the corresponding written agreement. All other Energy supplied will be made under the terms of Schedule 247. All notice provisions of this schedule and agreement must be complied with for delivery of Energy. The Consumer is required to maintain Schedule 247 service unless otherwise agreed to by the Company.
3. All charges and requirements of Schedule 247 shall apply except as provided for under this schedule.
4. ERP supplied shall not be resold.
5. The Company may interrupt ERP due to Transmission constraints.
6. The Company is not responsible for providing market information to Consumer other than as specified in this tariff.
7. The Company has no obligation to provide the Consumer with ERP except as explicitly agreed to by both parties.
8. Each day of delivery begins HE 0100 and ends HE 2400 under Pacific Prevailing Time (Pacific Standard Time or Pacific Daylight Time).

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 276R-4

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 276R-4.NEW

Case No. UE 170

Exhibit F

PACIFIC POWER & LIGHT COMPANY
LARGE GENERAL SERVICE/PARTIAL REQUIRE-
MENTS SERVICE – ECONOMIC REPLACEMENT SERVICE RIDER
DIRECT ACCESS DELIVERY SERVICE

OREGON
SCHEDULE 776R
Page 1

Purpose

To provide Consumers served on Schedule 747 with the opportunity of purchasing Energy from an ESS to replace some or all of the Consumer's on-site generation when the Consumer deems it is more economically beneficial than self generating.

Available

In all territory served by the Company in Oregon. The Company may limit service to a Consumer if system reliability would be affected. The Company has no obligation to provide the Consumer with economic replacement service except as explicitly agreed to between Company and Consumer.

Applicable

This Schedule is applicable to Consumers who have chosen to receive electricity from an ESS. To Large Nonresidential Consumers receiving Delivery Service under Schedule 747.

Character of Service

Sixty-hertz alternating current of such phase and voltage as the Company may have available.

Monthly Billing

The following charges are in addition to applicable charges under Schedule 747 plus applicable adjustments as specified in Schedule 90:

	<u>Secondary</u>	<u>Delivery Voltage</u>	
		<u>Primary</u>	<u>Transmission</u>
Daily ERS Demand Charge			
per kW of Daily ERP On- Peak Demand	\$0.055	\$0.060	\$0.042

Transmission & Ancillary Services

Consumers taking service under this schedule must also take service under the Company's FERC Open Access Transmission Tariff (OATT) or be served by an ESS or Scheduling ESS.

ERS and ENF

Economic Replacement Service (ERS) is Electricity supplied by an ESS to meet an Energy Needs Forecast (ENF) pursuant to an Economic Replacement Service Agreement (ERSA).

(continued)

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 776R-1

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 76R-1.NEW

Case No. UE-170

PACIFIC POWER & LIGHT COMPANY**LARGE GENERAL SERVICE/PARTIAL REQUIRE-****MENTS SERVICE – ECONOMIC REPLACEMENT SERVICE RIDER****DIRECT ACCESS DELIVERY SERVICE****OREGON****SCHEDULE 776R**

Page 2

Daily ERS On-Peak Demand

Daily ERS On-Peak Demand shall not be less than the maximum ERS On-Peak Demand scheduled per day and shall not be greater than the difference between the Facility Capacity and the Baseline Demand. Daily ERS On-Peak Demand will be billed for each day in the month that the Company supplies ERS to the Consumer.

Special Conditions

1. Prior to receiving service under this schedule, the Consumer and the Company must enter into a written agreement governing the terms and conditions of service.
2. Service under this schedule applies only to prescheduled ERS supplied by an ESS pursuant to this schedule, and corresponding written agreements. All other Energy supplied will be made under the terms of Schedule 747. All notice provisions of this schedule and agreement must be complied with for delivery of Energy.
3. Service taken under the terms of this Schedule shall not affect the monthly readings for the Facility Capacity and the On-Peak Demand Charge utilized for rendering the Monthly Billing for Schedule 747.
4. All charges and requirements of Schedule 747 shall apply except as provided for under this Schedule.
5. ERS supplied shall not be resold.
6. The Company may interrupt ERS due to Transmission constraints.
7. The Company is not responsible for providing market information to Consumer.
8. The Company has no obligation to provide the Consumer with ERS except as explicitly agreed to between Company and Consumer.
9. Each day of delivery begins HE 0100 and ends HE 2400 hour under Pacific Prevailing Time (Pacific Standard Time or Pacific Daylight Time).

Issued:
Effective:

P.U.C. OR No. 35
Original Sheet No. 776R-2

Issued By
D. Douglas Larson, Vice President, Regulation

TF1 76R-2.NEW

Case No. UE-170

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing document in Docket UE 170 on the following named person(s) on the date indicated below by email and first-class mail addressed to said person(s) at his or her last-known address(es) indicated below.

Melinda J. Davison
Davison Van Cleve, PC
333 SW Taylor, Suite 400
Portland, OR 97204

Jason Eisdorfer
Citizens' Utility Board
610 SW Broadway, Suite 308
Portland, OR 97205

Matthew Perkins
Davison Van Cleve PC
333 SW Taylor, Suite 400
Portland, OR 97204

David Hatton
Jason Jones
Department of Justice
1162 Court Street NE
Salem, OR 97301-4096

Douglas Tingey
Portland General Electric
121 SW Salmon, 1WTC13
Portland, OR 97204

Jim Abrahamson
Community Action Directors
of Oregon
4035 12th Street Cutoff SE, Suite 110
Salem, OR 97302

Rates & Regulatory Affairs
Portland General Electric
121 SW Salmon Street, 1WTC0702
Portland, OR 97204

Edward Bartell
Klamath Off-Project Water Users, Inc.
30474 Sprague River Road
Sprague River, OR 97639

Phil Carver
Oregon Office of Energy
625 Marion Street NE, Suite 1
Salem, OR 97301-3742

Joan Cote
Oregon Energy Coordinators Assoc.
2585 State Street NE
Salem, OR 97301

Edward Finklea
Cable Huston Benedict Haagensen
& Lloyd LLP
1001 SW Fifth Avenue, Suite 2000
Portland, OR 97204

Dan Keppen
Klamath Water Users Assoc.
2455 Patterson Street, Suite 3
Klamath Falls, OR 97603

Janet Prewitt
Department of Justice
1162 Court Street NE
Salem, OR 97301-4096

Kurt Boehm
Boehm Kurtz & Lowry
36 E. Seventh Street, Suite 1510
Cincinnati, OH 45202

1 Randall J. Falkenberg
2 RFI Consulting
3 PMB 362
4 8351 Roswell Road
5 Atlanta, GA 30350

6 Lisa Brown
7 WaterWatch of Oregon
8 213 SW Ash Street, Suite 208
9 Portland, OR 97204

10 Glen H. Spain
11 PCFFA
12 PO Box 11170
13 Eugene, OR 97440-3370

14 Judy Johnson
15 Public Utility Commission of Oregon
16 PO Box 2148
17 Salem, OR 97308-2148

18 DATED: May 6, 2005

Michael Kurtz
Boehm, Kurtz & Lowry
36 E. Seventh Street, Suite 1510
Cincinnati, OH 45202

John DeVoe
WaterWatch of Oregon
213 SW Ash Street, Suite 208
Portland, OR 97204

Robert Valdez
PO Box 2148
Salem, OR 97308-2148

Lowrey R. Brown
Citizens' Utility Board of Oregon
610 SW Broadway, Suite 308
Portland, OR 97205



Sarah Adams Lien

Of Attorneys for PacifiCorp