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IDAHO PUBLIC  
UTILITIES COMMISSION

November 16, 2005

Ms. Jean Jewell  
Commission Secretary  
Idaho Public Utilities Commission  
472 West Washington  
Boise, ID 83702

RE: **Thompson River Co-Gen v. Avista Corporation**  
**Case No. AVU-E-05-07**

Dear Ms. Jewell:

Please find enclosed for filing the original and seven (7) copies of a Notice of Filing Amended Answer by Avista Corporation, and Amended Answer. I have also enclosed one extra copy to be conformed and returned in the enclosed self-addressed stamped envelope.

Thank you for your assistance.

Very truly yours,

PAINE, HAMBLLEN, COFFIN, BROOKE  
& MILLER LLP



Terry L. York  
Paralegal to R. Blair Strong

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Enclosure

cc: Scott Woodbury (w/encl.)

David J. Meyer  
Vice President and Chief Counsel for  
Regulatory & Governmental Affairs  
Avista Corporation  
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

THOMPSON RIVER CO-GEN, a )  
Colorado Company, )  
 )  
Complainant, )  
 )  
vs. )  
 )  
AVISTA CORPORATION, a Washington )  
Corporation, )  
 )  
Respondent. )  
 )  
 )  
 )

CASE NO. AVU-E-05-07  
NOTICE OF FILING AMENDED ANSWER  
BY AVISTA CORPORATION

Avista Corporation ("Avista") hereby gives notice that it is filing an Amended Answer, which is filed herewith. The Amended Answer contains two changes:

1) **Paragraph 10(g) of Section II, AFFIRMATIVE DEFENSES, General Allegations of All Affirmative Defenses**, contained in the original Answer, alleged that, "TRC would not agree to an Avista right to terminate the agreement for failure to achieve minimum delivery requirements." Upon further review subsequent to the filing of the Answer, it appears that TRC's proposed contract addressed minimum delivery issues in a later section of TRC's proposed contract document, but with some additional language requiring a notice by Avista and a time to cure period. Therefore, Avista amends **Paragraph 10(g) of Section II, AFFIRMATIVE DEFENSES, General Allegations of All Affirmative Defenses**, by substituting the following:

“TRC requires that Avista provide notice and allows Thompson River Co-Gen a period of time in which to cure its default prior to Avista exercising its right to terminate the agreement for failure to operate the Facility in accordance with certain minimum criteria.”

- 2) The last sentence of **Paragraph 11 of Section II, AFFIRMATIVE DEFENSES, General Allegations of All Affirmative Defenses**, inadvertently omitted the word "ten." When corrected the sentence reads as follows:

"The failure of TRC to appropriately measure the “net output” as required by FERC would allow its project, in effect, to produce greater than ten megawatts, even if measured on an average monthly basis, while claiming an entitlement to be paid for its power as though it were a ten megawatt or less project."

Avista files herewith its Amended Answer which contains the amendments referred to above.

RESPECTFULLY SUBMITTED this 15<sup>th</sup> day of November, 2005.

**AVISTA CORPORATION**



**David J. Meyer**  
Vice President, Chief Counsel For  
Regulatory and Governmental Affairs

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