



RECEIVED

2011 JUN 22 AM 10: 01

IDAHO PUBLIC  
UTILITIES COMMISSION

201 South Main, Suite 2300  
Salt Lake City, Utah 84111

June 22, 2011

***VIA OVERNIGHT DELIVERY***

Jean Jewell  
Idaho Public Service Commission  
472 W. Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074

**RE: Amendment to Order No. 32084, Case No. PAC-E-10-05  
First Revised and Restated Power Purchase Agreement between Power County  
Wind Park, LLC and PacifiCorp, entered into June 2, 2011.**

Dear Ms. Jewell:

Enclosed for filing in the above captioned matter, please find the original and seven (7) copies of the First Revised and Restated Power Purchase agreements between Power County Wind Park, LLC, and PacifiCorp, executed on June 2, 2011. This agreement amends the purchase power agreement entered into by the parties on August 18, 2010 and approved October 6, 2010 by the Idaho Public Utilities Commission, Order No. 32084, for the North and South Power County Wind Parks.

The purpose of the amendments are to revise the original contracts for both the Power County Wind Park North and South projects to replace twelve (12) Vestas V100, 1.8 megawatt, wind turbines with nine (9) Nordex N100, 2.5 megawatt, wind turbines. This change will revise the expected capacity rating from 21,780 kilowatts to 22,500 kilowatts. The average monthly output for each facility is still expected to be below 10 average megawatts

The average annual net output of each of the facilities is also amended. The Power County Wind Park North PPA average annual net output of 67,311,441 kWh is amended to 60,039,952 kWh. The Power County Wind Park South PPA average annual net output of 60,523,733 kWh is amended to 57,129,471 kWh.

Rocky Mountain Power respectfully requests that these revised and restated purchase power agreements be approved in a minute-order by the Commission.

However, if the Commission feels this matter deserves a more thorough examination the Company has enclosed an application requesting that these revisions to the purchase power agreements be processed under Modified Procedure as Case No. PAC-E-11-16.

Idaho Public Utilities Commission

June 22, 2011

Page 2

Please contact Daniel Solander at (801) 220-4014 if you have any questions.

Very truly yours,

Handwritten signature of Jeffrey K. Larsen in cursive script, followed by the initials "JAL" in a smaller, more formal script.

Jeffrey K. Larsen

Vice President, Regulation

Daniel E. Solander  
201 S. Main, Suite 2300  
Salt Lake City, UT 84111  
Telephone (801) 220-4014  
Fax: (801) 220-3299  
daniel.solander@pacificorp.com

RECEIVED  
2011 JUN 22 AM 10: 01  
IDAHO PUBLIC  
UTILITIES COMMISSION

Attorney for PacifiCorp dba Rocky Mountain Power

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

APPLICATION OF ROCKY MOUNTAIN )  
POWER REQUESTING APPROVAL )  
OF AN AMENDMENT TO THE ) CASE NO. PAC-E-11-16  
PURCHASE POWER AGREEMENTS )  
WITH POWER COUNTY WIND )  
PARK, LLC. )

PacifiCorp, dba Rocky Mountain Power (“Rocky Mountain Power”), in accordance with RP 52 and the applicable provisions of the Public Utility Regulatory Policies Act of 1978 (“PURPA”), hereby respectfully applies to the Idaho Public Utilities Commission (the “Commission”) for an Order approving amendments to two Power Purchase Agreements (“PPAs”) entered into between Rocky Mountain Power and Power County Wind Park North, LLC and Power County Wind Park South, LLC, respectively, each dated June 2, 2011. In support of this Application Rocky Mountain Power represents as follows:

**I. BACKGROUND**

1. PacifiCorp, an Oregon corporation, is an electrical corporation and public utility doing business as Rocky Mountain Power in the state of Idaho and is subject to the jurisdiction of the Commission with regard to its public utility operations. PacifiCorp

also provides retail electric service in the states of Utah, Oregon, Wyoming, Washington, and California.

2. Power County Wind Park, LLC is a Delaware limited liability company ("Power County Wind") and manager and sole member of the LLC. On October 6, 2010, the Commission's Order No. 32084 approved purchased power agreements between Rocky Mountain Power, Windland, and the LLC entered into August 16, 2010. The Commission found that the agreements submitted in this case contained acceptable contract provisions and included the non-levelized published rates approved by the Commission in Order No. 31025.

## **II. FIRST AMENDMENT**

3. Submitted herein is the first amendment to the two PPAs between PacifiCorp and Power County Wind for the purchase by PacifiCorp of all of the output from two wind generating facilities owned by Power County Wind.

4. The original contracts for both Power County Wind North and South are being amended to replace the twelve (12) Vestas V100, 1.8 megawatt, wind turbines with nine (9) Nordex N100 2.5 megawatt wind turbines. This revision changed the expected capacity rating from 21,780 kilowatts to 22,500 kilowatts. The average monthly output for each wind park is still expected to be below 10 average megawatts

5. Due to the turbine change the average annual net output of each of the facilities changed. The Power County Wind, North PPA average annual net output of 67,311,441 kWh changed to 60,039,952 kWh. The Power County Wind, South PPA average annual net output of 60,523,733 kWh changed to 57,129,471 kWh.

6. A complete list of all amendments to the Purchase Power Agreements is provided in the attached First Amendment to the PPAs.

### **III. MODIFIED PROCEDURE**

7. Rocky Mountain Power believes that a hearing is not necessary to consider the issues presented herein and respectfully requests that this Application be processed under Modified Procedure, i.e., by written submissions rather than by hearing. RP 201 et seq. If, however, the Commission determines that a technical hearing is required, the Company stands ready to prepare and present its testimony in such hearing.

### **IV. COMMUNICATIONS AND SERVICE OF PLEADINGS**

8. Communications and service of pleadings, exhibits, orders, and other documents relating to this proceeding should be sent to the following:

Ted Weston  
201 South Main, Suite 2300  
Salt Lake City, Utah 84111  
Telephone: (801) 220-2963  
Fax: (801) 220-2798  
[ted.weston@pacificorp.com](mailto:ted.weston@pacificorp.com)

and to:

Daniel E. Solander  
201 S. Main, Suite 300  
Salt Lake City, UT 84111  
Telephone (801) 220-4014  
Fax: (801) 220-3299  
[daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com)

In addition, the Company respectfully requests that all data requests regarding this matter be addressed to one or more of the following:

By e-mail (preferred)

[datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)

By regular mail

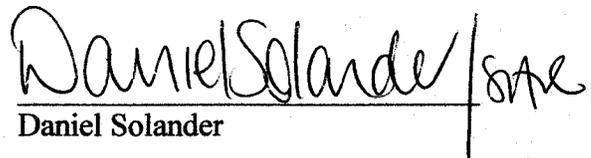
Data Request Response Center  
PacifiCorp  
825 NE Multnomah, Suite 2000  
Portland, OR 97232

**V. REQUEST FOR RELIEF**

9. Rocky Mountain Power respectfully requests that the Commission issue an Order: (1) authorizing that this matter may be processed by Modified Procedure; (2) accepting the First Amendment to the Sales Agreement between PacifiCorp and Power County Wind, LLC without change or condition.

DATED this 22<sup>nd</sup> day of June, 2011

Respectfully submitted,

  
Daniel Solander

Attorney for Rocky Mountain Power

**FIRST AMENDMENT TO POWER PURCHASE AGREEMENT  
BETWEEN POWER COUNTY WIND PARK NORTH, LLC AND PACIFICORP**

**Recitals**

On August 18, 2010, Power County Wind Park North, LLC, a Delaware limited liability company ("Seller") and PacifiCorp, an Oregon corporation, entered into their *Power Purchase Agreement Between Power County Wind Park North, LLC and PacifiCorp*. ("Power Purchase Agreement") concerning the sale and purchase of net output from Seller's planned 21,780 kW wind Qualifying Facility, to be located in Power County, Idaho. On October 6, 2010, the Idaho Public Utilities Commission, in Order No. 32084, approved the Power Purchase Agreement and found payments made under the Power Purchase Agreement to be prudently incurred expenses for ratemaking purposes.

The Power Purchase Agreement contemplates that Seller's Facility will include 12 Vestas V100 1.8 MW turbines. However Seller desires to instead install 9 Nordex N100 2.5 MW turbines. The proposed substitution will result in changes to the Facility's energy production parameters. PacifiCorp does not object to the substitution.

Seller also desires to amend the PPA to reflect its restructuring of ownership of the Interconnection Facilities used by Seller and Power County Wind Park South, LLC and a change in ownership of Seller.

**THEREFORE, PACIFICORP AND SELLER HEREBY AGREE AS FOLLOWS:**

This First Amendment to Power Purchase Agreement (Renewable Energy) between Power County Wind Park North, LLC and PacifiCorp (this "First Amendment") is entered into this 2<sup>nd</sup> day of June, 2011, by and between Seller and PacifiCorp, and amends their August 18, 2010 Power Purchase Agreement. Capitalized terms used and not otherwise defined herein are defined in the Power Purchase Agreement. In consideration of the mutual covenants herein contained, Seller and PacifiCorp amend the Power Purchase Agreement as follows:

1. Amendment to Facility Capacity Rating. Recital A of the Power Purchase Agreement is hereby revised by replacing "an expected Facility Capacity Rating of 21,780 kilowatts" with "an expected Facility Capacity Rating of 22,500 kilowatts."

2. Amendment to Recital B, Interconnection Facilities. Recital B of the Power Purchase Agreement is hereby amended to read in its entirety:

B. Seller has secured rights to deliver output from its Facility to PacifiCorp across interconnection facilities owned by Power County Wind Parks, LLC; Seller, Power County Wind Park South, LLC, and Power County Wind Parks, LLC have agreed to allocate comingled line losses on those interconnection facilities as set forth in **Addendum L**.

3. Amendment to Recital D, Average Annual Net Output. Recital D of the Power Purchase Agreement are hereby amended to replace the Average Annual Net Output of 67,311,441 kWh with 60,039,952 kWh.

4. Amendment to Section 1.68, Wind Turbine. Section 1.68 of the Power Purchase Agreement is hereby amended to replace "Vestas V100, 1.8 megawatt wind turbine" with "Nordex N100, 2.5 megawatt wind turbine" and to replace "12 Wind Turbines" with "9 Wind Turbines".

5. Amendment to Section 4.3.1, Initial Year Energy Delivery Schedule. Section 4.3.1 of the Power Purchase Agreement is hereby amended to replace the Initial Year Energy Delivery Schedule with the following:

<u>Month</u>	<u>Energy Delivery (kWh)</u>
January	6,240,784
February	5,489,913
March	6,524,876
April	5,387,788
May	4,733,589
June	4,421,139
July	3,151,598
August	3,099,258
September	4,014,170
October	4,723,844
November	5,827,121
December	6,425,870

6. Amendment to Section 23, Notices. Section 23 of the Power Purchase Agreement is hereby amended to replace the Seller's contact information for all types of correspondence and notices with the following:

Power County Wind Park North, LLC  
Attn: Moshe Bondar  
c/o CG Power Solutions USA Inc  
403 New Karner Road  
Albany, NY 12205  
Phone: (518) 452-7718  
Fax: (518) 452-7716

7. Amendment to Exhibit A, Description of Seller's Facility. Exhibit A to the Power Purchase Agreement is hereby replaced in its entirety with Attachment 1 to this First Amendment, attached hereto.

8. Amendment to Exhibit B, Single-line drawing of Facility. Exhibit B to the Power Purchase Agreement is hereby amended to replace the single-line drawing of the Facility in its entirety with the single-line drawing of the Facility in **Attachment 2** to this First Amendment, attached hereto.

9. Amendment to Exhibit D, Energy Delivery Schedule. Exhibit D to the Power Purchase Agreement is hereby amended to replace the Energy Delivery Schedule table with the following:

<b>Power County Wind Park North, LLC</b>		
<b>Month</b>	<b>Scheduled Monthly Energy Delivery [kWh]</b>	<b>Average kW per month</b>
<b>January</b>	6,240,784	8,388
<b>February</b>	5,489,913	8,170
<b>March</b>	6,524,876	8,770
<b>April</b>	5,387,788	7,483
<b>May</b>	4,733,589	6,362
<b>June</b>	4,421,139	6,140
<b>July</b>	3,151,598	4,236
<b>August</b>	3,099,258	4,166
<b>September</b>	4,014,170	5,575
<b>October</b>	4,723,844	6,349
<b>November</b>	5,827,121	8,093
<b>December</b>	6,425,870	8,637
<b>TOTAL</b>	<b>60,039,952</b>	<b>6,864</b>

10. Amendment to Exhibit F-1, Motive Force Plan. Exhibit F-1 to the Power Purchase Agreement is hereby amended to replace in the first sentence “Windland has collected wind data” with “Wind data has been collected” and to replace the 12 x 24 production table with the following:

**12 X 24 production [kWh] for Power County Wind Park North**

<b>(MST)</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>0</b>	8438	8943	8931	7815	6702	6502	4993	4758	6793	7081	9052	9320
<b>1</b>	8757	8298	9101	7727	6420	6455	4649	4397	6611	6375	8874	9267
<b>2</b>	9000	8395	9242	7586	6432	6106	4340	4631	6192	6796	8382	8545
<b>3</b>	9022	8380	9145	7335	6312	5948	4068	4353	5898	6637	7687	8106
<b>4</b>	8824	8425	9074	7278	5962	5733	3751	3608	5638	6699	7105	8218
<b>5</b>	8928	8879	9463	7137	5835	5886	3083	3499	5515	6338	7204	8083
<b>6</b>	8581	8691	8946	6741	5307	5275	3492	3244	5230	6533	7596	8363

(MST)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	8569	8576	8429	6541	4914	5018	2902	3305	4541	5946	6961	8481
8	8511	8614	8136	6446	4777	4945	2401	2736	4064	5652	7128	8515
9	8658	8736	8091	6170	5352	5024	2696	2638	4016	5243	7459	8577
10	8230	8283	8984	7038	5827	5145	3134	2600	3780	5024	7231	8520
11	8021	7831	9716	7588	6299	5722	3074	2962	3872	5258	7569	8055
12	7726	7741	9636	7756	6540	5925	3439	3824	4301	5354	7670	8090
13	7599	7495	9551	7989	6665	6384	3986	3743	5183	6085	7598	7522
14	7113	7311	8940	7566	6981	6818	4504	4667	5472	6149	7654	7984
15	7417	6919	9102	7665	7207	7287	5177	4894	5705	6304	7404	7758
16	7705	6975	8804	7413	7169	7632	4971	5223	5500	6852	7666	8407
17	8304	7066	8076	7832	6719	7012	5166	4603	5173	6568	8278	9262
18	8052	7591	8205	7755	6464	6535	5151	4596	6086	7086	9030	9396
19	8283	7819	8087	7854	6817	5781	5086	4755	6501	7337	9275	9340
20	8631	8195	7931	7985	7220	6548	5597	5249	6959	6946	9074	9348
21	8790	8889	8136	7914	7480	6587	5480	5608	6908	7071	9357	9357
22	9381	8958	8451	8366	6905	6626	5278	5226	6694	6695	9545	9168
23	8777	9058	8305	8096	6390	6478	5248	4857	7173	6353	9438	9605

11. Amendment to Exhibit F-2, Engineer's Certification. Exhibit F-2 to the Power Purchase Agreement is hereby replaced in its entirety with Attachment 3 to this First Amendment, attached hereto.

12. Amendment to Exhibit H, Seller Authorization to Release Generation Data to PacifiCorp. Exhibit H to the Power Purchase Agreement is hereby replaced in its entirety with Attachment 4 to this First Amendment, attached hereto.

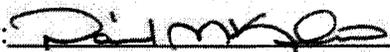
13. Amendment to Addendum L, Station Load, Losses, and Net Output Allocation. Addendum L to the Power Purchase Agreement is hereby amended to replace each instance of "Windland Power County Projects" with "Power County Projects".

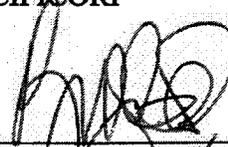
All other terms and conditions set forth in the Power Purchase Agreement shall remain unchanged. This First Amendment may be executed in counterparts. This First Amendment shall become effective after execution by both Parties and after approval by the Commission; *provided*, however, this First Amendment shall not become effective until the Commission finds that the payments made under the Power Purchase Agreement (with changes under the First Amendment) are prudently incurred for ratemaking purposes and which payments the Commission will allow PacifiCorp to recover in rates in Idaho in the event other jurisdictions deny recovery of their proportionate share of said expenses. PacifiCorp shall seek such Commission approval promptly upon execution of this First Amendment.

Within 30 days after this First Amendment becomes effective, PacifiCorp shall prepare a conforming draft of the Power Purchase Agreement incorporating the changes set forth in this First Amendment and transmit a copy thereof to Seller for its records.

IN WITNESS WHEREOF, Seller and PacifiCorp hereto have caused this First Amendment to the Power Purchase Agreement to be executed by their duly authorized representatives as of the first date hereinabove set forth.

POWER COUNTY WIND PARK NORTH, LLC (Seller) PACIFICORP

By:   
Name: David M Klein  
Title: President

By:   
Name: Bruce Griswold  
Title: Director, Shafter  
Origination

**ATTACHMENT 1**

*Replacement*  
**EXHIBIT A**

**DESCRIPTION OF SELLER'S FACILITY**

Seller's Facility consists of nine (9) wind turbine generator(s) manufactured by Nordex. More specifically, each generator at the Facility is described as:

**Type (synchronous or inductive):** Inductive

**Model:** Nordex N100, 2.5 MW  
**Number of Phases:** 3  
**Rated Output (kW):** 2,500

**Rated Output (kVA):** 2630 (2500kW, 822 kVAR), continuous  
**Rated Voltage (line to line):**  
**Rated Current (A):** Stator: \_\_\_\_ A; Rotor: \_\_\_\_ A  
**Maximum kW Output:** 2,500 kW      **Maximum kVA Output:** 2,630 kVA  
**Minimum kW Output:** approximately 100 kW (depends on wind speed)  
**Manufacturer's Guaranteed Cut-in Wind Speed:** 3 m/s  
**Manufacturer's Guaranteed Cut-out Wind Speed:** 20 m/s

---

**Facility Capacity Rating:** 22,500 kW  
**Maximum Facility Delivery Rate:** 22,500 kW at  
**Maximum GIA Delivery Rate:** tbd kW [specify whether rate is instantaneous or hour-averaged]

---

Describe (1) any differences between the maximum output of the generator(s) and their Nameplate Capacity Rating(s) and (2) any differences between the Facility Capacity Rating, the Maximum Facility Delivery Rate, and the Maximum GIA Delivery Rate:

---

**Station service requirements, and other loads served by the Facility, if any, are described as follows:** Station Service is estimated to be 220kW, line losses and transformer losses are estimated to be 1,100 kW.

**Location of the Facility:** The Facility is located in Power County, Idaho. The location is more particularly described as follows:

North: T8S, R31E, Section 13 and T8S, R31E, Sections 6,7,8,17,18

**Power factor requirements:** tbd in GIA

Attach documentation of the power curve for the generator (see below)

**Power Curves Nordex N100/2500**

Wind speed $V_{hub}$ [m/s]	Power $P_m$ [kW] at air density $\rho$ [kg/m <sup>3</sup> ]					
	1.000	1.025	1.050	1.075	1.100	1.125
3.0	1	1	1	1	1	1
3.5	33	35	36	38	39	40
4.0	79	81	84	86	89	91
4.5	136	140	144	148	152	156
5.0	205	211	216	222	228	233
5.5	286	294	302	309	317	325
6.0	381	391	401	411	421	432
6.5	490	504	517	530	543	556
7.0	618	634	651	667	684	700
7.5	764	785	805	825	846	866
8.0	931	955	980	1004	1028	1052
8.5	1114	1143	1172	1200	1229	1258
9.0	1312	1346	1380	1414	1447	1481
9.5	1525	1564	1603	1642	1681	1720
10.0	1749	1794	1839	1884	1928	1971
10.5	1982	2024	2063	2101	2139	2175
11.0	2173	2207	2237	2267	2297	2325
11.5	2318	2341	2363	2385	2407	2427
12.0	2415	2433	2446	2460	2474	2485
12.5	2476	2484	2489	2494	2498	2500
13.0	2499	2500	2500	2500	2500	2500
13.5	2500	2500	2500	2500	2500	2500
14.0	2500	2500	2500	2500	2500	2500
14.5	2500	2500	2500	2500	2500	2500
15.0	2500	2500	2500	2500	2500	2500
15.5	2500	2500	2500	2500	2500	2500
16.0	2500	2500	2500	2500	2500	2500
16.5	2500	2500	2500	2500	2500	2500
17.0	2500	2500	2500	2500	2500	2500
17.5	2500	2500	2500	2500	2500	2500
18.0	2500	2500	2500	2500	2500	2500
18.5	2500	2500	2500	2500	2500	2500
19.0	2500	2500	2500	2500	2500	2500
19.5	2500	2500	2500	2500	2500	2500
20.0	2500	2500	2500	2500	2500	2500
20.5 *	2500	2500	2500	2500	2500	2500
21.0 *	2500	2500	2500	2500	2500	2500
21.5 *	2500	2500	2500	2500	2500	2500
22.0 *	2500	2500	2500	2500	2500	2500
22.5 *	2500	2500	2500	2500	2500	2500
23.0 *	2500	2500	2500	2500	2500	2500
23.5 *	2500	2500	2500	2500	2500	2500
24.0 *	2500	2500	2500	2500	2500	2500
24.5 *	2500	2500	2500	2500	2500	2500
25.0 *	2500	2500	2500	2500	2500	2500

\* valid for N100/2500 IEC IIa with a cut-out wind speed of 25 m/s only

The Nordex N100 turbines used at Power County Wind Park North will have a cut-out wind speed of 20 m/s.

## **ATTACHMENT 2**

**Replacement single line drawing of Facility is attached.**



**ATTACHMENT 3**

*Replacement*  
**EXHIBIT F-2**

**ENGINEER'S CERTIFICATION**

(1) THAT THE WIND DATA SUMMARIES IN EXHIBIT F-1 ARE ACCURATE;

\_\_\_\_\_ [Licensed Professional Engineer's certification]

(2) THAT THE AVERAGE ANNUAL NET OUTPUT ESTIMATE IS 60,039,952 KWH PER YEAR IN EACH FULL CALENDAR YEAR OF THIS AGREEMENT BASED ON THE MOTIVE FORCE PLAN IN EXHIBIT F-1;

\_\_\_\_\_ [Licensed Professional Engineer's certification]

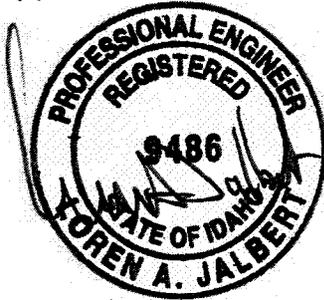
(3) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.

\_\_\_\_\_ [Licensed Professional Engineer's certification]

*Replacement*  
**EXHIBIT F-2**

**ENGINEER'S CERTIFICATION**

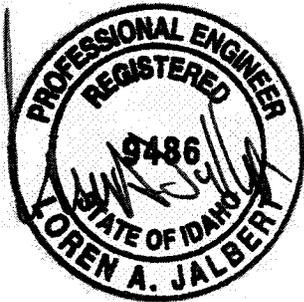
(1) THAT THE WIND DATA SUMMARIES IN EXHIBIT F-1 ARE ACCURATE;



6/13/11

\_\_\_\_\_[Licensed Professional Engineer's certification]

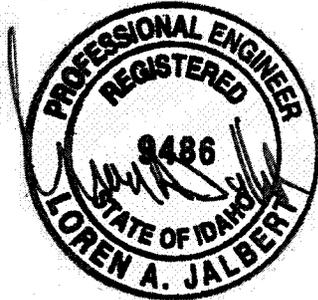
(2) THAT THE AVERAGE ANNUAL NET OUTPUT ESTIMATE IS 60,039,952 KWH PER YEAR IN EACH FULL CALENDAR YEAR OF THIS AGREEMENT BASED ON THE MOTIVE FORCE PLAN IN EXHIBIT F-1;



6/13/11

\_\_\_\_\_[Licensed Professional Engineer's certification]

(3) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.



6/13/11

\_\_\_\_\_[Licensed Professional Engineer's certification]

**ATTACHMENT 4**

*Replacement*  
**EXHIBIT H**

**Seller Authorization to Release Generation Data to PacifiCorp**

PacifiCorp  
Transmission Services  
Attn: Director, Transmission Services  
825 NE Multnomah, Suite 1600  
Portland, OR 97232

**RE: Power County Wind Park North LLC Interconnection Request**

Dear Sir:

Power County Wind Park North, LLC hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Power County Wind Park North, LLC's generator interconnection information and generator meter data relating to Power County Wind Park North, LLC Qualifying Facility located near the town of American Falls, Power County, Idaho with Marketing Affiliate employees of PacifiCorp Energy, including, but not limited to those in the Commercial and Trading group. Power County Wind Park North, LLC acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

  
\_\_\_\_\_

Date: 6/8/11

Name: David Klein  
Title: President, Power County Wind Park North, LLC

**FIRST AMENDMENT TO POWER PURCHASE AGREEMENT  
BETWEEN POWER COUNTY WIND PARK SOUTH, LLC AND PACIFICORP**

**Recitals**

On August 18, 2010, Power County Wind Park South, LLC, a Delaware limited liability company ("Seller") and PacifiCorp, an Oregon corporation, entered into their *Power Purchase Agreement Between Power County Wind Park South, LLC and PacifiCorp*. ("**Power Purchase Agreement**") concerning the sale and purchase of net output from Seller's planned 21,780 kW wind Qualifying Facility, to be located in Power County, Idaho. On October 6, 2010, the Idaho Public Utilities Commission, in Order No. 32084, approved the Power Purchase Agreement and found payments made under the Power Purchase Agreement to be prudently incurred expenses for ratemaking purposes.

The Power Purchase Agreement contemplates that Seller's Facility will include 12 Vestas V100 1.8 MW turbines. However Seller desires to instead install 9 Nordex N100 2.5 MW turbines. The proposed substitution will result in changes to the Facility's energy production parameters. PacifiCorp does not object to the substitution.

Seller also desires to amend the PPA to reflect its restructuring of ownership of the Interconnection Facilities used by Seller and Power County Wind Park North, LLC and a change in ownership of Seller.

**THEREFORE, PACIFICORP AND SELLER HEREBY AGREE AS FOLLOWS:**

This First Amendment to Power Purchase Agreement (Renewable Energy) between Power County Wind Park South, LLC and PacifiCorp (this "**First Amendment**") is entered into this 2<sup>nd</sup> day of June, 2011, by and between Seller and PacifiCorp, and amends their August 18, 2010 Power Purchase Agreement. Capitalized terms used and not otherwise defined herein are defined in the Power Purchase Agreement. In consideration of the mutual covenants herein contained, Seller and PacifiCorp amend the Power Purchase Agreement as follows:

1. Amendment to Facility Capacity Rating. Recital A of the Power Purchase Agreement is hereby revised by replacing "an expected Facility Capacity Rating of 21,780 kilowatts" with "an expected Facility Capacity Rating of 22,500 kilowatts."

2. Amendment to Recital B, Interconnection Facilities. Recital B of the Power Purchase Agreement is hereby amended to read in its entirety:

B. Seller has secured rights to deliver output from its Facility to PacifiCorp across interconnection facilities owned by Power County Wind Parks, LLC; Seller, Power County Wind Park North, LLC, and Power County Wind Parks, LLC have agreed to allocate comingled line losses on those interconnection facilities as set forth in **Addendum L**.

3. Amendment to Recital D, Average Annual Net Output. Recital D of the Power Purchase Agreement are hereby amended to replace the Average Annual Net Output of 60,523,733 kWh with 57,129,471 kWh.

4. Amendment to Section 1.68, Wind Turbine. Section 1.68 of the Power Purchase Agreement is hereby amended to replace "Vestas V100, 1.8 megawatt wind turbine" with "Nordex N100, 2.5 megawatt wind turbine" and to replace "12 Wind Turbines" with "9 Wind Turbines".

5. Amendment to Section 4.3.1, Initial Year Energy Delivery Schedule. Section 4.3.1 of the Power Purchase Agreement is hereby amended to replace the Initial Year Energy Delivery Schedule with the following:

<u>Month</u>	<u>Energy Delivery (kWh)</u>
January	6,029,766
February	5,249,424
March	6,268,001
April	5,114,634
May	4,493,293
June	4,165,849
July	2,935,185
August	2,882,123
September	3,788,842
October	4,463,382
November	5,599,675
December	6,139,296

6. Amendment to Section 23, Notices. Section 23 of the Power Purchase Agreement is hereby amended to replace the Seller's contact information for all types of correspondence and notices with the following:

Power County Wind Park South, LLC  
Attn: Moshe Bondar  
c/o CG Power Solutions USA Inc  
403 New Karner Road  
Albany, NY 12205  
Phone: (518) 452-7718  
Fax: (518) 452-7716

7. Amendment to Exhibit A, Description of Seller's Facility. Exhibit A to the Power Purchase Agreement is hereby replaced in its entirety with **Attachment 1** to this First Amendment, attached hereto.

8. Amendment to Exhibit B, Single-line drawing of Facility. Exhibit B to the Power Purchase Agreement is hereby amended to replace the single-line drawing of the Facility in its entirety with the single-line drawing of the Facility in **Attachment 2** to this First Amendment, attached hereto.

9. Amendment to Exhibit D, Energy Delivery Schedule. Exhibit D to the Power Purchase Agreement is hereby amended to replace the Energy Delivery Schedule table with the following:

<b>Power County Wind Park South, LLC</b>		
<b>Month</b>	<b>Scheduled Monthly Energy Delivery [kWh]</b>	<b>Average kW per month</b>
<b>January</b>	6,029,766	8,105
<b>February</b>	5,249,424	7,812
<b>March</b>	6,268,001	8,425
<b>April</b>	5,114,634	7,104
<b>May</b>	4,493,293	6,039
<b>June</b>	4,165,849	5,786
<b>July</b>	2,935,185	3,945
<b>August</b>	2,882,123	3,874
<b>September</b>	3,788,842	5,262
<b>October</b>	4,463,382	5,999
<b>November</b>	5,599,675	7,777
<b>December</b>	6,139,296	8,252
<b>TOTAL</b>	<b>57,129,471</b>	<b>6,532</b>

10. Amendment to Exhibit F-1, Motive Force Plan. Exhibit F-1 to the Power Purchase Agreement is hereby amended to replace in the first sentence “Windland has collected wind data” with “Wind data has been collected” and to replace the 12 x 24 production table with the following:

**12 X 24 production [kWh] for Power County Wind Park South**

<b>(MST)</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>0</b>	8080	8547	8546	7383	6344	6093	4677	4426	6454	6702	8698	8903
<b>1</b>	8426	7923	8710	7282	6220	6044	4362	4098	6260	6041	8530	8834
<b>2</b>	8684	8023	8844	7160	6198	5708	4063	4318	5870	6454	8062	8125
<b>3</b>	8867	8058	8736	6928	6056	5560	3787	4030	5602	6316	7364	7718
<b>4</b>	8650	8086	8713	6886	5586	5369	3475	3319	5334	6380	6951	7827
<b>5</b>	8572	8532	9083	6940	5460	5548	2854	3230	5217	6019	6865	7683
<b>6</b>	8239	8351	8547	6389	4953	4961	3251	2991	4925	6211	7257	7936

(MST)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	8252	8222	8059	6199	4604	4744	2683	3069	4290	5651	6645	8067
8	8498	8223	7794	6116	4486	4670	2212	2518	3831	5360	6815	8128
9	8333	8314	7759	5854	5075	4750	2484	2424	3777	4954	7140	8166
10	7914	7873	8659	6675	5509	4860	2905	2381	3550	4747	7073	8102
11	7705	7448	9311	7245	5968	5399	2841	2707	3637	4992	7255	7686
12	7421	7366	9221	7387	6209	5600	3175	3512	4033	5036	7512	7884
13	7296	7155	9149	7598	6344	6038	3683	3452	4881	5701	7432	7188
14	6802	6932	8916	7170	6653	6451	4193	4329	5158	5774	7297	7780
15	7114	6592	8688	7437	6839	6893	4826	4540	5375	5924	7059	7567
16	7417	6665	8389	7015	6801	7223	4652	4859	5169	6462	7484	8002
17	8012	6919	7680	7454	6376	6652	4820	4526	4851	6157	7875	8850
18	7719	7233	7802	7333	6143	6161	4828	4290	5710	6675	8627	8982
19	7969	7470	7883	7436	6467	5437	4737	4440	6114	6916	8860	8928
20	8464	7801	7730	7540	6831	6169	5218	4902	6573	6512	8699	8922
21	8629	8482	7760	7482	7101	6192	5104	5218	6523	6679	8936	8886
22	9029	8602	8068	7917	6541	6237	4943	4873	6349	6337	9137	8731
23	8416	8663	8148	7662	6183	6105	4910	4519	6811	5981	9083	9145

11. Amendment to Exhibit F-2, Engineer's Certification. Exhibit F-2 to the Power Purchase Agreement is hereby replaced in its entirety with **Attachment 3** to this First Amendment, attached hereto.

12. Amendment to Exhibit H, Seller Authorization to Release Generation Data to PacifiCorp. Exhibit H to the Power Purchase Agreement is hereby replaced in its entirety with **Attachment 4** to this First Amendment, attached hereto.

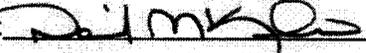
13. Amendment to Addendum L, Station Load, Losses, and Net Output Allocation. Addendum L to the Power Purchase Agreement is hereby amended to replace each instance of "Windland Power County Projects" with "Power County Projects".

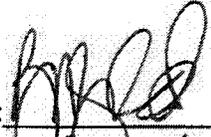
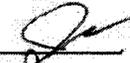
All other terms and conditions set forth in the Power Purchase Agreement shall remain unchanged. This First Amendment may be executed in counterparts. This First Amendment shall become effective after execution by both Parties and after approval by the Commission; *provided*, however, this First Amendment shall not become effective until the Commission finds that the payments made under the Power Purchase Agreement (with changes under the First Amendment) are prudently incurred for ratemaking purposes and which payments the Commission will allow PacifiCorp to recover in rates in Idaho in the event other jurisdictions deny recovery of their proportionate share of said expenses. PacifiCorp shall seek such Commission approval promptly upon execution of this First Amendment.

Within 30 days after this First Amendment becomes effective, PacifiCorp shall prepare a conforming draft of the Power Purchase Agreement incorporating the changes set forth in this First Amendment and transmit a copy thereof to Seller for its records.

IN WITNESS WHEREOF, Seller and PacifiCorp hereto have caused this First Amendment to the Power Purchase Agreement to be executed by their duly authorized representatives as of the first date hereinabove set forth.

POWER COUNTY WIND PARK SOUTH, LLC (Seller)    PACIFICORP

By:   
Name: David Klein  
Title: President

By:    
Name: Bruce Griswold  
Title: Director, Short-Term  
Organization

**ATTACHMENT 1**

*Replacement*  
**EXHIBIT A**

**DESCRIPTION OF SELLER'S FACILITY**

Seller's Facility consists of nine (9) wind turbine generator(s) manufactured by Nordex. More specifically, each generator at the Facility is described as:

**Type (synchronous or inductive):** Inductive

**Model:** Nordex N100, 2.5 MW  
**Number of Phases:** 3  
**Rated Output (kW):** 2,500

**Rated Output (kVA):** 2630 (2500kW, 822 kVAR), continuous

**Rated Voltage (line to line):**

**Rated Current (A):** Stator: \_\_\_\_\_ A; Rotor: \_\_\_\_\_ A

**Maximum kW Output:** 2,500 kW      **Maximum kVA Output:** 2,630 kVA

**Minimum kW Output:** approximately 100 kW (depends on wind speed)

**Manufacturer's Guaranteed Cut-in Wind Speed:** 3 m/s

**Manufacturer's Guaranteed Cut-out Wind Speed:** 20 m/s

---

**Facility Capacity Rating:** 22,500 kW

**Maximum Facility Delivery Rate:** 22,500 kW at

**Maximum GIA Delivery Rate:** tbd kW [specify whether rate is instantaneous or hour-averaged]

---

Describe (1) any differences between the maximum output of the generator(s) and their Nameplate Capacity Rating(s) and (2) any differences between the Facility Capacity Rating, the Maximum Facility Delivery Rate, and the Maximum GIA Delivery Rate:

---

**Station service requirements, and other loads served by the Facility, if any, are described as follows:** Station Service is estimated to be 220kW, line losses and transformer losses are estimated to be 1,100 kW.

**Location of the Facility:** The Facility is located in Power County, Idaho. The location is more particularly described as follows:

South: T8S, R31E, Sections 19, 20, 29 & 30

**Power factor requirements:** tbd in GIA

Attach documentation of the power curve for the generator (see below)

**Power Curves Nordex N100/2500**

Wind speed $v_{ws}$ [m/s]	Power $P_{el}$ [kW] at air density $\rho$ [kg/m <sup>3</sup> ]					
	1.000	1.025	1.050	1.075	1.100	1.125
3.0	1	1	1	1	1	1
3.5	33	35	36	38	39	40
4.0	79	81	84	86	89	91
4.5	136	140	144	148	152	156
5.0	205	211	216	222	228	233
5.5	286	294	302	309	317	325
6.0	381	391	401	411	421	432
6.5	490	504	517	530	543	556
7.0	618	634	651	667	684	700
7.5	764	785	805	825	846	866
8.0	931	955	980	1004	1028	1052
8.5	1114	1143	1172	1200	1229	1258
9.0	1312	1346	1380	1414	1447	1481
9.5	1525	1564	1603	1642	1681	1720
10.0	1749	1794	1839	1884	1928	1971
10.5	1982	2024	2063	2101	2139	2175
11.0	2173	2207	2237	2267	2297	2325
11.5	2316	2341	2363	2385	2407	2427
12.0	2415	2433	2446	2460	2474	2485
12.5	2476	2484	2489	2494	2498	2500
13.0	2499	2500	2500	2500	2500	2500
13.5	2500	2500	2500	2500	2500	2500
14.0	2500	2500	2500	2500	2500	2500
14.5	2500	2500	2500	2500	2500	2500
15.0	2500	2500	2500	2500	2500	2500
15.5	2500	2500	2500	2500	2500	2500
16.0	2500	2500	2500	2500	2500	2500
16.5	2500	2500	2500	2500	2500	2500
17.0	2500	2500	2500	2500	2500	2500
17.5	2500	2500	2500	2500	2500	2500
18.0	2500	2500	2500	2500	2500	2500
18.5	2500	2500	2500	2500	2500	2500
19.0	2500	2500	2500	2500	2500	2500
19.5	2500	2500	2500	2500	2500	2500
20.0	2500	2500	2500	2500	2500	2500
20.5 *	2500	2500	2500	2500	2500	2500
21.0 *	2500	2500	2500	2500	2500	2500
21.5 *	2500	2500	2500	2500	2500	2500
22.0 *	2500	2500	2500	2500	2500	2500
22.5 *	2500	2500	2500	2500	2500	2500
23.0 *	2500	2500	2500	2500	2500	2500
23.5 *	2500	2500	2500	2500	2500	2500
24.0 *	2500	2500	2500	2500	2500	2500
24.5 *	2500	2500	2500	2500	2500	2500
25.0 *	2500	2500	2500	2500	2500	2500

\* valid for N100/2500 IEC IIa with a cut-out wind speed of 25 m/s only

The Nordex N100 turbines used at Power County Wind Park South will have a cut-out wind speed of 20 m/s.

## **ATTACHMENT 2**

**Replacement single line drawing of Facility is attached.**



**ATTACHMENT 3**

*Replacement*  
**EXHIBIT F-2**

**ENGINEER'S CERTIFICATION**

(1) THAT THE WIND DATA SUMMARIES IN EXHIBIT F-1 ARE ACCURATE;

\_\_\_\_\_ [Licensed Professional Engineer's certification]

(2) THAT THE AVERAGE ANNUAL NET OUTPUT ESTIMATE IS 57,129,471 KWH PER YEAR IN EACH FULL CALENDAR YEAR OF THIS AGREEMENT BASED ON THE MOTIVE FORCE PLAN IN EXHIBIT F-1;

\_\_\_\_\_ [Licensed Professional Engineer's certification]

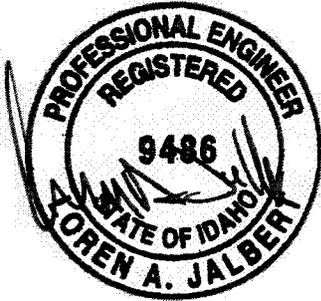
(3) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.

\_\_\_\_\_ [Licensed Professional Engineer's certification]

Replacement  
EXHIBIT F-2

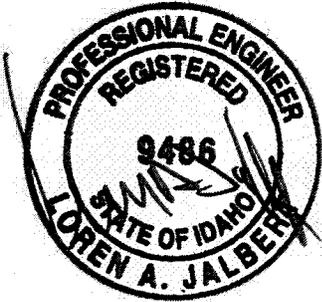
ENGINEER'S CERTIFICATION

(1) THAT THE WIND DATA SUMMARIES IN EXHIBIT F-1 ARE ACCURATE;



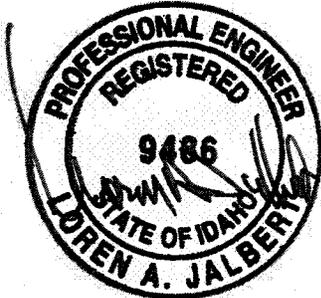
\_\_\_\_\_[Licensed Professional Engineer's certification]

(2) THAT THE AVERAGE ANNUAL NET OUTPUT ESTIMATE IS 57,129,471 KWH PER YEAR IN EACH FULL CALENDAR YEAR OF THIS AGREEMENT BASED ON THE MOTIVE FORCE PLAN IN EXHIBIT F-1;



\_\_\_\_\_[Licensed Professional Engineer's certification]

(3) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.



\_\_\_\_\_[Licensed Professional Engineer's certification]

**ATTACHMENT 4**

*Replacement*  
**EXHIBIT H**

**Seller Authorization to Release Generation Data to PacifiCorp**

PacifiCorp  
Transmission Services  
Attn: Director, Transmission Services  
825 NE Multnomah, Suite 1600  
Portland, OR 97232

**RE: Power County Wind Park South LLC Interconnection Request**

Dear Sir:

Power County Wind Park South, LLC hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Power County Wind Park South, LLC's generator interconnection information and generator meter data relating to Power County Wind Park South, LLC Qualifying Facility located near the town of American Falls, Power County, Idaho with Marketing Affiliate employees of PacifiCorp Energy, including, but not limited to those in the Commercial and Trading group. Power County Wind Park South, LLC acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

  
Name: David Klein  
Title: President, Power County Wind Park South, LLC

Date: 6/8/11