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IDAHO PUBLIC
UTILITIES COMMISSION

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December 12, 2006

VIA E-MAIL

Scott Woodbury
Idaho Public Utilities Commission
472 West Washington
Boise, ID 83702-5983

Re: Case No. PAC-E-06-09 – Approval of an Electric Service Agreement with Monsanto Company

Dear Mr. Woodbury:

Pursuant to our telephone conversation yesterday, please replace page 4 of the Monsanto Electric Service Agreement with the attached page 4. The only change is in the last sentence of Section 2.2, where the words “after (January 1, 2008)” are deleted, and a new sentence is added at the end of Section 2.2. This change reflects the parties’ true intent and is consistent with the Application of PacifiCorp describing the Agreement. I am authorized to state that counsel for Monsanto agrees with this change. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Dean Brockbank". The signature is written in black ink and is positioned above the printed name and title.

Dean S. Brockbank
Sr. Counsel

cc: Randy Budge

1.15 WECC means the Western Electricity Coordinating Council or a successor organization which assumes essentially the same functions as the Western Electricity Coordinating Council.

Section 2: Term; Reopeners

2.1 Term. The initial term of this Agreement shall be for a period of three (3) years commencing on January 1, 2007 and ending at 2400 hours on December 31, 2009 (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year terms unless and until either party gives not less than 180 days written notice of termination. Such notice may be given at any time to terminate the Agreement at the end of the Initial Term or the end of any annual renewal year. After the Termination Date PacifiCorp shall continue to provide any electric service to Monsanto as specified in Idaho Electric Service Schedule No. 400 or its successor then in effect until such time as the Commission establishes or approves other terms and conditions and prices.

2.2 Reopeners and Price Adjustments. The charges specified in Section 4.1 of this Agreement shall be adjusted so that the charges equal the Commission-approved rates applicable to Monsanto, including, but not limited to, customer charges, demand charges, energy charges, surcharges, and credits, as specified in Idaho Electric Service Schedule No. 400 or its successor. Adjustments to the charges in Section 4.1 of this Agreement shall become effective on the effective date of any adjustment to Electric Service Schedule No. 400 resulting from any general rate case or other filing by PacifiCorp. Provided, however, that no adjustment to Electric Service Schedule No. 400 shall go into effect prior to January 1, 2008.

2.2.1 This Agreement may be reopened and modified by the Commission, upon application of either PacifiCorp or Monsanto, in the following events: (i) direct access to wholesale electricity markets is implemented in the state of Idaho and available to Monsanto; or (ii) the WECC amends the quantity or requirements of either the contingency reserve or frequency response reserve component of Operating Reserves or otherwise modifies Operating Reserves requirements in a manner that materially affects the availability or valuation of Operating Reserves under this Agreement.