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IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

In the Matter of the Application of) Case No. PAC-E-07-05
PacifiCorp, dba Rocky Mountain Power)
for Approval of an Electric Service) ATTORNEY'S CERTIFICATE
Agreement with Monsanto Company.)
_____)

STATE OF IDAHO)
: SS
COUNTY OF BANNOCK)

Randall C. Budge, being first duly sworn under oath, deposes and states that the following is true and correct to the best of his knowledge, information and belief, to-wit:

1. I am now and was at all times mentioned herein a duly licensed attorney in good standing under the laws of the State of Idaho and hold Idaho State Bar License No. 1949. I am a partner in the firm of Racine, Olson, Nye, Budge & Bailey, Chartered, 201 E. Center, Pocatello, Idaho. I am the attorney of record for Monsanto Company ("Monsanto").

2. For several years I have represented Monsanto in various regulatory, litigation and other matters pertaining to the business and operation of the Soda Springs Plant. Accordingly, I am familiar with certain documents, data, information, studies and other material relating to the production, use and marketing of elemental phosphorus that are claimed to be trade secrets, proprietary and of a confidential nature (herein referred to as "Confidential Information").

3. On November 5, 2007 PacifiCorp and Monsanto entered into a new Electric Service Agreement to become effective January 1, 2007. On June 28, 2007, PacifiCorp, Monsanto, the Idaho Public Utilities Commission Staff, the Idaho Irrigation Pumpers Association and Agrium and other parties entered into a Protective Agreement to protect the Confidential Information.

4. On November 6, 2007, PacifiCorp filed a Stipulation for the purpose of seeking approval by the Idaho Public Utilities Commission ("Commission") of a Settlement entered into between all parties. The Stipulation, among other things, provides for a new Electric Service Agreement with Monsanto Company to be effective January 1, 2008. The Electric Service Agreement between Monsanto and PacifiCorp will be filed with the Application as "Confidential Information" on yellow-colored paper pursuant to the Protective Agreement. This Attorney's Certificate is submitted pursuant to paragraph 1(a) of the Protective Agreement to set forth Monsanto's claim of confidentiality with respect to material that is protected by law from public disclosure.

5. Monsanto claims as Confidential Information the following:

(A) The Interruptible Credit in dollars per kW of interruptible power set forth in paragraph 4.1.2 of the Electric Service Agreement and Tariff Schedule 400;

(B) The furnace sizes available for operating reserve, system integrity and economic curtailment interruptions set forth in Exhibits A and B attached to the Electric Service Agreement.

6. Phosphorus is a commodity that is produced and sold on a global market that is extremely competitive. Chinese production has certain production cost advantages and poses a substantial threat to the viability of the Soda Springs Plant. The disclosure of Confidential

Information of Monsanto, particularly phosphorus production costs and quantities to the Chinese and other competitors, would severely damage Monsanto's competitive positions.

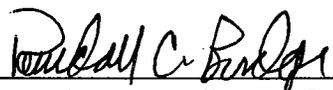
7. Electricity is the largest single cost of producing phosphorus at Monsanto's Soda Springs Plant. The quantity produced and cost per pound directly relate to the cost and amount of electricity utilized. Accordingly, within the meaning of I.C. 48-801(5), it is my opinion that the net cost of electricity after the interruptible credit and furnace size in MW available for interruption are trade secret information, methods and processes that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

8. Except for the interruptible credit and furnace size claimed as Confidential Information as discussed above, the remaining terms of the Electric Service Agreement are not considered to be trade secrets or Confidential Information. Accordingly, a copy of the Electric Service Agreement will be made available and filed with only the interruptible credit and furnace size redacted as Confidential Information.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

DATED this 5th day of November, 2007.

RACINE, OLSON, NYE, BUDGE &
BAILEY, CHARTERED

By  _____
RANDALL C. BUDGE

SUBSCRIBED AND SWORN TO before me this 5th day of November, 2007.



A handwritten signature in cursive script, appearing to read "Nancy S. Jensen", written over a horizontal line.

NOTARY PUBLIC FOR IDAHO.

Residing at Pocatello. MIDDLETON, ID

My Commission Expires 8/18/2006. 1/25/2012

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of November, 2007, I mailed by U.S. Mail, postage prepaid, a true and correct copy of the foregoing document to each of the following:

Jean M. Jewell, Secretary (original and 9 copies) (Overnight Mail)
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