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IDAHO PUBLIC
UTILITIES COMMISSION

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Attorneys for Rocky Mountain Power

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)
OF ROCKY MOUNTAIN POWER FOR) CASE NO. PAC-E-08-02
AN ACCOUNTING ORDER TO)
ESTABLISH A REGULATORY ASSET) ATTORNEY'S CERTIFICATE CLAIM OF
) CONFIDENTIALITY FOR EXHIBITS IN
) SUPPORT OF APPLICATION

JOHN R. HAMMOND, being first duly sworn upon oath, deposes and states as follows:

1. I am one of the attorneys for Rocky Mountain Power in this proceeding.
2. I make this certification and claim of confidentiality pursuant to Idaho Commission

Rule of Procedure 67 because the Company through certain exhibits and supporting work papers is

ATTORNEY'S CERTIFICATE CLAIM OF CONFIDENTIALITY FOR EXHIBITS IN
SUPPORT OF APPLICATION - 1

ORIGINAL

disclosing information that is CONFIDENTIAL and constitutes TRADE SECRETS as defined by Idaho Code §§ 9-340 and 48-801 and protected under Commission Rules of Procedure 67 and 233.

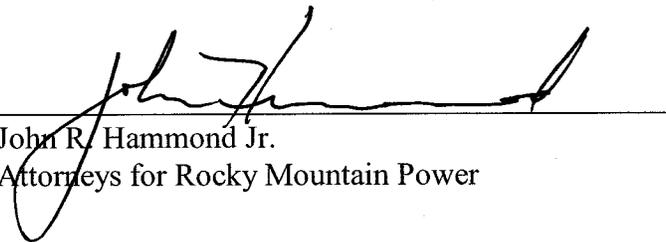
3. The confidential exhibits that the Company is submitting in support of its Application for an Accounting Order to Establish a Regulatory Asset will be marked as "CONFIDENTIAL" and will be submitted on colored paper under separate cover.

4. These exhibits are claimed as confidential because they pertain to the Company's proposed transaction to purchase a generation plant (the "Proposed Transaction") to be used in its operations. Specifically, these exhibits contain commercially sensitive and confidential business information that is of significant commercial value and which could expose the Company and the counterparty in the Proposed Transaction to competitive injury if disclosure is unrestricted. Unrestricted disclosure of this information could also be detrimental to the Company's customers and future resource acquisition plans.

5. I am of the opinion that this information is "CONFIDENTIAL" as defined by Idaho Code §§ 9-340 and 48-801, should therefore be protected from public inspection, examination and copying, and should be utilized only in accordance with the terms of a protective agreement substantially in the form of Attachment 1.

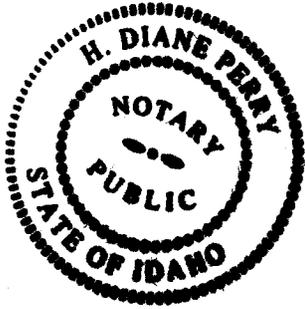
FURTHER YOUR AFFIANT SAITH NAUGHT.

DATED This 15th day of April, 2008.



John R. Hammond Jr.
Attorneys for Rocky Mountain Power

SUBSCRIBED AND SWORN TO before me this 15th day of April, 2008



H. Diane Perry

Notary Public for Idaho
Commission Expires 5/17/08

ATTACHMENT 1
FORM OF PROTECTIVE AGREEMENT

John R. Hammond, Jr. ISB # 5470
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Attorneys for Rocky Mountain Power

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)
OF ROCKY MOUNTAIN POWER FOR) CASE NO. PAC-E-08-02
AN ACCOUNTING ORDER TO)
ESTABLISH A REGULATORY ASSET) PROTECTIVE AGREEMENT
)
)

1. **WHEREAS**, Rocky Mountain Power, a division of PacifiCorp, (“Providing Party”), the Idaho Public Utilities Commission Staff (“Staff”) and the undersigned parties (hereinafter jointly referred to as “Participating Parties”) anticipate that they may make requests to provide, or make available for review, certain information considered by its custodian to be of a trade secret, privileged or confidential nature in the above referenced docket (hereinafter “Proceedings”), and

2. **WHEREAS**, Rocky Mountain Power and Participating Parties agree that entering into a Protective Agreement will expedite the production of documents; will afford the necessary

protection to valuable confidential, trade secret, and business information; will also afford protection to Rocky Mountain Power and the Participating Parties' employees and/or representatives in the Proceedings who might review the information and subsequently be requested to reveal its contents by setting forth clear cut parameters for use of Confidential Information, and will protect Confidential Information which might be provided during the course of the Proceedings, now therefore,

IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. (a) **Confidential Information.**

All documents, data, information, studies and other materials furnished pursuant to any requests for information, subpoenas or other modes of discovery (formal or informal), and including depositions, that are claimed to be of a trade secret, proprietary or confidential nature (herein referred to as "Confidential Information") shall be so marked by the party or entity providing the information by stamping the same with a designation indicating its trade secret, proprietary or confidential nature. Access to and review of Confidential Information shall be strictly controlled by the terms of this Agreement.

(b) **Use of Confidential Information.**

All persons who may be entitled to review, or who are afforded access to any Confidential Information by reason of this Agreement shall neither use nor disclose the Confidential Information for purposes of business or competition, or any purpose other than the purpose of preparation for and conduct of the Proceedings, and then solely as contemplated herein, and shall keep the Confidential Information secure as trade secret, confidential or proprietary information and in accordance with the purposes and intent of this Agreement.

(c) **Persons Entitled to Review.**

Access to Confidential Information shall be limited to counsel of the undersigned Participating Parties, employees, experts, agents or representatives of the undersigned parties, or in the case of individual intervenors, the parties themselves, who have executed an Exhibit "A" to this Agreement. Such information will be clearly marked and protected from unauthorized public disclosure.

(d) **Protective Agreement.**

Confidential Information shall not be disclosed to any person who has not signed this Protective Agreement (legal counsel representing Participating Parties) or the form that is attached hereto as Exhibit "A" and incorporated herein. Exhibit "A" requires the person to whom disclosure is to be made to read a copy of this Protective Agreement and to certify in writing that he or she has reviewed the same and has consented to be bound by its terms. A validly executed Exhibit "A" must contain the signatory's full name, permanent address and employer. Such agreement shall be delivered to counsel for the Providing Party, before disclosure is made.

2. (a) **Copies.**

No copies or transcriptions of the Confidential Information shall be made by the recipient except as necessary to make the information available to individuals who have executed an Exhibit "A" to this Protective Agreement.

(b) **Return of Confidential Information.**

Upon request of the Providing Party, all original documents and copies of the Confidential Information shall be returned to the Providing Party within thirty (30) days after the final settlement or conclusion of the Proceedings, including administrative or judicial review thereof.

Unless otherwise ordered, Confidential Information, including transcripts or depositions containing information to which a claim of confidentiality is made, shall remain under seal, shall continue to be subject to the protective requirements of this Agreement, and shall, likewise, be returned to counsel for the Providing Party within thirty (30) days after final settlement or conclusion of the Proceedings, including administrative or judicial review thereof. After return of documents pursuant to this paragraph, and upon request, a written receipt verifying return shall be provided by counsel.

(c) **Return of Notes.**

Any notes maintained by a recipient of Confidential Information which embody or reflect any of the Confidential Information provided under this Agreement shall, upon request of the Providing Party, be either returned to the Providing Party or, at the option of the recipient, destroyed.

3. **Nonwaiver of Objection to Admissibility.**

The furnishing of any document, information, data, study or other materials pursuant to this Protective Agreement shall in no way limit or waive the right of the Providing Party to object to its relevance or admissibility in any proceedings before this Commission.

4. **Challenge to Confidentiality.**

(a) **Initial Challenge.**

This Protective Agreement establishes a procedure for the expeditious handling of information that a party claims is confidential. Any party may challenge the characterization of any information, document, data or study claimed by the Providing Party to be a trade secret, proprietary or confidential information. A party seeking to challenge the confidentiality of any information shall first contact counsel for the Providing Party and attempt to resolve any difference by stipulation. Resolution may include removing the confidential classifications, creating a nonconfidential summary, reformatting the information, etc.

(b) **Subsequent Challenge.**

In the event that the parties cannot agree as to the character of the information challenged, any party challenging the confidentiality may petition the Commission to rule upon the disputed information. The Petition shall be served upon the Commission and all parties to the case. The Petition shall designate with specificity the document or material challenged and state the grounds upon which the subject material are deemed to be non-confidential by the challenging party.

(c) **Challenge Hearing.**

The challenging party shall request that the Commission conduct an in camera proceeding where only those persons duly authorized to have access to such challenged materials under this Protective Agreement shall be present. This hearing shall be commenced no earlier than five (5) business days after serving the Petition on the Providing Party and the Commission. The record of the in camera hearing shall be marked "**CONFIDENTIAL -- Subject to Protective Agreement.**" The transcript of such hearing shall be separately bound, segregated, sealed, and withheld from public inspection by any person not bound by the terms of this Agreement.

(d) **Determination.**

The parties will ask the Commission to issue an Order determining whether any challenged information or material is not properly deemed to be exempt from public disclosure pursuant to the Idaho Public Records Act (*Idaho Code §§ 9-335 et seq.*). If information is found to be not exempt from disclosure, no party shall disclose such challenged material or use it in the public record, or otherwise for at least five (5) business days unless the Providing Party consents to such conduct. This procedure enables the Providing Party to seek a stay or other relief from the Commission's Order removing the restrictions of this Protective Agreement from material claimed to be confidential. Such relief may be sought from the Commission or a court of competent jurisdiction.

5. (a) **Receipt Into Evidence.**

Provision is hereby made for receipt into evidence in these Proceedings of materials claimed to be confidential in the following manner:

(1) If the requesting party intends to use Confidential Information or to make substantive reference to Confidential Information supplied to it under this Protective Agreement, it shall give reasonable prior notice of such intention to the Providing Party and shall provide copies of the used Confidential Information or substantive reference to Confidential Information only to the Providing Party, and such other parties, if any, who have executed this Protective Agreement

(2) One (1) copy of the used Confidential Information or substantive reference to Confidential Information described in paragraph 5(a)(1) shall be placed in the sealed record.

(3) Only one (1) copy of the documents designated to be placed in a sealed record shall be made, which copy shall be supplied by the Providing Party.

(4) The copy of the documents to be placed in the sealed record shall be tendered by counsel for the Providing Party to the Commission, and shall be maintained in accordance with the terms of this Protective Agreement.

(b) **Seal.**

While in the custody of the Commission, materials containing Confidential Information shall be marked "**CONFIDENTIAL**" and shall not be examined by any person except under the conditions set forth in this Agreement, if applicable.

(c) **In Camera Hearing and Transcripts.**

Any Confidential Information that must be orally disclosed at a hearing in the Proceedings shall be offered at an in camera hearing, attended only by persons authorized to have access to the information under this Protective Agreement. Similarly, any transcription of any examination or other reference to Confidential Information (or that portion of the record containing Confidential Information) shall be marked and treated as provided herein for Confidential Information.

(d) **Access to Record.**

Access to sealed testimony, records, and information shall be limited to the Commission and persons who have signed an Exhibit "A" as provided in this Protective Agreement, unless such information is released from the restrictions of this Agreement either through agreement of the parties or after notice to the parties and hearing, pursuant to the order of the Commission and/or the final order of a court having final jurisdiction.

(e) **Appeal.**

Should an appeal be taken, sealed portions of the record in these Proceedings may be forwarded to any court of competent jurisdiction for purposes of an appeal, but under seal as designated herein for the information and use of the court. If a portion of the record is forwarded to a court under seal for the purposes of an appeal, the Providing Party shall be notified which portion of the sealed record has been designated by the appealing party as necessary to the record on appeal.

6. **Return.**

Unless otherwise ordered, Confidential Information, including transcripts of any depositions to which a claim of confidentiality is made, shall remain under seal, shall continue to be subject to the protective requirements of this Protective Agreement, and shall be returned to counsel for the Providing Party within thirty (30) days after final settlement or conclusion of this matter, including administrative or judicial review thereof.

7. **Use in Pleadings.**

Where references to Confidential Information in the sealed record or with the custodian is required in pleadings, briefs, argument, or motions, it shall be by citation to title or exhibit number or some other description that will not disclose the substantive Confidential Information contained therein. Any use of or substantive references to Confidential Information shall be placed in a separate section of the pleading or brief and submitted to the Commission pursuant to Paragraph 5. This sealed section shall be served only on counsel of record who have signed this Protective Agreement or those who have executed the Exhibit "A" attached to this Protective Agreement, and may, in turn, be disclosed by them only to individuals who have likewise executed Exhibit "A."

8. **Summary of Record.**

If deemed necessary by the Commission, the providing parties shall prepare a written summary of the Confidential Information referred to in any Decision or Order to be issued to the public and the parties.

9. This Protective Agreement shall become effective on the date hereof.

DATED this ____ day of April 2008.

ROCKY MOUNTAIN POWER

By: _____

**IDAHO PUBLIC UTILITIES
COMMISSION STAFF**

By: _____
**Deputy Attorney General
Idaho Public Utilities Commission
Attorney for IPUC Staff**

EXHIBIT "A"

I have reviewed the foregoing Protective Agreement dated _____, in
this docket and agree to be bound by the terms and conditions of such Agreement.

Name

Employer or Firm

Business Address

Party

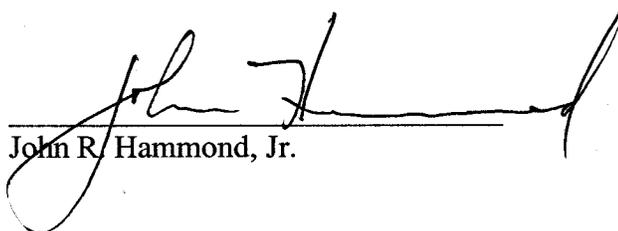
Date

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15 day of April, 2008, a true and correct copy of the foregoing document was served as indicated below:

Jean Jewell, Commission Secretary
Idaho Public Utilities Commission
472 W. Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074
Email: jean.jewell@puc.idaho.gov

- U.S. Mail
- Facsimile
- Overnight Delivery
- Hand Delivery
- Email



John R. Hammond, Jr.