

the net rate to Monsanto in the future. Consequently, we expect the Parties to address interruptible product valuation in the context of a general rate case when Monsanto's cost of service is determined.

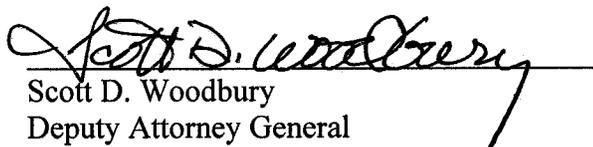
Case No. PAC-E-06-09, Order No. 30197, p. 9. Although this rate case presented the opportunity to consider both Monsanto's cost of service and the value of its interruptible products, PacifiCorp in its rate case filing did not address Interruptible Credits. Nor was its filing returned or dismissed for failing to do so. IDAPA 31.01.01.121.03; 31.01.01.065. Presumably the contract parties Monsanto and PacifiCorp were aware of the Commission's requirement. Despite the omission, the Company's rate case filing satisfies the requirements of Procedural Rule 121 Form and Contents of Application to Change Rates. What is omitted is not necessary for decision. The economic valuation of interruptible products offered by Monsanto to the Company is not entitled at this late date to be included in this case's statutory time line for decision.

Second, introducing this subject at this late date is prejudicial to the parties and the process. The Staff and Intervenor scheduled prefile date for direct testimony is next week, Thursday, October 14, 2010. This case is scheduled for technical hearing beginning November 30, 2010. The current suspension period expires December 28, 2010. Order No. 32001. The Company represents that it is unprepared to extend the suspension period for its rate case.

PacifiCorp electric tariff Schedule 400 is the schedule that reflects the price that Monsanto pays to PacifiCorp for energy. See attached. The Interruptible Credit is not defined in the tariff. The interruptible products Monsanto presently provides PacifiCorp and the economic valuation of same are set out in Monsanto's November 5, 2007 Electric Service Agreement (2008 Agreement) and are defined in a Settlement Stipulation, approved by the Commission in Case No. PAC-E-07-05, Order No. 30482. Part of that information (including the Interruptible Credit) was determined to be confidential and is not available for public review. The December 31, 2010 termination date for Monsanto's 2008 Service Agreement has been looming for months. Staff recommends that the Commission require Monsanto and PacifiCorp to present evidence on the valuation of Monsanto's interruptible products in a new case docket. Let them continue with their confidential discussions and negotiations in conjunction with the separate case and rely on the Commission to decide the issue if they cannot reach agreement.

Pursuant to Commission Rule of Procedure 121.01 PacifiCorp was required to file its complete case (testimony, exhibits, etc.) with its Application to change rates. The Company's rate case Application was filed on May 28, 2010. The Commission should reject the Company's September 30, 2010 supplemental testimony filing in Case No. PAC-E-10-07, establish a separate docket for consideration of Monsanto's interruptible products and the derivation of the interruptible credit and proceed with the Company's case in chief pursuant to established scheduling.

Respectfully submitted this 8th day of October 2010.


Scott D. Woodbury
Deputy Attorney General

bls/N:PAC-E-10-07_sw_Answer



I.P.U.C. No. 1

Fourth Revision of Sheet No. 400.1
Canceling Third Revision of Sheet No. 400.1

ROCKY MOUNTAIN POWER
ELECTRIC SERVICE SCHEDULE NO. 400

STATE OF IDAHO

Special Contract

PURPOSE: The purpose of this Schedule is to describe generally the terms and conditions provided by the Company pursuant to a Special Contract approved by the Idaho Public Utility Commission.

Special Contract Dated May 18, 2006.

Availability

This schedule is available for firm and interruptible retail service of electric power and energy delivered for all service required on the Customer's premises by customers contracting for not less than 150,000 kW as of May 18, 2006 and as provided in the Electric Service Agreement between the two parties.

Term

Initial term through December 31, 2009, then subject to annual renewals. Any electric service PacifiCorp provides to the Customer after the Termination Date shall be on terms and conditions and at prices in accordance with 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.

Monthly Charge

Firm Power and Energy:

Firm Energy Charge: 23.81 mills per kilowatt hour
Customer Charge: \$1,227 per Billing Period
Firm Demand Charge: \$12.27 per kW

Interruptible Power and Energy:

Interruptible Energy Charge: 23.81 mills per kilowatt hour
Interruptible Demand Charge: Firm Demand charge minus Interruptible Credit

(Continued)

Submitted Under Advice No. 09-06

ISSUED: November 30, 2009

EFFECTIVE: January 1, 2010



IDAHO PUBLIC UTILITIES COMMISSION

Approved

Jan. 7, 2008

Effective

Jan. 1, 2008

Per O.N. 30482

Jean D. Jewell Secretary

I.P.U.C. No. 1

First Revision of Sheet No. 400.2
Canceling Original Sheet No. 400.2

ELECTRIC SERVICE SCHEDULE NO. 400 - Continued

Replacement Energy:

Adjusted Index Price multiplied by Replacement Energy.

Adjustment: The charges specified in this Section shall be adjusted January 1, 2009 and 2010 in accordance with the Electric Service Agreement. No other changes shall be made prior to January 1, 2011. This shall be the sole and exclusive means of adjustment to the unit charges contained herein.

Tariff Rates: The Commission approved rates applicable to the Special Contract Customer, 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.

Submitted Under Order No. 30482

ISSUED: December 28, 2007

EFFECTIVE: January 1, 2008

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE THIS 8TH DAY OF OCTOBER 2010, SERVED THE FOREGOING **COMMISSION STAFF ANSWER TO MONSANTO MOTION**, IN CASE NO. PAC-E-10-07, BY E-MAILING A COPY THEREOF TO THE FOLLOWING:

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