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IDAHO PUBLIC
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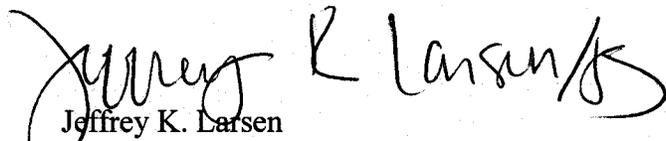
Jean D. Jewell
Commission Secretary
Idaho Public Utilities Commission
472 W. Washington
Boise, ID 83702

**Re: CASE NO. PAC-E-13-07
IN THE MATTER OF THE APPLICATION OF PACIFICORP D/B/A ROCKY
MOUNTAIN POWER FOR APPROVAL OF A POWER PURCHASE
AGREEMENT BETWEEN PACIFICORP AND ST. ANTHONY HYDRO LLC.**

Dear Ms. Jewell:

Enclosed for filing in the above mentioned matter are seven (7) copies of Rocky Mountain Power's application for approval of a purchase power agreement between the company and St. Anthony Hydro LLC. A copy of the Power Purchase Agreement is provided as Confidential Attachment 1, pursuant to Commission Rules of Procedure at Section 67.

Very truly yours,


Jeffrey K. Larsen
Vice President, Regulation and Government Affairs

Enclosures

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Attorney for PacifiCorp

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF)
PACIFICORP d/b/a ROCKY MOUNTAIN POWER) CASE NO. PAC-E-13-07
FOR APPROVAL OF A POWER PURCHASE)
AGREEMENT BETWEEN PACIFICORP AND) APPLICATION
ST. ANTHONY HYDRO, LLC)

APPLICATION FOR A POWER PURCHASE AGREEMENT

COMES NOW, PacifiCorp, d/b/a Rocky Mountain Power (“PacifiCorp” or the “Company”), 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 the Power Purchase Agreement (“PPA”) between PacifiCorp and St. Anthony Hydro, LLC, dated December 20, 2012, under which St. Anthony Hydro would sell and the Company would purchase electricity generated by the St. Anthony Hydro project located in St. Anthony, in Fremont county, Idaho. In support of this Application, the Rocky Mountain Power states as follows:

I. INTRODUCTION

1. Rocky Mountain Power is a division of PacifiCorp. PacifiCorp is an Oregon corporation that provides electric service to retail customers through its Rocky Mountain Power division in the states of Utah, Wyoming, and Idaho, and through its Pacific Power division in the

states of Oregon, California, and Washington. Rocky Mountain Power is a public utility in the state of Idaho and is subject to the Commission's jurisdiction with regard to its public utility operations.

2. St. Anthony Hydro, LLC is an Idaho limited liability company that has made an offer to purchase the St. Anthony Hydroelectric facility from the Company, Case No. PAC-E-13-06. St. Anthony Hydro, (the "Seller") and PacifiCorp, an Oregon corporation, acting in its merchant function capacity ("the Purchaser"), entered the Contract on December 20, 2012. The Seller intends to own, operate and maintain the St. Anthony Hydroelectric facility, including Seller's interconnection facilities, for the generation of electric power located within PacifiCorp's service territory in St. Anthony, Fremont County, Idaho. The expected capacity rating of the St. Anthony Hydroelectric facility is 700-kilowatts (kW).

II. BACKGROUND

3. The Seller intends to own, operate and maintain the St. Anthony Hydroelectric facility as a Qualifying Facility, including Seller's interconnection facilities, for the generation of electric power located within PacifiCorp service territory in St. Anthony, Fremont County, Idaho under the applicable provisions of PURPA and to sell the net output to PacifiCorp in Idaho.

III. THE ENERGY SALES AGREEMENT

4. On December 20, 2012 the Seller entered into a 90-110% Banded Power Purchase Agreement ("Agreement"). Under the terms of the Agreement, St. Anthony Hydro elected to contract with the Company for an approximate twenty year term, expiring November 30, 2033. Except as otherwise provided, PacifiCorp will pay St. Anthony Hydro non-levelized, Conforming Energy or Non-Conforming Energy Purchase Prices for capacity and energy

adjusted for seasonality and On-Peak/Off-Peak Hours in accordance with Commission Order 30480 and Errata to Order 30480.

5. The total nameplate capacity of this Facility is 700 kilowatts. As described in Section 4 of the Agreement, St. Anthony Hydro will be required to provide data on the Facility that PacifiCorp will use to determine whether under normal and/or average conditions: (1) the feasibility that Facility Net Energy will equal or exceed 3,210,000 kWh in each full calendar year for the full term of this Agreement.

6. Paragraph 2.1 of the Agreement provides that the contract will not become effective until: (1) execution of the contract by both parties; (2) the Commission has approved the Agreement; and, (3) closing of the Seller's purchase of the St. Anthony project from PacifiCorp. Commission approval includes the determination that the prices to be paid for energy and capacity are just and reasonable, in the public interest, and that the cost incurred by PacifiCorp for purchasing capacity and energy from St. Anthony Hydro are legitimate expenses, all of which 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.

7. Commercial Operation Date for this Facility is defined as one hundred and eighty (180) days after the effective date of the contract. Various requirements have been placed upon St. Anthony Hydro in order for PacifiCorp to accept energy deliveries from this Facility. PacifiCorp will monitor compliance with these initial requirements. In addition, PacifiCorp will monitor the ongoing requirements through the full term of this Agreement.

8. The Agreement, as signed and submitted to the Commission, contains Non-Levelized Published Avoided Cost Rates in conformity with applicable IPUC orders. All applicable interconnections charges and monthly operation and maintenance charges under the

Generation Interconnection Agreement with PacifiCorp transmission will be assessed to St. Anthony Hydro.

9. A copy of the PPA is provided as Confidential Attachment 1, pursuant to Commission Rules of Procedure at Section 67, the Company and the Seller request in the attached PPA be treated confidential due to the sensitive and competitive nature of the service provisions. Disclosure of the information in the Contract may jeopardize the interests of the Company and the Seller.

IV. COMMUNICATION AND SERVICE OF PLEADINGS

10. Service of pleadings, exhibits, order and other documents relating to this proceeding should be served on the following:

Bruce Griswold
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V. MODIFIED PROCEDURE

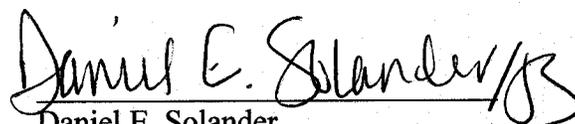
11. Rocky Mountain Power believes that a hearing is not necessary to consider the issues presented herein and respectfully requests that this Application be processed under Modified Procedure: i.e., by written submissions rather than by hearing. RP 201 *et seq.* If, however, the Commission determines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

VI. REQUEST FOR RELIEF

NOW, THEREFORE, based on the foregoing, PacifiCorp respectfully requests that the Commission issue its Order: (1) authorizing that this matter may be processed by Modified Procedure; (2) approve the Power Purchase Agreement between St. Anthony Hydro and PacifiCorp without change or condition; and (3) declare the prices to be paid for energy and capacity are just and reasonable, in the public interest, and that the cost incurred by PacifiCorp for purchasing capacity and energy from St. Anthony Hydro be allowed as prudently incurred expenses for ratemaking, all of which 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.

DATED this 15th day of April, 2013

Respectfully submitted,


Daniel E. Solander
Attorney for PacifiCorp