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201 South Main, Suite 2300  
Salt Lake City, Utah 84111

October 31, 2013

**VIA OVERNIGHT DELIVERY**

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

Attention: Jean D. Jewell  
Commission Secretary

**RE: CASE NO. PAC-E-13-14  
IN THE MATTER OF THE APPLICATION OF PACIFICORP DBA ROCKY  
MOUNTAIN POWER FOR APPROVAL OF AN ELECTRIC SERVICE AGREEMENT  
WITH MONSANTO COMPANY**

Pursuant to Order No. 32910 please find enclosed the original and seven (7) copies of PacifiCorp's, dba Rocky Mountain Power, Application requesting approval of the Electric Service Agreement entered into between Rocky Mountain Power and Monsanto Company.

The executed Electric Service Agreement is provided as a Confidential Attachment to this Application. This Confidential Attachment is not intended for public review and should not be posted on the Commission's website.

Please contact J. Ted Weston at (801) 220-2963 if you have any further questions.

Very Truly Yours,

Jeffrey K. Larsen  
Vice President of Regulation & Government Affairs  
Rocky Mountain Power

Enclosures

Mark C. Moench (ISB# 8942)  
Daniel E. Solander (ISB# 8930)  
201 S. Main, Suite 2300  
Salt Lake City, UT 84111  
Telephone (801) 220-4014  
Fax: (801) 220-3299  
mark.moench@pacificorp.com  
daniel.solander@pacificorp.com

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Attorneys for Rocky Mountain Power

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**IN THE MATTER OF THE APPLICATION )  
OF PACIFICORP DBA ROCKY MOUNTAIN ) CASE NO. PAC-E-13-14  
POWER FOR APPROVAL OF AN ELECTRIC ) APPLICATION  
SERVICE AGREEMENT WITH MONSANTO )  
COMPANY )  
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COMES NOW, PacifiCorp, d/b/a Rocky Mountain Power (“Rocky Mountain Power”), and pursuant to RP 53 and Order No. 32910, hereby respectfully applies to the Idaho Public Utilities Commission (the “Commission”) for an Order approving the Electric Service Agreement entered into between Rocky Mountain Power and Monsanto Company (“Monsanto”) (the “ESA”). According to its terms, the ESA will become effective January 1, 2014, the date the current electric service agreement will expire. In support of its application, Rocky Mountain Power states as follows:

1. PacifiCorp, an Oregon corporation, is an electrical corporation and public utility doing business as Rocky Mountain Power in the state of Idaho and is subject to the jurisdiction of the Commission with regard to its public utility operations. PacifiCorp

also provides retail electric service in the states of Utah, Oregon, Wyoming, Washington, and California.

2. As part of the Stipulation in Case No. PAC-E-13-04 Monsanto and the Company, after engaging in discussions and negotiations, agreed to extend Monsanto's current curtailment terms and valuation for two additional years to align the contract with the rate plan.

3. Monsanto and Rocky Mountain Power executed the ESA pursuant to the terms of the Stipulation, and filed it with the Commission on August 16, 2013.

4. The Commission's order<sup>1</sup> noted that the ESA had been executed and filed, but did not accept or approve the ESA reserving approval of the substance and merits of the agreement until it was submitted in a separate docket. Accordingly, the Company is making the current Application for approval of the ESA, which as noted above, will become effective January 1, 2014, if approved by the Commission.

5. Provided as Confidential Attachment 1 to this Application is a copy of the executed ESA between the Company and Monsanto. The Company and Monsanto agreed that the existing ESA which currently expires December 31, 2013, shall be amended to include a new Section 4.4 and read as follows:

**4.4 Interruptible Credit Annual True-up:** Beginning January 1, 2014, in the event Measured Demand in any billing period in any Calendar Year is less than 162 megawatts, the following calculation shall occur and shall be reflected on the Billing Period immediately following the Calendar Year in question:

4.4.1 If the average of the 12 months of Measured Demands for the Calendar Year in question is equal to or greater than 171 megawatts (the sum of 9

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<sup>1</sup> Order No. 32910.

megawatts and 162 megawatts), a credit will be provided to Monsanto to reflect the difference between a total Interruptible Credit amount based on 162 megawatts of Measured Demand for each Billing Period in the Calendar Year in question and the actual total Interruptible Credit amount paid in the Calendar Year in question. A \$50,000 credit shall be added to the true-up in 2014 and 2015.

4.4.2 If the average of the 12 months of Measured Demands for the Calendar Year in question is less than 171 megawatts (the sum of 9 megawatts and 162 megawatts), then no adjustment shall be made, except for the credit of \$50,000 referenced in 4.4.1.

4.4.3 This section 4.4 is intended to reflect a compromise of positions by Monsanto and Rocky Mountain Power and will not be deemed to set any precedent or interpretation that is counter to the Commission Order Nos. 32424 and 32432.

6. As part of the Stipulation Monsanto waived any right to claim any true-up of Interruptible Credit for any billing periods prior to January 1, 2014, for months in which the Measured Demand was below 162 megawatts.

7. The new ESA is effective January 1, 2014, with an initial term through December 31, 2015. The new ESA was executed by Monsanto and Rocky Mountain Power on June 10, 2013 subject to final approval by the Commission.

8. Section 4.1 of the ESA was amended to reflect the uniform percentage increase of 0.77% to the energy component of rates that the Parties to the Stipulation agreed was fair, just, reasonable and in the public interest.

9. Rocky Mountain Power believes that consideration of the proposals contained in this Application does not require an evidentiary proceeding, and accordingly the Company requests that this Application be processed under RP 201 allowing for consideration of issues under Modified Procedure, i.e., by written submissions rather than by an evidentiary hearing.

### CONCLUSION

WHEREFORE, Rocky Mountain Power respectfully requests that this Application be processed under Modified Procedure and that the Commission issue a final order approving the Company's proposed electric service agreement with Monsanto, effective January 1, 2014.

DATED this 31<sup>st</sup> day of October 2013

Respectfully submitted,



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Mark C. Moench  
Daniel E. Solander

*Attorneys for Rocky Mountain Power*

Daniel E. Solander  
Rocky Mountain Power  
201 South Main Street, Suite 2300  
Salt Lake City, Utah 84111  
Telephone: (801) 220-4014  
Email: [mark.moench@pacificorp.com](mailto:mark.moench@pacificorp.com)  
[daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com)

*Attorneys for Rocky Mountain Power*

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**IN THE MATTER OF THE APPLICATION )  
OF PACIFICORP DBA ROCKY MOUNTAIN ) CASE NO. PAC-E-13-14  
POWER FOR APPROVAL OF AN ELECTRIC )  
SERVICE AGREEMENT WITH MONSANTO ) ATTORNEY'S CLAIM OF  
COMPANY ) CONFIDENTIALITY  
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I, Daniel E. Solander, represent Rocky Mountain Power in the above captioned matter. I am Senior Counsel for Rocky Mountain Power and am appearing on its behalf in this proceeding.

I make this certification and claim of confidentiality regarding the electric service agreement between Rocky Mountain Power and Monsanto. The terms of the agreement are confidential pursuant to IDAPA 31.01.01 because it contains certain information that is Confidential and constitutes Trade Secrets as defined by Idaho Code Section 9-340 and 48-801 and protected under IDAPA 31.01.01.067 and 31.01.01.233.

Rocky Mountain Power herein asserts that the aforementioned agreement is confidential in that the information contains commercially sensitive pricing information. Disclosing this information could give entities access to competitive information Rocky Mountain Power believes could be used to disadvantage it and its customers.

I am of the opinion that this information is "Confidential," as defined by Idaho Code Section 9-340 and 48-801, and should therefore be protected from public inspection, examination and copying.

DATED this 31<sup>st</sup> day of October 2013.

Respectfully submitted,

By   
\_\_\_\_\_  
Daniel E. Solander  
Attorney for Rocky Mountain Power

**CONFIDENTIAL ATTACHMENT**

**ELECTRIC SERVICE AGREEMENT**