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IDAHO PUBLIC
UTILITIES COMMISSION

1407 W. North Temple, Suite 330
Salt Lake City, Utah 84116

September 16, 2021

VIA ELECTRONIC FILING

Jan Noriyuki
Commission Secretary
Idaho Public Utilities Commission
11331 W. Chinden Blvd
Building 8 Suite 201A
Boise, ID 83714

**Re: CASE NO. PAC-E-21-07
IN THE MATTER OF THE APPLICATION OF ROCKY MOUNTAIN POWER
FOR AUTHORITY TO INCREASE ITS RATES AND CHARGES IN IDAHO
AND APPROVAL OF PROPOSED ELECTRIC SERVICE SCHEDULES AND
REGULATIONS**

Dear Ms. Noriyuki:

Please find for electronic filing in the above referenced matter a copy of the stipulation between P4 and Rocky Mountain Power resolving the curtailment terms of P4's energy service agreement. This Stipulation and the attached ESA are provided as Supplemental Confidential Exhibit No. 36 to Mr. Craig E. Eller's testimony and will be the basis upon which the value of these products are to be determined.

Informal inquiries may be directed to Ted Weston, Idaho Regulatory Manager at (801) 220-2963.

Very truly yours,

Joelle R. Steward
Vice-President of Regulation

cc: Randy Budge

REDACTED

Case No. PAC-E-21-07

Supplemental Exhibit No. 36

Witness: Craig M. Eller

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

ROCKY MOUNTAIN POWER

REDACTED

Stipulation and Electric Service Agreement between Rocky Mountain Power and
P4 Production

September 2021

Emily Wegener (ISB #11614)
Rocky Mountain Power
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Attorneys for Rocky Mountain Power

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

)	
IN THE MATTER OF THE APPLICATION)	CASE NO. PAC-E-21-07
OF ROCKY MOUNTAIN POWER FOR)	
AUTHORITY TO INCREASE ITS RATES)	PARTIAL STIPULATION ON
AND CHARGES IN IDAHO AND)	TERMS OF P4’S ENERGY
APPROVAL OF PROPOSED ELECTRIC)	SERVICE AGREEMENT
SERVICE SCHEDULES AND)	
REGULATIONS)	

This Stipulation (“Stipulation”) is entered into by and among Rocky Mountain Power, a division of PacifiCorp (“Rocky Mountain Power” or the “Company”) and P4 Production, L.L.C., an affiliate of Bayer Corporation, (“P4”), for purposes of this Stipulation, (the “Stipulating Parties”). The Parties submit this partial Stipulation in resolution of the terms of the energy service agreement (“ESA”), excluding the value to become effective January 1, 2022.

I. PROCEDURAL BACKGROUND

1. On May 27, 2021, Rocky Mountain Power filed an Application requesting authorization to increase rates and charges in Idaho. As part of the Application, Rocky Mountain Power filed the direct testimony of Craig M. Eller. Mr. Eller’s testimony described the current status of the contract negotiations between Rocky Mountain Power and P4 and provided a recommendation and analysis regarding the economic valuation of

the interruptible products offered by P4 to the Company to establish the interruptible credit amount for inclusion in P4’s electric service agreement.

2. As noted in Mr. Eller’s testimony Rocky Mountain Power and P4 have been engaged in contract negotiations since August of 2019. Both companies are fully engaged in seeking an agreement and have been meeting weekly to further discussions. An agreement had not yet been reached at the time of the filing. Since then, the parties have agreed on new terms to the ESA. Negotiations concerning the value of interruptible products have not been resolved.

3. A copy of the ESA with the terms described herein is attached to this Stipulation as Attachment 1. This Stipulation and the attached ESA are provided as Supplemental Confidential Exhibit No. 36 to Mr. Craig E. Eller’s testimony and will be the basis upon which the value of these products will be determined.

4. The Parties continue to negotiate on the value of the operating reserves and economic curtailment product credit as described. If, parties are unable to reach an agreement they will each present and support their valuation positions before the Commission for the Commission rule on the curtailment product credit to be inserted in the ESA, Exhibit A, Section 6.1.

II. TERMS AND CONDITIONS

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Term of Agreement

11. The initial term of this Agreement shall commence January 1, 2022, contingent upon Commission approval of the Agreement without modification, the initial term of this Agreement shall end on the hour ending 2400 on [REDACTED]. This Agreement shall automatically renew for successive one (1) year terms unless and until either Party gives not less than 180 days written notice of termination. Such notice may be given at any time to terminate the Agreement at the end of any annual renewal year.

General Terms and Conditions

12. Section 248 of IDAPA 31.01.01 authorizes the Commission to approve a settlement so long as the settlement is just and reasonable in result IDAPA 31.01.01.276. The

Parties agree that the provisions of this Stipulation and the ESA as a whole are just and reasonable in result and in the public interest.

13. All negotiations related to this Stipulation are confidential, and no Party shall be bound by any position asserted in negotiations. Except as expressly provided in this Stipulation, neither the execution of this Stipulation nor the order adopting it shall be deemed to constitute an admission or acknowledgment by any Party of the validity or invalidity of any principle or practice of regulatory accounting or ratemaking; nor shall they be construed to constitute the basis of an estoppel or waiver by any Party; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Stipulating Party except in a proceeding to enforce this Stipulation.


14. The Parties agree that no part of this Stipulation or the formulae and methodologies used in developing the same or a Commission order approving the same shall in any manner be argued or considered as precedential in any future case except with regard to issues expressly called-out and resolved by this Stipulation. This Stipulation does not resolve and does not provide any inferences regarding, and the Parties are free to take any position with respect to any issues not specifically called-out and settled herein. Nothing in this Stipulation shall be construed to modify or supersede existing settlement agreements entered into by or among Parties to this Stipulation.

15. The Parties agree that if any person challenges the approval of this Stipulation or requests rehearing or reconsideration of any order of the Commission approving this Stipulation, each Stipulating Party will use its best efforts to support the terms and conditions of this Stipulation. In the event any person seeks judicial review of a Commission order approving this Stipulation, no Party shall take a position in that judicial review proceeding in opposition to the Stipulation.

RESPECTFULLY SUBMITTED: September 10, 2021.



Rocky Mountain Power

1 
Randall C. Budge, Attorney for
P4 Production, L.L.C.

Attachment 1

**ELECTRIC SERVICE AGREEMENT
BETWEEN
ROCKY MOUNTAIN POWER
AND
P4 PRODUCTION**

[REDACTED]

RECITALS

[REDACTED]

[REDACTED]

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AGREEMENT

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¹ **Note to Form:** Prior to execution of this agreement, the Parties will insert the annual Curtailment Products Credit amount, as agreed by the Parties or as otherwise directed by the Idaho Public Utilities Commission.

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CERTIFICATE OF SERVICE

I hereby certify that on this 16th of September, 2021, I caused to be served, via email a true and correct copy of Rocky Mountain Power's Supplemental Exhibit No. 36 in Case No. PAC-E-21-07 to the following:

Case No. PAC-E-21-07

COMMISSION STAFF	
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Dated this 16th day of September, 2021.



Katie Savarin
Coordinator, Regulatory Operations