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UTILITIES COMMISSION

**LISA D. NORDSTROM**  
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March 21, 2013

**VIA HAND DELIVERY**

Jean D. Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702

Re: Case Nos. IPC-E-09-02 and IPC-E-13-04  
EnerNOC, Inc., Contract – Access to Confidential Information in Above  
Cases

Dear Ms. Jewell:

On March 7, 2013, Idaho Power Company (“Idaho Power” or “Company”) filed a Petition for approval of a second amendment to its agreement with EnerNOC, Inc. (“EnerNOC”) (the “Agreement”) to operate the FlexPeak demand response program for commercial and industrial customers. By letter dated March 19, 2013, Idaho Power was advised by Mr. Richardson, counsel for the Industrial Customers of Idaho Power (“ICIP”), that he wishes to execute the Idaho Public Utilities Commission’s (“Commission”) standard protective agreement and have access to the entire file for purposes of preparing ICIP’s comments. Today, Idaho Power sent Mr. Richardson the appropriate protective agreement and Exhibit A for signature. By doing so, ICIP can request a confidential explanation of the second amendment to the Agreement as described in paragraph 12 of the Company’s Petition in Case No. IPC-E-13-04.

Although full access to the Commission file is appropriate in most instances, Idaho Power does not believe it is appropriate in instances where parties with a financial interest can benefit at the expense of other customers. Disclosure of the contract with the demand- aggregator for the FlexPeak program may give ICIP’s members, several of whom are FlexPeak participants, an undue advantage over other participants in negotiating with EnerNOC, thus decreasing the margins and damaging the aggregator business model that support the effectiveness of the FlexPeak program. Furthermore, the contract between Idaho Power and EnerNOC contains business model and pricing information that EnerNOC considers to be proprietary and a trade secret. Release of the contract to potential participants will negatively affect future contract negotiations with EnerNOC and other third-party providers.

Jean D. Jewell  
March 21, 2013  
Page 2

Idaho Power has attempted to address ICIP's need for information about the Agreement and its amendments by offering a confidential explanation that provides greater detail than that found in the Petition without disclosing the financial details that could negatively affect program nominations. Idaho Power does not believe that access to the financial information in the Agreement and two amendments is necessary for ICIP to comment on the merits of the pending Petition.

If you or your counsel would like to discuss this matter further, please feel free to contact me.

Sincerely,



Lisa D. Nordstrom

LDN:csb

cc: Weldon Stutzman, Commission (via e-mail)  
Peter Richardson, ICIP (via e-mail)  
Brad Davids, EnerNOC, Inc. (via e-mail)