

Barbara Ishimatsu (#10945)
Rocky Mountain Power
201 South Main Street, Suite 2200
Salt Lake City, UT 84111
Telephone: (801) 220-4640
Facsimile (801) 220-3299
Attorney for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of)	
ROCKY MOUNTAIN POWER for)	DOCKET NO. 09-035-55
Approval of Electric Service Agreement)	
Between Rocky Mountain Power and)	
Milford Wind Corridor I, LLC)	
)	APPLICATION OF ROCKY
)	MOUNTAIN POWER
)	FOR APPROVAL OF ELECTRIC
)	SERVICE AGREEMENT

Rocky Mountain Power, a dba of PacifiCorp, an Oregon corporation (“Company” or “Rocky Mountain Power”) hereby applies for an order approving an Electric Service Agreement (“Agreement”) between Rocky Mountain Power and Milford Wind Corridor I, a Utah Limited Liability company (“First Wind”) dated July 29, 2009. In support of its Application, Rocky Mountain Power states as follows:

1. Rocky Mountain Power is an electrical corporation and a public utility in the state of Utah and is subject to the jurisdiction of the Commission. Rocky Mountain Power also provides retail electric service in the states of Idaho and Wyoming.

2. Communications regarding this Application should be addressed to:

Paul Clements
Rocky Mountain Power
201 South Main Street, Suite 2300
Salt Lake City, UT 84111
Telephone: (801) 220-4470
Facsimile: (801) 220-2798
Email: paul.clements@pacificorp.com

Barbara Ishimatsu
Rocky Mountain Power
201 South Main Street, Suite 2300
Salt Lake City, UT 84111
Telephone: (801) 220-4640
Facsimile: (801) 220-3299
Email: barbara.ishimatsu@pacificorp.com

With a copy to:

By e-mail (preferred): datarequest@pacificorp.com
By fax: (503) 813-6060
By mail: Data Request Response Center
Rocky Mountain Power
825 NE Multnomah St., Suite 800
Portland, OR 97232

3. First Wind is constructing and intends to operate a wind generation project located in Rocky Mountain Power's service territory in Milford County, Utah.
4. First Wind is constructing a high voltage transmission line from the project site near Milford, Utah to a point of interconnection with Intermountain Power Agency at the busbar of the Intermountain Power Project near Delta, Utah. First Wind has requested to receive retail electric service via this high voltage transmission line in lieu of constructing a second high voltage transmission line to interconnect to Rocky Mountain Power. The retail electric service is required to supply the station service needs of the wind project.

5. The parties jointly determined that the most cost-effective and prudent method to provide retail electric service to the First Wind project was for PacifiCorp to contract with a third party to provide wholesale electric service to PacifiCorp in the exact amounts required to meet First Wind's needs at the point of interconnection between First Wind and Intermountain Power Agency. The wholesale electric service procured by PacifiCorp from the third party will apply specifically to the First Wind project and will not be used by PacifiCorp to meet any other customer's needs.
6. PacifiCorp has arranged to purchase wholesale electric service from the Los Angeles Department of Water and Power ("LADWP") in order to provide retail electric service to First Wind. This arrangement was agreed to by First Wind, subject to regulatory approval, in lieu of being required to construct the costly improvements needed to interconnect directly to Rocky Mountain Power in order to take service under Rocky Mountain Power's standard applicable tariff rates.
7. Rocky Mountain Power and First Wind executed a Master Electric Service Agreement ("Retail Agreement") on July 29, 2009, a copy of which is attached hereto as Exhibit 1. The initial term of the Agreement begins no more than 35 days subsequent to approval by the Commission and expires 10 years after commencement. The Agreement may be renewed from year to year with a maximum total term of 20 years.
8. LADWP has agreed to sell and deliver wholesale electric service to PacifiCorp pursuant to the wholesale Power Purchase Agreement ("Wholesale PPA"), attached to the Retail Agreement as Attachment C.

9. Under the Retail Agreement, Rocky Mountain Power will provide First Wind with retail service of electric power and energy to the extent available to PacifiCorp under the Wholesale PPA and First Wind will compensate Rocky Mountain Power for the full costs of the Wholesale PPA plus an administrative fee. The rates for retail service that First Wind will pay Rocky Mountain Power are negotiated rates consistent with rates charged by LADWP. First Wind has agreed to pay these rates for retail electric service in lieu of receiving retail electric service at the applicable standard tariff rates.
10. The prices, terms and conditions of the Agreement are just and reasonable and in the public interest.

WHEREFORE, Rocky Mountain Power respectfully requests that the Commission issue its Order approving the Agreement and finding that the Agreement and the rates, terms and conditions set forth therein are just and reasonable and in the public interest.

DATED this 5th day of August, 2009.

Respectfully submitted,

Barbara Ishimatsu
Attorney for Rocky Mountain Power

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of August, 2009, I caused to be served via electronic mail, a true and correct copy of the foregoing Application of Rocky Mountain

Power to the following:

Michael Ginsberg
Trisha Schmid
Assistant Attorney General
Division of Public Utilities
500 Heber M. Wells Building
160 East 300 South
Salt Lake City, UT 84111

Paul Proctor
Assistant Attorney General
Committee of Consumer Services
500 Heber M. Wells Building
160 East 300 South
Salt Lake City, UT 84111

William J. Evans
Parsons Behle & Latimer
201 South Main St. #1800
Salt Lake City, UT 84145-0898
bevans@parsonsbehle.com
Attorney for First Wind