Office of the Secretary
Service Date
November 2, 2010

# BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

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| **IN THE MATTER OF THE APPLICATION OF IDAHO POWER COMPANY FOR APPROVAL OF A FIRM ENERGY SALES AGREEMENT WITH YELLOWSTONE POWER, INC. FOR THE SALE AND PURCHASE OF ELECTRIC ENERGY.** | ) ) ) ) ) ) | **CASE NO. IPC-E-10-22** **ORDER NO. 32104** |

On August 13, 2010, Idaho Power Company filed an Application with the Commission requesting approval of a 15-year Firm Energy Sales Agreement (the "Agreement") between Idaho Power and Yellowstone Power, Inc. dated July 28, 2010 (the "Project"). The Application states that the Project is a biomass fueled combined heat and power project to be co-located in Emmett, Idaho, with the recently commissioned Emerald Forest Sawmill. Power will be generated using steam created from the controlled burning of the woody biomass fuel. Waste heat from the Project will be utilized to operate the dry kilns associated with the sawmill. Application at 2. Idaho Power warrants that the Agreement comports with the terms and conditions of the various Commission Orders applicable to PURPA agreements (Order Nos. 30415, 30488, 30738, and 30744). *Id.* Idaho Power requested that its Application be processed by Modified Procedure.

On September 3, 2010, the Commission issued a Notice of Application/Modified Procedure and set an October 1, 2010, comment deadline. Order No. 32065. Staff was the only person or party to file comments. In response to Staff's comments, Yellowstone Power filed a Motion on October 1, 2010, to permit reply comments. The Commission granted Yellowstone's Motion and established a reply comment deadline of October 18, 2010, for all interested persons or parties. Order No. 32083. Reply comments were filed by Yellowstone Power, Idaho Power, Rocky Mountain Power and Exergy Development Group of Idaho, LLC.

On October 7, 2010, Yellowstone filed a Motion requesting oral argument following the filing of reply comments. The Commission granted Yellowstone's Motion and heard oral arguments from Yellowstone, Idaho Power and Commission Staff on October 26, 2010. Order No. 32094.

## THE APPLICATION

### *A. The Agreement*

The Agreement is for a term of 15 years and contains the non-levelized published avoided cost rates established by the Commission in Order No. 30744 for energy deliveries of less than 10 average megawatts ("aMW"). Although the nameplate rating of the generator will be 11.7 MW, under normal/average conditions the Project will not exceed 10 aMW on a monthly basis.

Because the Agreement is dated July 28, 2010, Order No. 31025 (effective March 16, 2010) would require that the rates paid to Yellowstone Power under the Agreement be the rates set out in Order No. 31025 rather than the previously higher rates approved by the Commission in Order No. 30744. However, the Application states that with respect to the Power Purchase Agreement criteria, Yellowstone Power and Idaho Power had resolved and agreed to all material outstanding contract issues prior to March 16, 2010. Application at 7. The Application further asserts that Yellowstone Power represents that "if [it] had been made aware of any risk of the March 16, 2010, price change occurring, a written Firm Energy Sales Agreement would have been requested as all terms and conditions had already been agreed to. . . ." *Id.* Therefore, Idaho Power determined that Yellowstone Power meets the criteria to be "grandfathered" and receive the avoided cost rate established by Order No. 30744. *Id.* at 5.

In its Application, Idaho Power states that the Commission has recognized in prior Orders that there are situations when PURPA Qualifying Facility (QF) rates are changed that it is appropriate to allow a prior vintage of rates in a current PURPA contract.[1] The first criterion that would qualify a particular generating facility to receive a superseded rate requires that the developer execute a power sales agreement with the utility at the rate in question before the successor rate becomes effective. If the QF cannot meet the first criterion, the second criterion requires that prior to the new rates' effective date, the QF developer must have filed a meritorious complaint alleging that the Project was sufficiently mature and far enough along in the contracting process that, but for the conduct of the utility company, the developer would have been able to sign a contract with the utility containing the superseded rates.

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[1] The Idaho Supreme Court has confirmed that it is within the Commission's jurisdiction to determine which vintage of QF rates should apply to a PURPA contract. *See Empire Lumber v. Washington Water Power*, 114 Idaho 191, 755 P.2d 1229 (1988); *A.W. Brown Co., Inc. v. Idaho Power Company*, 121 Idaho 812, 828 P.2d 841 (1992).

Idaho Power's Application concedes that Yellowstone had neither signed a contract to purchase the QF generation on or before March 16, 2010, nor had Yellowstone filed a complaint alleging that Idaho Power acted unreasonably or in bad faith by not signing an agreement before March 16 when the rates changed. However, Idaho Power maintains that the Yellowstone Project is entitled to the Order No. 30744 rates because it satisfied the following criteria:

a. Interconnection and Transmission

   i. Filed an interconnection application; and

   ii. Received and accepted an interconnection feasibility study report for the project and paid any requested study deposits (or established credit) for the next phase of the interconnection process in accordance with Schedule 72; and

   iii. Received confirmation from Idaho Power that transmission capacity is available for the project and/or received and accepted transmission capacity study results and cost estimates; and

b. Purchase Power Agreement

   i. An agreement was materially complete prior to March 16, 2010, and except for routine Idaho Power final processing, an agreement would have been executed by both parties prior to March 16, 2010.

It is undisputed that Yellowstone met all of the interconnection and transmission criteria listed above. Idaho Power asserts that, in addition, the Power Purchase Agreement was materially complete and lacked only routine Idaho Power final processing.

***B. Actions in Furtherance of the Agreement***

Idaho Power maintains that throughout 2009 and continuing into 2010, Yellowstone was in contact with Idaho Power in regard to a proposed biomass generation facility. Idaho Power reports that Yellowstone expressed interest in siting this facility in Emmett, adjacent to a sawmill the developer was constructing. Yellowstone advised Idaho Power that it had multiple equipment sizes available, some of them greater than 10 MW. The parties agreed that prior to Idaho Power providing a Power Purchase Agreement there was merit in evaluating this Project as a larger than 10 aMW project. Beginning in early March 2010 and continuing through May 2010, Yellowstone provided Idaho Power the data (monthly estimated energy production)

required to enable the development of energy pricing for a larger than 10 aMW facility. At the request of Yellowstone, Idaho Power prepared and supplied AURORA-based energy pricing for a project larger than 10 aMW. During this time period, Idaho Power maintains that extensive discussions were conducted between the parties regarding the complete details of a PURPA power purchase agreement.

Immediately following the change in avoided cost rates on March 16, 2010, Idaho Power reports that it was contacted by Yellowstone, inquiring as to the impact the price change would have upon the ongoing power purchase agreement discussions. Idaho Power states that it informed Yellowstone that it was continuing to work on the requested pricing for a larger than 10 aMW project. Idaho Power relates that after evaluation of the larger equipment specifications and AURORA-based energy price, Yellowstone determined that the larger facility was not economically feasible.

In early June 2010, Yellowstone apparently made a grandfathering request for a project smaller than 10 aMW. After review, Idaho Power concluded that the Yellowstone Project might be eligible for a grandfathered rate and therefore, the parties began exchanging written draft agreements to that effect. Idaho Power contends that the only purpose for exchanging these draft agreements prior to a final agreement was to complete the "fill in" information and that no terms or conditions were debated or negotiated.

Since early June 2010, Idaho Power reports that it has been working through internal contract drafting and review processes. Any perceived delays from early June 2010 to an execution date of July 28, 2010, Idaho Power maintains, were due to change in personnel, internal review processes, and the efforts being expended on numerous other PURPA contracts and issues.

As additional support for approval of the Agreement, Idaho Power states that Yellowstone represents that, prior to March 16, 2010, it already acquired from Boise Cascade, Inc. the property upon which the Project is to be located. In addition, Yellowstone represents that it completed the required environmental remediation at the Project site, and the Idaho Department of Environmental Quality (DEQ) issued a final acceptance and permit to construct prior to March 16, 2010. Third, significant power plant equipment (including boiler, fuel conveyors, structural steel piping controls, and electrical equipment) was purchased prior to

March 16, 2010, at a cost in excess of $6 million and is on the site or in storage ready for deployment.

Yellowstone Power selected a Scheduled Operation Date of December 31, 2011, for the Project. Idaho Power asserts that Yellowstone Power is current in all of its interconnection study payments and, so long as it continues to provide requested information in a timely manner and pay invoices on time, it appears that the interconnection can be completed by the Scheduled Operation Date.

By its own terms, the Agreement will not become effective until the Commission has approved all of the Agreement's terms and conditions and declares that all payments made by Idaho Power to Yellowstone Power for purchases of energy will be allowed as prudently incurred expenses for ratemaking purposes. Agreement ¶ 21.1.

### *C. The Prior QF Project*

A PURPA Firm Energy Sales Agreement between Idaho Power and Renewable Energy of Idaho LLC was previously executed for this same site. Richard Vinson, one of the principals of Yellowstone Power, was also a principal member of Renewable Energy. The sales agreement with Renewable Energy was approved in Case No. IPC-E-04-05, Order No. 29437. That agreement went into default and was ultimately terminated when Renewable Energy, for reasons it alleges were beyond its control, was unable to meet the operation date of the agreement. Thereafter, Idaho Power determined it had incurred damages for non-performance in the amount of $106,804. Renewable Energy did not have the funds or assets to make payment. Although the non-performance damage is the liability of the now defunct Renewable Energy, and not Yellowstone Power, Mr. Vinson has agreed in writing to pay the non-performance damage in the full amount as an offset to the energy payments of the Yellowstone Agreement.

## THE COMMENTS

### *Staff Comments*

Staff first noted that all of the terms and conditions in this Agreement are the same as those contained in other PURPA agreements recently approved by the Commission, including updated delay and liquidated damages, as well as updated security provisions. Additionally, Staff acknowledged that the Yellowstone Project is intended to be an integral part of the Emerald Forest Sawmill in Emmett. The sawmill began operating earlier this summer and is expected to employ up to 47 workers in Gem County, an economically depressed area. Staff speculated as to

whether the economic viability of the Emerald Forest Sawmill is dependent on the Yellowstone Power facility, or if the viability of the Yellowstone facility hinges on whether the Commission rules that it is entitled to grandfathered rates. Clearly, securing grandfathered rates would bolster the economic viability of the Yellowstone Project.

Staff recognized that, unlike intermittent generation projects, the Yellowstone Project is expected to provide steady, predictable generation around the clock, with an extremely high capacity factor. This high capacity factor and renewable co generation project would be a valuable addition to help diversify Idaho Power's resource portfolio. However, the primary issue in this case is whether the Project and the July 28, 2010 Agreement should be grandfathered under the published avoided cost rates of Order No. 30744 – rates superseded on March 16, 2010 by the lower rates of Order No. 31025.

Yellowstone had not signed a contract with Idaho Power to purchase the facility generation on or before March 16, 2010. Both parties acknowledge that there were not even any draft power purchase agreements prepared and exchanged between the parties prior to March 16, 2010. Nor had Yellowstone filed a complaint alleging that Idaho Power acted unreasonably or in bad faith by not signing an agreement by March 16 when the rates changed. As for the alternative criteria applied by Idaho Power, Staff does not dispute that Yellowstone meets all of the interconnection and transmission criteria. The critical question (based on Idaho Power's criteria) is whether the Power Purchase Agreement was materially complete prior to March 16, 2010, except for routine Idaho Power final processing.

Idaho Power noted that Mr. Vinson provided a signed affidavit representing that if he had been made aware of any risk of the March 16, 2010, price change occurring, a written Firm Energy Sales Agreement would have been requested and signed because Yellowstone had already agreed to all of the terms and conditions that are contained in the final Agreement. In its Application, Idaho Power agrees that all terms and conditions identical to the terms and conditions of the final Agreement were agreed to with the Project prior to March 16, 2010. Idaho Power states that in the normal course of business, a written agreement was to follow.

Nevertheless, Staff observed that it is undisputed there was no signed agreement prior to March 16, 2010, nor had there been any draft agreements exchanged between the parties prior to that date. In fact, Staff is not aware of any documentation indicating that there was a meeting of the minds prior to March 16, 2010. There was no enforceable obligation to sell or purchase

power. There are simply the oral representations of both parties that there were no outstanding contract issues or disagreements on any terms or conditions prior to March 16, 2010.

Staff noted that the published avoided cost rates adopted in Order No. 31025 on March 16, 2010, are approximately 13 percent lower than the superseded rates of Order No. 30744. By its terms, Order No. 31025 applies to new PURPA contracts executed on and after March 16, 2010. Staff has applied both the rates from Order Nos. 31025 and 30744 to the Yellowstone Agreement to compare the difference in rates. The value of the Agreement over its 15-year term is greater by approximately $23.5 million under the higher rates of Order No. 30744. *Id.* at 7.

Staff supports repayment of Renewable Energy's non-performance damages by Yellowstone, and recognizes the payment as a good faith gesture by Mr. Vinson. However, despite the recovery of non-performance damages and other positive attributes of Yellowstone Power's Project, Staff was not convinced that a Power Purchase Agreement was materially complete prior to March 16, 2010, in order to allow for grandfathering and application of the avoided cost rate contained in Order No. 30744. Therefore, Staff was unable to recommend that the Commission approve the Idaho Power/Yellowstone Agreement.

***Yellowstone Reply Comments***

Yellowstone filed reply comments on October 18, 2010. Yellowstone asks the Commission to look beyond the two rigid parameters set by the Commission in previous grandfathering cases and urges the Commission to consider the oral and circumstantial evidence that supports a determination that the Power Purchase Agreement was materially complete prior to March 16, 2010. Yellowstone stresses that Mr. Vinson, one of the principals of Yellowstone, has substantial experience in the business of electric power generation and, in 2004, was involved in the negotiation of Renewable Energy's power purchase agreement with Idaho Power. As a result, Mr. Vinson was already familiar with the standard terms and conditions of what would become the Yellowstone Power Purchase Agreement.

Yellowstone admits that oral evidence might carry less weight than written evidence if there were a dispute between the parties about the existence or substance of an agreement. However, in this instance, Idaho Power and Yellowstone agree that there was a meeting of the minds and a materially complete agreement prior to March 16, 2010. In the absence of a

disagreement, Yellowstone asserts that its representations of the existence of an agreement are entitled to significant weight.

Yellowstone maintains that further evidence of its project's maturity is demonstrated by the purchase of real property where the Project will be located; completion of required environmental remediation and issuance of a final acceptance and permit to construct by the Idaho DEQ; and the purchase of more than $6 million in power plant equipment currently on site or in storage and ready for deployment.

Yellowstone points out that the Commission is not a court of law, bound by the rigid principles of stare decisis. Consequently, to the extent the Commission believes that the facts of this case do not fit squarely within pre-determined criteria for grandfathered avoided cost rates, the Commission may depart from such criteria. Yellowstone submits that the required departure, if any, would be small, and is outweighed by the public interest benefits of this project. Yellowstone emphasizes that, unlike intermittent energy projects, the Yellowstone Project will generate base load electric power with an estimated annual average capacity of approximately 87,600,000 kWh with anticipated availability of nearly 95%. Without pre-March 16 power purchase rates, Yellowstone states that the viability of its project is impaired. Moreover, Project financing, specifically bond money allocated by the Idaho Housing & Finance Agency, is based on the Power Purchase Agreement signed by Idaho Power and Yellowstone on July 28, 2010.

Finally, Yellowstone reiterates that its project will employ approximately 50 workers in an economically depressed area. Yellowstone further maintains that it will pay in excess of $200,000 in property taxes annually to Gem County. For these reasons, Yellowstone asserts that the Project is strongly supported by local elected officials, the Idaho Department of Commerce and the Executive Branch of the State of Idaho. As such, Yellowstone requests that the Commission approve its Power Purchase Agreement and allow the Project to move forward.

***Idaho Power Reply Comments***

Idaho Power filed reply comments on October 18, 2010. Idaho Power asserts that Commission approval of criteria allowing for grandfathered avoided cost rates is situational, based on the facts of the cases presented, and not intended to be exclusive. Indeed, Idaho Power points out that the Commission has recently approved five power purchase agreements containing grandfathered rates that did not meet the established criteria. Idaho Power maintains that the very nature of the criteria cause the majority of claims for grandfathering to fall outside

of the established parameters. It is therefore axiomatic that it is within the Commission's authority and discretion to consider whether it is in the public interest, and supported by the particular facts of the case, to approve grandfathered rates.

Idaho Power argues that the only pertinent difference between the facts of this case and the prior five Commission-approved grandfathered cases is the lack of an exchange of a written draft power purchase agreement prior to the March 16, 2010, change in rates. Idaho Power asserts that, although it lacks written documentation, the parties had an oral agreement as to all of the material terms and conditions of its agreement prior to the change in rates. Because of Idaho Power's previous history and course of dealing with Mr. Vinson, Idaho Power was confident in its oral communications with Yellowstone.

Idaho Power notes the public interest considerations noted by all parties that weigh in favor of approval of its Power Purchase Agreement with Yellowstone. In particular, Idaho Power underscores Yellowstone's agreement to repay the non-performance damages of Renewable Energy. Idaho Power emphasizes that this inclusion in the Power Purchase Agreement will allow Idaho Power to recover, for the benefit of its customers, non-performance damages that it would otherwise be unable to collect.

Finally, Idaho Power stresses that, prior to agreeing to grandfathered avoided cost rates, it rigorously examined the facts and equities of the Yellowstone Project and determined that Yellowstone was entitled to a grandfathered rate. Idaho Power requests that the Commission approve the Idaho Power/Yellowstone Power Purchase Agreement without change or condition and declare that all payments for purchases of energy under the terms of the Agreement be allowed as prudently incurred expenses for ratemaking purposes.

***Rocky Mountain Power Reply Comments***

Rocky Mountain Power filed reply comments on October 18, 2010. Rocky Mountain states that, although it has no direct interest in the Idaho Power/Yellowstone Agreement, it is currently defending a complaint by a QF developer who seeks a grandfathered avoided cost rate. Therefore, Rocky Mountain asserts an interest in how the Commission applies the grandfathering criteria.

Rocky Mountain supports Staff's characterization of the Commission's grandfathering criteria and urges the Commission to retain the established criteria. Rocky Mountain believes that the current criteria establish a clear and easily understood test that

benefits ratepayers, QF developers, and regulated utilities by setting clear standards and expectations. Rocky Mountain believes that the existing criteria also assure compliance with PURPA by ensuring that Idaho's regulated electric utilities and their ratepayers do not pay more than the avoided cost for QF energy.

If the Commission approves an exception to its existing grandfathered rate criteria, Rocky Mountain urges the Commission to carefully limit the exception to prevent it from superseding the rule. Rocky Mountain expresses no opinion whether, under the facts of this case, an exception is warranted.

***Exergy Reply Comments***

Exergy Development Group of Idaho, LLC, filed reply comments on October 18, 2010. Exergy did not take a position on whether Yellowstone is entitled to grandfathered avoided cost rates. However, Exergy asserts that the standard for determining whether a QF is entitled to grandfathered avoided cost rates is much broader than the position stated by Staff and urged by Rocky Mountain Power. Exergy maintains that a broader standard has been consistently applied by the Commission in the past and is clearly set forth in FERC decisions.

Exergy argues that Commission and Idaho Supreme Court precedent require that QFs engage in some negotiations and provide the utility with a binding offer containing the essential elements of the power purchase agreement prior to the avoided cost rate change in order to obtain grandfathered rates. Specifically, the QF must prove that but for the utility's action or inaction, the parties would have entered into a signed agreement prior to the rate change. Exergy maintains that requiring extensive negotiations after the QF has tendered the essential elements of an agreement would not be a faithful implementation of the federal regulations.

Exergy alleges that Supreme Court review of the Commission's grandfathering criteria merely established that the Commission was within its authority to consider such factors – not that the grandfathering criteria were legally required to be applied to every situation or that the criteria were the only factors to consider in determining grandfathering eligibility. Exergy states that the Commission is free to adopt whatever policy it deems reasonable, within the constraints of PURPA and FERC.

## ORAL ARGUMENT

On October 26, 2010, the Commission permitted the parties an opportunity to present oral argument of their respective positions regarding this case. Yellowstone, Idaho Power and

Commission Staff participated. The parties' comments accurately summarize the content of material presented during oral argument.

During questioning by the Commission, Yellowstone disclosed that one explanation for the lack of written negotiations between Mr. Vinson and Idaho Power is Mr. Vinson's aversion to e-mail communications. Specifically, Mr. Vinson does not use e-mail. Thus, there are no e-mail communications to evidence an agreement between the parties.

Idaho Power was asked if it conducted the type of rigorous review of Yellowstone's contract that the Commission is accustomed to seeing from Idaho Power in its business dealings. Idaho Power assured the Commission that it did no less of a rigorous review than it would perform on any other contract.

## FINDINGS AND CONCLUSIONS

The Idaho Public Utilities Commission has jurisdiction over Idaho Power, an electric utility, and the issues raised in this matter pursuant to the authority and power granted it under Title 61 of the Idaho Code and the Public Utility Regulatory Policies Act of 1978 (PURPA).

The Commission has authority under PURPA and the implementing regulations of the Federal Energy Regulatory Commission (FERC) to set avoided costs, to order electric utilities to enter into fixed-term obligations for the purchase of energy from qualified facilities (QFs) and to implement FERC rules. The Commission has reviewed the record in this case, including the Application, the July 28, 2010 Agreement, filed comments and the arguments of the parties at the hearing.

In deciding grandfather eligibility, we note that this case presents us with a negotiated and signed contract. There is no reason to question the representations of Idaho Power and Yellowstone as to when the contract negotiations of the parties occurred. Although having no Company financial risk involved in proposing a previously published avoided cost rate, we intend for the Company to assist the Commission in its gatekeeper role of assuring that utility customers are not being asked to pay more than the Company's avoided cost for the QF contracts. We expect Idaho Power to rigorously review such contracts.

The parties have fairly represented our past grandfathering criteria requirements and their application to the particular facts of previously decided cases. Idaho Power and Yellowstone assert in filed comments and in oral argument before the Commission that all outstanding contract issues with Yellowstone were resolved prior to March 16, 2010. Mr.

Vinson's familiarity with PURPA projects and the standard terms of Idaho Power's power purchase agreements led the parties to neglect written documentation evidencing that the parties' agreement was materially complete prior to March 16, 2010. However, both the oral assertions of the parties and the circumstantial evidence indicating that Yellowstone made decisions in reliance on the existence of a contract demonstrate the existence of an agreement prior to March 16.

The Yellowstone Project will provide steady, predictable generation for Idaho Power around the clock. This high capacity factor, renewable, cogeneration project will be a valuable addition to help diversify Idaho Power's resource portfolio. The Project will also inject jobs and revenue into an Idaho county that has been economically hit hard over the past 10 years. Furthermore, the Agreement allows Idaho Power to recover more than $100,000 in non-performance damages, for the benefit of ratepayers, that it could not otherwise collect. This combination of factors, coupled with evidence of an agreement prior to March 16, 2010, make it clear that approval of the Agreement's grandfathered avoided cost rate is in the public interest.

Based on the record established in this case, we find that Yellowstone is entitled to the grandfathered rates of Order No. 30744. We further find the Company's approach in this case regarding contract rates to be consistent with the spirit of those prior grandfathering cases. *See A.W. Brown v. Idaho Power*, 121 Idaho 812, 828 P.2d 841 (1992); Order No. 29872. The Commission finds that the Agreement submitted in this case contains acceptable contract terms. We further find it reasonable to allow payments made under the Agreement as prudently incurred expenses for ratemaking purposes.

Notwithstanding the approval of this Agreement based on the totality of the circumstances, we are troubled by the apparent lack of any *written* documentation in this case evidencing that terms of a power purchase agreement were materially complete. The Commission expects that, in the future, Idaho Power will be more diligent in its efforts to document oral communications of its internal staff and business partners in writing. Oral discussions and decisions naturally flow from ongoing communications with interested parties and potential business partners. However, as a sophisticated party to the transaction, it is Idaho Power's responsibility, and in its own best interest, to reduce such communications to documented summary writings as the parties move through oral decision points leading to negotiated project agreement. We will hold other regulated electric utilities to this standard.

## ORDER

In consideration of the foregoing and as more particularly described above, IT IS HEREBY ORDERED that the July 28, 2010, Firm Energy Sales Agreement between Idaho Power and Yellowstone Power is approved.

IT IS FURTHER ORDERED that the Commission Secretary serve this Order on Avista and Rocky Mountain Power. Electric utilities subject to our jurisdiction shall comply with the written documentation guidelines set out above when negotiating with QF developers.

THIS IS A FINAL ORDER. Any person interested in this Order may petition for reconsideration within twenty-one (21) days of the service date of this Order. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. See *Idaho Code* § 61-626.

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 1st day of November 2010.

JIM D. KEMPTON, PRESIDENT

MARSHA H. SMITH, COMMISSIONER

MACK A. REDFORD, COMMISSIONER

ATTEST:

Jean D. Jewell
Commission Secretary

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