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IDAHO PUBLIC
UTILITIES COMMISSION

1407 W. North Temple, Suite 310
Salt Lake City, Utah 8416

December 31, 2015

VIA OVERNIGHT DELIVERY

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

**Re: CASE NO. PAC-E-15-17
IN THE MATTER OF THE APPLICATION OF ROCKY MOUNTAIN
POWER FOR APPROVAL OF THE DISPOSITION OF CERTAIN
FACILITIES PURSUANT TO A PURCHASE AND TRANSFER
AGREEMENT WITH NAVAJO TRIBAL UTILITY AUTHORITY.**

Dear Ms. Jewell:

Enclosed for filing in the above mentioned matter are seven (7) copies of Rocky Mountain Power's Application for approval of Purchase and Transfer Agreement with the Navajo Tribal Authority.

Very truly yours,

A handwritten signature in blue ink that reads "Jeffrey K. Larsen / cm".

Jeffrey K. Larsen
Vice President, Regulation

Enclosures

Yvonne R. Hogle (ISB# 8930)
Rocky Mountain Power
1407 W. North Temple, Suite 320
Salt Lake City, UT 84116
(801) 220-4050
(801) 220-3299 (fax)
Robert.Richards@pacificorp.com
Yvonne.Hogle@pacificorp.com

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UTILITIES COMMISSION

Attorneys for Rocky Mountain Power

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**IN THE MATTER OF THE
APPLICATION OF ROCKY MOUNTAIN
POWER FOR APPROVAL OF THE
DISPOSITION OF CERTAIN
FACILITIES PURSUANT TO A
PURCHASE AND TRANSFER
AGREEMENT WITH NAVAJO TRIBAL
UTILITY AUTHORITY**

**CASE NO. PAC-E-15-17

APPLICATION OF
ROCKY MOUNTAIN POWER**

PacifiCorp doing business as Rocky Mountain Power (“Rocky Mountain Power” or the “Company”), pursuant to I.C. § 61-328, hereby respectfully submits this application (“Application”) to the Idaho Public Utilities Commission (“Commission”) and respectfully requests that the Commission approve the Company’s sale of approximately 30 miles of 69 kV transmission line and associated substations pursuant to the Purchase and Transfer Agreement (“PTA”) entered into between Rocky Mountain Power and the Navajo Tribal Utility Authority (“NTUA”) attached as Confidential Attachment 1.

I. INTRODUCTION

1. PacifiCorp is an Oregon corporation that provides electric service to retail customers through its Rocky Mountain Power division in the states of Idaho, Utah and

Wyoming, and through its Pacific Power division in the states of Oregon, California, and Washington.

2. Rocky Mountain Power is a public utility in the state of Idaho and is subject to the Commission's jurisdiction with respect to its prices and terms of electric service to retail customers in Idaho.

3. Communications regarding this filing should be addressed to:

Ted Weston
Idaho Regulatory Affairs Manager
Rocky Mountain Power
1407 W. North Temple, Suite 330
Salt Lake City, UT 84116
Telephone: (801) 220-2963
E-mail: ted.weston@pacificorp.com

Yvonne R. Hogle
Rocky Mountain Power
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
Telephone: (801) 220-4050
Email: robert.richards@pacificorp.com
yvonne.hogle@pacificorp.com

In addition, Rocky Mountain Power requests that all data requests regarding this filing be sent in Microsoft Word or plain text format to the following:

By email (preferred): datarequest@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, Oregon 97232

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

II. BACKGROUND

4. Rocky Mountain Power has provided service to certain customers located within a portion of the Navajo Nation ("Nation" or "Navajo Nation") in San Juan County, Utah, for many years. This service has been provided with the consent of the Nation and pursuant to the Company's tariffs and regulations on file with and approved by the Public Service Commission of Utah and pursuant to the Certificate of Public Convenience and Necessity in Utah.

5. With the exception of service to the operator of the Aneth Oil Field, currently operated by Resolute Natural Resources Company, LLC (“Resolute”), the Company’s customers within the Nation have generally been residential and small commercial customers in relatively small clusters, spread out over large geographical rural areas. Because of the distance between customers, the Company’s line extension charges for extending service to new customers have been beyond the means of many individual customers. In some cases, the line extension charges have been satisfied through grants from the Nation, which must be obtained through a lengthy and complex process. As a result, the percentage of Navajo Nation residents that remain without electricity is relatively high.

6. Currently, the Company provides service to 1,045 customers located within the Nation utilizing 29.79 miles of transmission lines, 335 miles of distribution lines and four substations. In 2014, the total load of these customers was 40.86 megawatts and their total consumption of electricity was 286,235 megawatt hours, with Resolute accounting for the substantial majority of the load and energy consumption.

7. In 1959, the Nation created NTUA and authorized it to provide utility services throughout the Nation. Since that time, NTUA has developed and acquired utility assets to provide electric, communication, natural gas, renewable energy, water and wastewater utility services within the Nation.

8. NTUA currently serves approximately 39,600 electric customers who are spread out over a 27,000 square mile service territory. It employs approximately 720 individuals, 97 percent of whom are of Navajo descent. NTUA is the largest multi-utility owned and operated by an American Indian Tribe. NTUA is eligible for loans from the Rural Utility Service of the

United States Department of Agriculture (“RUS”). Thus, NTUA has access to available capital at reasonable costs and has secured financing for this acquisition.

9. In order to obtain easements from the Nation for the Company to provide service within the Nation, Rocky Mountain Power agreed in 1959 that the Nation would have an option to purchase certain facilities serving customers within the Nation and negotiate to purchase other facilities. This agreement is memorialized in three letters exchanged between Rocky Mountain Power and the Nation’s Council in 1959 (“Letter Agreement”). A copy of the Letter Agreement is Exhibit D to the PTA (Confidential Attachment 1).

10. In 1973, 1981 and 1989, NTUA approached the Company regarding the possible exercise of its option to acquire facilities of the Company used to provide service to customers within the Nation pursuant to the terms of the Letter Agreement. None of these approaches resulted in NTUA’s acquisition of any Company facilities, in part due to disagreements between the Company and NTUA regarding interpretation and application of the Letter Agreement.

11. Rocky Mountain Power has continued to provide electric service to customers within the Nation in accordance with the terms and conditions of its tariffs, schedules and regulations on file with and approved by the Utah Commission and with the consent of the Nation.

12. In 2009, NTUA again commenced discussions with the Company regarding acquisition of the Company’s facilities within the Nation. The parties pursued discussions and negotiations in good faith, addressing and ultimately resolving a number of issues. On December 4, 2013, the parties entered into the PTA, subject to approval of the transaction by the Council and the regulatory agencies and other necessary approvals. Approval and closing of the agreement was subsequently delayed for a number of reasons, and the agreements were later

amended. Some of the original dates and timelines contemplated in the agreements have passed, but the parties now intend to proceed to closing and implementation of the agreements upon Company receipt of approval of the appropriate regulatory agencies.

III. PURCHASE AND TRANSFER AGREEMENT

13. The PTA requires Rocky Mountain Power to sell and NTUA to purchase all of the Company's facilities within the Nation used to provide electric service to customers within the Nation. The PTA is attached as Confidential Attachment 1. The PTA was amended by the First Amendment to the Purchase and Transfer Agreement ("First Amendment to PTA"), included as Confidential Attachment 2, and the Second Amendment to the Purchase and Transfer Agreement ("Second Amendment to PTA"), included as Confidential Attachment 3. The purchase price is confidential, and is contained in the PTA.

14. The assets that are being transferred to NTUA are fully described in the PTA, and consist of 29.79 miles of transmission line, 335 miles of distribution line, and four substations. NTUA has agreed to accept Rocky Mountain Power's facilities and their associated easements in their current condition without any warranties of any kind. However, the Company has agreed to reimburse NTUA for certain costs it may incur as provided in the PTA.

15. Pursuant to I.C. § 61-328, the Company is seeking approval for the sale of the 69 kV transmission line and associated facilities only. The remainder of the facilities being transferred to NTUA, including the 69 kV substations associated with the transmission line, are situs-assigned to Utah and are not included in Idaho rate base. The book value of the transmission line is shown in Exhibit A-2 to the PTA (Confidential Attachment 1). The Company is not transferring its 345 kV transmission line that runs from the Pinto Substation in Monticello, Utah to the Four Corners Substation in New Mexico, crossing a portion of the

Nation. The PTA provides that Rocky Mountain Power will retain this line and the associated easement.

16. Further, pursuant to Section 2.52 of the PTA, Rocky Mountain Power will continue to serve Resolute, unless certain conditions are met for NTUA to begin serving Resolute. Resolute makes up the vast majority of the NTUA load. In addition, under the PTA, Rocky Mountain Power will provide wholesale power to NTUA under rates tied to Utah Schedule 9 – Large General Service, which it will use to provide retail service to its customers. Accordingly, there will be minimal or no effect on allocation factors that would impact Rocky Mountain Power’s Idaho customers.

17. To accommodate continued service to Resolute by the Company through the expiration of its Master Electric Service Agreements (“MESAs”) on June 29, 2017, the sale of facilities and transfer of customers is planned to take place in up to three steps depending on when the first closing occurs in relation to Resolute’s completion of a transmission line and related facilities enabling it to receive power from the Company at Resolute’s Aneth, McElmo and Ratherford Substations and the expiration of the Company’s MESAs with Resolute.

IV. FIRST AMENDMENT TO PTA

18. In the process of seeking approval of the Council to the transaction, it became apparent that the Council’s specific approval of the PTA was not necessary to assure that it would be a binding agreement and particularly that NTUA’s limited waiver of sovereign immunity and agreement to participate in binding arbitration would be binding on NTUA. The Council had previously granted authority to the NTUA Management Board to grant waivers of sovereign immunity and agree to binding arbitration effective 30 days after providing written notice to the Speaker of the Council. *See* Navajo Nation Council Resolution No. CAP-18-10, Attachment 4. The Resolution of the NTUA Management Board, Exhibit L to the PTA

(included as Confidential Attachment 1), already satisfied that requirement without the necessity of the Council including its approval of the PTA and the limited grant of waiver of sovereign immunity and agreement to binding arbitration in the Council Resolution. Thus, the parties entered into the First Amendment to PTA effective March 4, 2015. A copy of the First Amendment to PTA is provided as Confidential Attachment 2.

19. The First Amendment to PTA provides a substitute proposed resolution in place of the proposed resolution attached as Exhibit K to the PTA (included as Confidential Attachment 1). The First Amendment to PTA also makes conforming amendments to provisions of the PTA referring to the approval of the Council through the Resolution.

20. On May 19, 2015, the Council adopted the Resolution in substantially the form of the resolution attached to the First Amendment to PTA. The Resolution as adopted was certified on May 27, 2015. A copy of the Resolution is provided as Exhibit K to the PTA.

V. SECOND AMENDMENT TO PTA

21. As a result of a number of factors and circumstances, the planned schedule for seeking approval of the transaction, closing of the PTA and completion of the separation plan, which is Exhibit J to the PTA (included in Confidential Attachment 1), needed to be modified.

22. The parties executed the Second Amendment to PTA dated December 2, 2015. A copy of the Second Amendment to PTA is provided as Confidential Attachment 3.

23. The Second Amendment to PTA modifies the dates by which the parties must take certain actions; clarifies how service to customers outside the Nation that the parties agree would currently be better served by NTUA will be handled; and clarifies an option in the PTA consistent with the understanding of the parties.

VI. CONCLUSION

24. Rocky Mountain Power is unaware of any adverse impact to another utility or customers that would result from this transaction. Approval of the transfer of the transmission lines as described above is necessary to complete the transaction with NTUA. Rocky Mountain Power respectfully submits that the transaction is in the public interest and in the best interest of its customers.

25. In addition to Idaho, Rocky Mountain Power will also submit approval filings to the Public Service Commission of Utah, the Wyoming Public Service Commission, and the Oregon Public Utility Commission, and file an advice letter in California.

VII. MODIFIED PROCEDURE

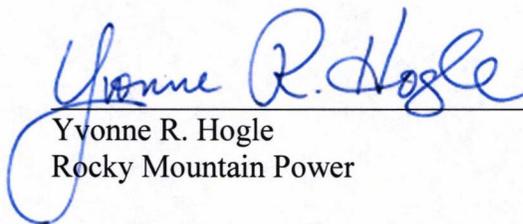
26. The Company believes that a hearing is not necessary to consider the issues presented herein and respectfully requests that this Application be processed under Modified Procedure; i.e., by written submissions rather than by hearing. RP 201 *et seq.* If, however, the Commission determines that a technical hearing is required, the Company stands ready for immediate consideration of its Application and will present its testimony to support the Application in such hearing.

VIII. RELIEF REQUESTED

For the reasons set forth herein, Rocky Mountain Power respectfully requests that the Commission: (1) process this Application under Modified Procedure; (2) authorize the Company to sell approximately 30 miles of transmission line and associated substations pursuant to the PTA with the Navajo Tribal Utility Authority and (3) grant any further relief necessary as may be just and reasonable. The Company acknowledges that approval of this Application does not include relief for any ratemaking treatment, and that such treatment will be dealt with at a later time.

DATED: December 31, 2015.

Respectfully submitted,



Yvonne R. Hogle

Yvonne R. Hogle
Rocky Mountain Power

Attorney for Rocky Mountain Power

Attachments 1, 2, and 3 are Confidential and
are Provided Under Separate Cover

Attachment 1 – CONFIDENTIAL Purchase and Transfer Agreement
(PTA)

Attachment 2 – CONFIDENTIAL First Amendment to PTA

Attachment 3 – CONFIDENTIAL Second Amendment to PTA

Attachment 4
Resolution of Navajo Nation Council - CAP 18-10

RESOLUTION OF THE
NAVAJO NATION COUNCIL

21st NAVAJO NATION COUNCIL - Fourth Year 2010

AN ACT

RELATING TO GOVERNMENT SERVICES AND ECONOMIC DEVELOPMENT;
AMENDING THE PLAN OF OPERATION FOR THE NAVAJO TRIBAL UTILITY
AUTHORITY AT 21 N.N.C. § 7(B)(14); AUTHORIZING THE NAVAJO
TRIBAL UTILITY AUTHORITY MANAGEMENT BOARD TO GRANT WAIVERS OF
THE AUTHORITY'S SOVEREIGN IMMUNITY

BE IT ENACTED:

Section One. Findings

A. The current national economic environment has made it more difficult for the Navajo Tribal Utility Authority to continue to provide services without the ability of the Authority to waive its own sovereign immunity from suit.

B. It is the Navajo Tribal Utility Authority's experience that counterparties in complex transactions are requiring the Authority to seek specific waivers of its sovereign immunity from the Navajo Nation Council which, due to timing difficulties, can jeopardize such transactions.

C. The Management Board of the Navajo Tribal Utility Authority recommends that the Navajo Nation Council approve amendments to the plan of operation for the Navajo Tribal Utility Authority at 21 N.N.C. § 7(B)(14) authorizing the Management Board to grant waivers of the Authority's sovereign immunity from suit. Resolution NTUA-26-09 is attached hereto as Exhibit A.

**Section Two. Amending Title 21 of the Navajo Nation Code,
21 N.N.C. §7(B)(14)**

The Navajo Nation hereby amends Title 21 of the Navajo Nation Code, as follows:

NAVAJO NATION CODE ANNOTATED
TITLE 21. PUBLIC UTILITIES AND COMMUNICATIONS

CHAPTER 1. NAVAJO TRIBAL UTILITY AUTHORITY
SUBCHAPTER 1. GENERALLY

* * * *

§ 7. Management Board; purpose; duties and powers

* * * *

B. Enumerated powers. Subject to Navajo Nation Council approval where required, and applicable Navajo Nation and federal laws and regulations, and solely in furtherance of the limited purposes set forth in 21 N.N.C. § 5, the Management Board shall have the following powers:

* * * *

14. To sue or be sued. To bring suit in its name and, notwithstanding any legal limitations under the Navajo Sovereign Immunity Act, to participate in enforceable arbitration proceedings and to contractually waive immunity to suit in the courts of the Navajo Nation and any state or federal court having jurisdiction, provided that notwithstanding any other provision of law, including but not limited to the Navajo Sovereign Immunity Act, the Management Board, upon 30 days written notice to the Speaker of the Navajo Nation Council of the intention of the Management Board to waive the Authority's sovereign immunity, may by resolution duly adopted waive the Authority's immunity from suit. Any such waiver shall be limited to the assets, revenue and income of the Authority, and shall not waive the sovereign immunity of the Navajo Nation nor extend liability to any assets, revenue, or income of the Navajo Nation.

* * * *

Section Three. Effective Date

The provisions of this Act shall become effective in accord with 2 N.N.C. § 221(B).

Section Four. Codification

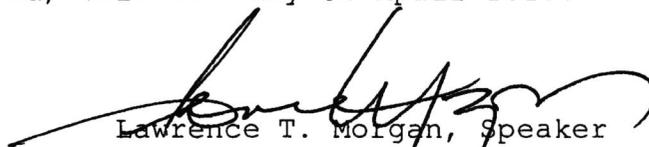
The provisions of this Act which amend sections of the Navajo Nation Code shall be codified by the Office of Legislative Counsel.

Section Five. Savings Clause

Should any provision of this Act be determined invalid by the Navajo Nation Supreme Court, or the District Courts of the Navajo Nation, without appeal to the Navajo Nation Supreme Court, those portions of this Act which are not determined invalid shall remain the law of the Navajo Nation.

CERTIFICATION

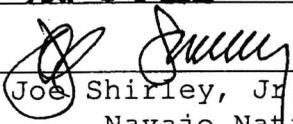
I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona) at which a quorum was present and that the same was passed by a vote of 59 in favor and 19 opposed, this 21st day of April 2010.


Lawrence T. Morgan, Speaker
Navajo Nation Council
04 May 10
Date

Motion: Amos Johnson
Second: GloJean Todacheene

ACTION BY THE NAVAJO NATION PRESIDENT:

1. I hereby sign into law the foregoing legislation, pursuant to 2 N.N.C. §1005 (C)(10), on this _____ day of MAY 14 2010 2010.



Dr. Joe Shirley, Jr., President
Navajo Nation

CAP-18-10

2. I hereby veto the foregoing legislation, pursuant to 2 N.N.C. §1005 (C) (11), this _____ day of _____ 2010 for the reason(s) expressed in the attached letter to the Speaker.

Dr. Joe Shirley, Jr., President
Navajo Nation



**RESOLUTION OF THE
MANAGEMENT BOARD OF THE
NAVAJO TRIBAL UTILITY AUTHORITY**

NTUA-26-09

**Approving Amendments to the Plan of Operation of the
Navajo Tribal Utility Authority and Requesting Approval
of the Same by the Navajo Nation Council**

WHEREAS:

1. Pursuant to 21 N.N.C. § 7(A)(1), the Management Board of the Navajo Tribal Utility Authority ("the Authority") is authorized and responsible for the management and operation of the Authority; and
2. NTUA Management has recommended that the Authority's Plan of Operation codified at 21 N.N.C. § 1, *et seq.*, to authorize the NTUA Management Board to waive the Authority's sovereign immunity from suit; and
3. The current national economic environment has made it more difficult for the Authority to continue to provide its services without the ability of the Authority to waive its own sovereign immunity from suit. It is the Authority's experience that counterparties in complex transactions are requiring the Authority to seek specific waivers of its sovereign immunity from the Navajo Nation Council, which due to timing difficulties jeopardizes such transactions.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Management Board of the Navajo Tribal Utility Authority hereby approves amendments to the Plan of Operation of the Navajo Tribal Utility Authority, codified at 21 N.N.C. § 1, *et seq.* The proposed amendments are attached hereto as Exhibit 1.
2. The Management Board further requests approval of the Authority's proposed Plan of Operation amendments set forth in Exhibit 1 by the Navajo Nation Council.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered at a meeting of the Management Board of the Navajo Tribal Utility Authority in Dilkon, Arizona, at which a quorum was present and the same was duly approved by a vote of 4 in favor, 0 opposing, and 0 abstaining this 25th day of June 2009.



Sonny Clark, Secretary

EXHIBIT 1

14. To sue or be sued. To bring suit in its name and, notwithstanding any legal limitations under the Navajo Nation Sovereign Immunity Act, to participate in enforceable arbitration proceedings and to contractually waive immunity to suit in the courts of the Navajo Nation and any State or Federal court having jurisdiction, provided that notwithstanding any other provision of law, including but not limited to the Navajo Sovereign Immunity Act, the Management Board, upon thirty days written notice to the Speaker of the Navajo Nation Council of the intention of the Management Board to waive the Authority's sovereign immunity, may by resolution duly adopted waive the Authority's immunity from suit. Any such waiver shall be limited to the assets, revenue and income of the Authority, and shall not waive the sovereign immunity of the Navajo Nation nor extend liability to any assets, revenue, or income of the Navajo Nation.



NAVAJO TRIBAL UTILITY AUTHORITY
AN ENTERPRISE OF THE NAVAJO NATION

*4/8/10 10:50 am
R. Laughter*

January 7, 2010

Honorable Roy Laughter
Council Delegate
Chilchinbeto Chapter

Re: Navajo Tribal Utility Authority ~ Sponsorship of Legislations

Dear Mr. Laughter:

We are respectfully requesting your assistance in sponsoring the attached hereto two pieces of legislation on behalf of the Navajo Tribal Utility Authority. The co-sponsors are Ervin Keeswood and Mel R. Begay.

The first legislation seeks to amend NTUA's plan of operation to authorize the NTUA Management Board to approve limited waivers of NTUA's sovereign immunity.

The second legislation seeks to increase NTUA's borrowing authority from \$200 million to \$500 million.

NTUA would like to seek approval of the attached legislations at the 2010 Winter Session of the Navajo Nation Council. Should you have any questions, please contact our office at 729-6204.

Sincerely,

Bernice Tsosie
Government Liaison

xc: Ervin Keeswood
Mel R. Begay
Walter W. Haase, NTUA General Manager



NAVAJO TRIBAL UTILITY AUTHORITY

AN ENTERPRISE OF THE NAVAJO NATION

January 6, 2010

Honorable President Joe Shirley, Jr.
The Navajo Nation
P.O. Box 9000
Window Rock, AZ 86515

Re: Navajo Tribal Utility Authority
Administrative Review of Proposed Legislation
Amending NTUA's Plan of Operation

Dear Honorable President Shirley:

Enclosed for administrative review are two pieces of draft legislation seeking to amend the Plan of Operation of the Navajo Tribal Utility Authority (NTUA) such that (1) its Management Board would be authorized to grant limited waivers of NTUA's sovereign immunity and (2) NTUA's borrowing authority will be increased.

With respect to several projects that NTUA has undertaken and plans to undertake, including the Big Boquillas Wind Project, other wind generation projects, its New Markets Tax Credits financings, among numerous other day-to-day business transactions, NTUA has been requested by counterparties to seek a waiver of its sovereign immunity for enforcement of contractual obligations.

NTUA has had to forego valuable business opportunities in the past due to its inability to quickly obtain a sovereign immunity waiver. The NTUA Management Board is well aware of the situation and has therefore approved a Board Resolution, NTUA-26-09, requesting amendment of the NTUA Plan of Operation to authorize the Management Board to grant limited waivers of NTUA's sovereign immunity on case-by-case basis.

NTUA also plans to make significant investments intended to improve and expand NTUA's utility facilities as well as acquire new facilities to serve customers in Utah and the Western portions of the Navajo Reservation. NTUA's current outstanding borrowing plus new borrowing will easily exceed \$200 million, which is NTUA's current borrowing authority. NTUA wishes to increase its borrowing authority to \$500 million.

Honorable President Joe Shirley, Jr.
Page Two
January 6, 2010

Expedited review by the Executive Branch of the Navajo Nation is appreciated. NTUA would like to seek approval of the enclosed legislation at the 2010 Winter Session of the Navajo Nation Council.

Sincerely,

NAVAJO TRIBAL UTILITY AUTHORITY


Walter W. Haase, P.E.
General Manager

WWH/mar
Enclosure

xc: Sidney Bob Dietz II, NTUA Management Board Chairperson
Warren Denetsosie, NTUA Legal Counsel
Bernice Tsosie, Government Liaison

21st Navajo Nation Council

Fourth Year 2010

Mr. Speaker,

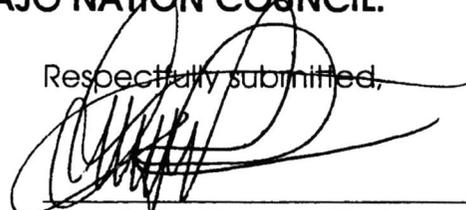
The **ETHIC AND RULES COMMITTEE**, to whom has been assigned

NAVAJO LEGISLATIVE BILL 0032-10

Has had it under consideration and reports the same with a **DO PASS** with **NO AMENDMENTS**.

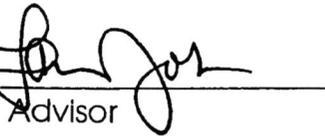
And therefore referred to the **21ST NAVAJO NATION COUNCIL**.

Respectfully submitted,



Francis Redhouse, Chairperson

Adopted: _____


Advisor

Not Adopted: _____

Advisor

Date: **February 19, 2010**

The vote was 6 in favor and 0 opposed

Excused:

Absent:



21st Navajo Nation Council - Third Year

Mr. Speaker

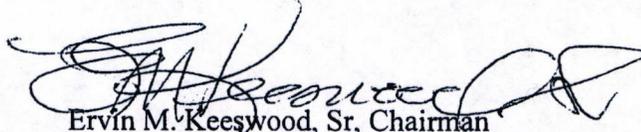
The **GOVERNMENT SERVICES COMMITTEE** to whom has been assigned

NAVAJO NATION LEGISLATIVE BILL #0032-10

Relating Government Services and Economic Development; Amending the Plan of Operation for the Navajo Tribal Utility Authority at 21 N.N.C. § 7 (B) (14); Authorizing the Navajo Tribal Utility Authority Management Board to Grant Waivers of the Authority's Sovereign Immunity

Has had it under consideration and reports the same with the following recommendation that it **DO PASS** with no amendments.

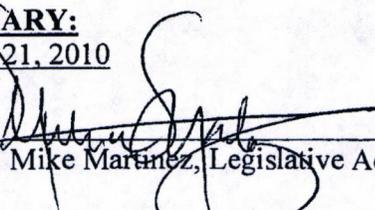
And therefore referred to **ECONOMIC DEVELOPMENT COMMITTEE** respectfully submitted


Ervin M. Keeswood, Sr, Chairman
GOVERNMENT SERVICES COMMITTEE

GSC SUMMARY:

Date: January 21, 2010

Adopted :


Mike Martinez, Legislative Advisor

Main Motion: Leonard Teller 2nd Charles Damon

Vote 5 - 0

**ECONOMIC DEVELOPMENT COMMITTEE REPORT
21st NAVAJO NATION COUNCIL – Fourth Year, 2010**

Mr. Speaker:

The **ECONOMIC DEVELOPMENT COMMITTEE**, to whom has been assigned:

LEGISLATION NO. 0032-10

Introduced by Hon. Roy Laughter

AN ACTION

Relating to Government Services and Economic Development; Amending the Plan of Operation for the Navajo Tribal Utility Authority at 21 NNC §7(B) (14); Authorizing the Navajo Tribal Utility Authority Management Board to Grant Waivers of the Authority's Sovereign Immunity

has had it under consideration and reports the same with a **DO PASS** with **NO AMENDMENTS**.

And thence referred to the **Ethics and Rules Committee**.

CERTIFICATION

I, hereby certify that the foregoing legislation was duly considered by the Economic Development Committee of the Navajo Nation Council at a duly called meeting at St. Michaels, Navajo Nation (Arizona), at which a quorum was present and that the same was passed with a vote of **7 in favor and 0 opposed** this 3rd day of February 2010.



Mr. Lawrence R. Platero, Chairperson
Economic Development Committee .

MOTION: GloJean Todacheene
SECOND: Tom LaPahe