

Correspondence Folder #3

From Memo dated Aug. 21, 2008
Re: Requested revisit F/E + B/U

to License Review Memo
Dated: Aug. 1, 2013

MEMORANDUM

Date: August 1, 2013
To: Water Right File 29-7699
From: Michele Edl
Re: license review

Introduction

A field examiner visited the site on September 18, 1996 but he did not confirm beneficial use nor did he confirm compliance with the conditions of the permit. There was no generation the day of that visit because insufficient water in the river meant that the powerplant was offline. The examiner documented the existence of a hydroelectric facility and its equipment, and recommended a beneficial use which matched the permit authorization. The permit holder told the examiner that generation had occurred in the months prior to his site visit. But the examiner did not provide any flow and generation data to support his recommendation.

A significant amount of additional information was required to substantiate beneficial use and to confirm compliance with the conditions of the permit.

Applicant

The current permit holder, Commercial Energy Management, Inc. is registered with IDSOS as #C141852. Permit 29-7699 was issued in 1981 to Marlon Bird and a different group of investors which were also incorporated as Commercial Energy Management, Inc. That corporation was not registered with IDSOS until 1983 (as #C73268) and now has status forfeited. A chain of permit assignments takes us from the 1983 Commercial Energy Management, Inc. (Marlon Bird, director) to the 2001 Commercial Energy Management, Inc. (Maher Wissa, president).

Available Bannock County taxlot information shows that: 1) the POD is located nearest to property on the west river bank owned by Commercial Energy Management, Inc.; 2) the POU and the project land within which the penstock is buried, are property owned by the State of Idaho; and 3) the inundated project land above the POD is owned by a private individual.

The Federal Energy Regulatory Commission (FERC) has jurisdiction over this hydroelectric project. The FERC project name is the Portneuf River Hydroelectric Project. The project number is 7447. FERC issued a minor license in December 29, 1986 with a 50-year term. The FERC licensing order 7447-02 can be seen in the hearing exhibits provided for Idaho Department of Lands' easement hearing, Fred A Kisabeth, hearing officer. FERC correspondence shows Commercial Energy Management, Inc., (at the address of record for the Wissa incorporation), as the licensee of project 7447.

Statutory requirements

Neither Commercial Energy Management Inc. (Wissa), nor the lien holder, West One Bank appears to have completed an Affidavit for Power Purposes when the permit was assigned to them.

A letter dated November 6, 1992 from Gary Spackman (then manager of Water Right Permits section) to Lew Campbell (West One Bank) acknowledges the lien and financial statements which were provided to him but are not part of the file.

I was able to glean the other necessary information from other sources.

A query of the IDSOS database shows that Commercial Energy Management Inc., #C141852, was organized for the purpose of owning and operating a power generation facility.

FERC issued a minor license (not an exemption), authorizing project construction on the Portneuf River not in an irrigation canal. Permission from the owner of an irrigation facility was not needed.

Source & Point of Diversion

November 5, 1992, Glen Saxton accepted the proposed measuring equipment which was a Smartman SCADA system capable of monitoring and recording the stage and calculating flow of water at the top of bypass reach.

Eastern Region personnel Harold Jones and Paul Meyer visited the site on July 22, 1993, a few days before the Proof of Beneficial Use was submitted. Although the water right file contained no documentation of that visit, the FERC electronic records for this project contained the attached letter from Commercial Energy Management, (Wissa) to FERC dated January 5, 1994. Apparently after he was shown a report generated by the Smartman SCADA system, Mr. Jones put a notation on Commercial Energy Management's Proof of Beneficial Use form which indicated approval of the measuring device.

The SCADA system in the plant is capable of providing hourly kW generated and stage and flow data for the bypass reach. Condition 6 states that IDWR expected reports to be provided but the condition did not define the time interval to be covered by each report. The first report was submitted after some prompting and on May 4, 1995, the State office acknowledged receiving bypass flows from the start date to March 31, 1995 which is approximately two years of data. The acknowledgment is in the file but the submittal itself is absent. Reports from the system were submitted at irregular intervals to the Department thereafter, until September 24, 1997 when an order changing the submittal requirements for Condition 6 was issued.

Condition 11

IDWR stream channel alteration permit # 29-S-100 was issued June 16, 1988. The water right file also contains reference to a joint application for stream channel alteration (Reference No. 071-OYC-4-003292) which was filed with the Walla Walla District of the US Army Corps of Engineers.

Condition 14.

As-built drawings were submitted September 23, 1993. The drawings were prepared and stamped by Maher F. Wissa who is a professional engineer registered with the State of Idaho as #5695.

Condition 15

The project was designed with turbine bypass valve and piping. The design was proposed in an October 10, 1988 letter to Director Higginson. (See the as-built drawing PRH-P-001).

License conditions

Effective March 29, 2012, the Beneficial Use Examination Rules exempt on-stream, run-of-the-river, power generation from the volume reporting requirement. Although it's an off-stream diversion, this hydroelectric facility is operated in run-of-river mode. Its operation meets the description for exemption from the volume requirement. Therefore, no volume is required and none is recommended for this right.

The end date of the power sales agreement between Commercial Energy Management, Inc.,(Wissa) and PacifiCorp is May 31, 2020. The contract term was clarified between the two parties in 2006 and the agreed upon term is much shorter than the term of the FERC license. The 50-year, FERC license was issued December 29, 1986 and was made effective retroactively to December 1, 1986. It will expire November 30, 2036. I am recommending a term date consistent with the FERC license.

This right will be made subordinate to any subsequent rights also served by the Portneuf River.

Watermaster 29 control is required.

FERC license Article 403 establishes a 1-ft per hour ramp rate at the diversion weir. But without the compliance reports it is difficult to know that the requirement was met or that it served the intended purpose.

Article 403 also requires annual flushing flows bypass the powerplant. This means that the powerplant is taken offline for 10 consecutive days each spring to provide a period of unregulated high flow to flush the channel.

The permit holder had difficulty meeting all of these constraints the first years of operation.

Storage Use

At the authorized rate, the stilling pool impounded by the diversion weir and intake works, contains less than 24-hours worth of storage. The impoundment is not under the jurisdiction of the Dam Safety section although photos of the weir and the intake are posted in their electronic photo library.

The cut off wall beneath the corner where the weir joins the intake failed on June 17, 1994. Seepage below the containment walls tested and proved the correctness of a low hazard classification.

Power Use

The Proof of Beneficial Use statement was submitted timely on July 27, 1993.

A power sales agreement was negotiated between CEM (Commercial Energy Management) and Utah Power & Light. The agreement was executed on September 24, 1991 but the first energy date was not until April 1993. Beneficial use during the development period was uncertain. Utah Power & Light assets have subsequently been assumed by PacifiCorp. I requested and received specific data to support beneficial use from PacifiCorp personnel. John Younie, the PURPA contract coordinator for PacifiCorp, provided monthly generation records from 1993 which confirm that the project was generating power within the development period. See the attached excerpt from PacifiCorp's Report 3.

Place of Use

The place-of-use is an earth-sheltered powerhouse. The powerhouse contains a horizontal, Francis-type turbine, a synchronous generator, and control and auxiliary works including the small SCADA system.

The design hydraulic capacity of the turbine is 6.06 cubic meters per second, which is approximately 214 cfs. Lacking the turbine performance curves or commissioning test data, the range of flow actually used by the turbine is unknown.

The generator nameplate data shows that it is rated for 900 kW which consistent with FERC's expectation for the project.

The POU is constructed on land owned by the Lava Hot Springs Foundation. The Idaho Department of Lands administers land transactions for them. I requested and received a copy of the Amended Easement #5402 between The State of Idaho (Lava Hot Springs Foundation) and Commercial Energy Management, Inc., which was signed January 23, 1996. (See attachment.) The easement was issued in perpetuity but subject to the terms of the FERC license. It was made effective retroactively to March 1, 1989.

Point of Discharge

The turbine discharges into a short tailrace which conveys the water ~50 ft. The water that was diverted for power use rejoins the Portneuf River between river miles 53 and 54.

Status

This hydroelectric project is a non-consumptive water use in the Non-Trust Area. Watermaster oversight was required by the permit and will be required by the license.

Compliance with permit conditions

Condition 6

The source of the water is the Portneuf River. The diversion is located between river miles 54 and 55. A 4-ft high overflow weir spans the river. A stilling pool is impounded behind the weir and the intake structure which adjoins it. The pool has negligible (approximately 1/2 day) impoundment capacity. At the weir, the water for power use is directed off of the main channel of the river and into an off-stream system.

The intake structure consists of four bays, each with a trash rack followed by a rotating drum style fish screen. In the southwest corner of the intake structure is the submerged entrance to a single, 72-in diameter, 1357-ft long, penstock. The penstock is buried beneath State of Idaho land the entire distance from the intake to the powerhouse.

I found no record of GPS coordinates for the penstock intake (the POD) or the powerhouse (the POU). I created the POD and POU shapes based on a comparison of aerial photography with the field examiner's map.

Water data

Active USGS streamgaging stations on the Portneuf River are located several miles from this project. The nearest station, the Portneuf River at Topaz (USGS #13073000), measures total water available at river mile 49, a location 5 - 6 miles downstream of this project's POD. However, statistics applied to period-of-record data from this station were used to plan this project. If those same statistics are applicable to contemporary streamflow data, then water sufficient to meet the beneficial use claimed is available to the turbine for a portion of each year.

A small SCADA (supervisory control and data acquisition) system has been installed in the project. A pressure transducer and level control system are located at the diversion weir. The SCADA system monitors and archives the river stage readings and calculates the flow. Reports of hourly data were printed and submitted to the Department in compliance with condition 6 of the permit.

POU/POD overlap

There are no other rights diverted from the POD and no other uses are authorized at the POU.

Article 403 of the FERC license requires that flows in the Portneuf River be maintained at 40 cfs or inflow, whichever is less. This means that 1) this hydroelectric project is off-line and available water bypasses the project during periods when flow less than or equal to 40 cfs and 2) the Portneuf River is not dewatered between the diversion and the return. The reach of river between the diversion and the point of discharge is the main channel of the Portneuf River. File documents routinely refer to that reach as the bypass reach because the point of reference is the powerplant which is the feature being bypassed.

There are no diversions from the bypass reach. At a minimum, water for SRBA decreed rights 29 - 36 and 29 - 37, totaling 39.5 cfs from the Portneuf River, are shepherded past the project to the downstream service territory of the Dempsey Irrigating Co.- Topaz Irrigation Co.

Water Use

System operation

The Portneuf River Hydroelectric Project is not an on-stream project. However, the FERC license requires that the licensee operate the project in instantaneous run-of-river mode and to continuously pass 40 cfs of water over the diversion weir spillway.

This project has two bypass requirements. A bypass of the entire project is required by Article 403 of the FERC license. An additional bypass, of the turbine only, is required by Condition 15 of the IDWR permit. Both of these bypass requirements appear to have been targeted at minimizing the fluctuation of the flow of the Portneuf River.

IDWR did not define an acceptable ramp rate in Condition 15. So Condition 15 was satisfied by a penstock designed and constructed with a relief valve and piping which bypasses the turbine.

To: Water Right File 29-7699

From: medl

Re: license review

Photos taken Aug 2012 available from the Dam Safety image gallery.







To: Water Right File 29-7699

From: medl

Re: license review

Documents downloaded from the FERC eLibrary.

CEM COMMERCIAL ENERGY MGMT, INC.

1155 Yellowstone Ave • Suite B • P. O. Box 4518 • Pocatello, Idaho 83205 • Telephone (208) 237-8184 • Fax (208) 237-8184

October 23, 1991
Ref: CEM/0756

ORIGINAL

Mr. Arthur C. Martin
Regional Director
Federal Energy Regulatory Commission
Portland Regional Office
1120 S.W. 5th Avenue, Suite 1340
Portland, OR 97204

Subject: Portneuf River Hydroelectric Project
Lava Hot Springs, Idaho
FERC Project No. 7447 - 002
Project Status Quarterly Report

Reference: FERC DPCA's letter dated June 28, 1990

Dear Mr. Martin:

As requested by the referenced letter, below is the project status for the quarter ending June 30, 1991:

1) Project Legal Status:

This issue is now closed.

2) Payments on Equipment:

No additional payments were made during this quarter. As stated in the previous report, CEM is working on the design package for the powerhouse. This package is scheduled for completion by end of November, 1991.

3) Power Purchase Agreement (PPA):

After more than three and half years of negotiations with the Utility Company (Utah Power and Light), a final agreement was reached on PPA. CEM executed the final PPA on September 24, 1991.

92 JAN 28 AM 10:45

9201300/65

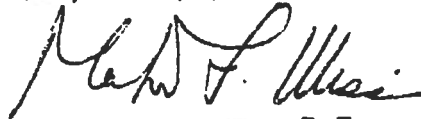
For Quality There Is No Quitting Time

JAN 28 1992

Mr. Arthur C. Martin
CEM/0756, October 23, 1991
Page 2

We trust this information will satisfy your requirements stated in the referenced letter. Should there be any further questions, please advise. Thank you.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Maher F. Wissa". The signature is fluid and cursive, with the first name "Maher" being more prominent.

Maher F. Wissa, P.E.
President

cc: Mr. William Lagnion, FERC Portland Regional Office,
Portland, OR
Mr. J. Mark Robinson, Director, FERC Division of Project
Compliance and Administration, Washington, D.C.
Mr. J. W. Flint, FERC Division of Project Compliance and
Administration, Washington, D.C.

DPCA

JUN 28 1990

Project No. 7447-Idaho
Portneuf River Project
Commercial Energy MGMT, Inc.

Maher F. Wissa, President
Commercial Energy MGMT, Inc.
P.O. Box 4518
Pocatello, ID 83205

Dear Mr. Wissa:

This is in reply to your letter dated May 10, 1990,
requesting a start of construction determination based on the
contract for major equipment for the Portneuf River Project, FERC
No. 7447.

We reviewed the material you submitted and have determined
that construction was started on the date you filed copies of
your equipment fabrication contract and the photographs showing
the fabrication process (i.e. May 10, 1990).

You should provide our Portland Regional Office and this
office with quarterly reports on the status of your eminent
domain proceedings and payments made for the purchase of the
equipment.

Should you have any questions, please contact J. W. Flint at
(202) 357-0667.

Sincerely,



J. Mark Robinson
Director, Division of Project
Compliance and Administration

OHL/DPCA
Flint, J.:jej
June 28, 1990

cc: PRO
DPCA
DOCKETS(2)
Flint
Ildari

ORIGINAL

CEM COMMERCIAL ENERGY MGMT, INC.

P.O. Box 4518 • Pocatello, Idaho 83205 • Telephone (208) 237-3563 • Fax (208) 237-3563

May 08, 2000
Ref: CEM/1131

FILED
OFFICE OF THE SECRETARY
00 MAY 11 PM 2:17
FEDERAL ENERGY
REGULATORY COMMISSION

The Secretary
FEDERAL ENERGY REGULATORY COMMISSION
Mail Code: DPCA, HL-21.1
888 First Street, N.E.
Washington, D.C. 20426

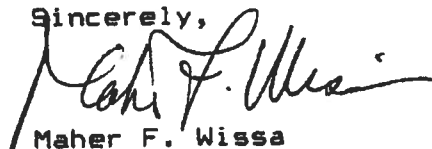
Subject: Portneuf River Hydroelectric Project
Lava Hot Springs, Idaho
FERC Project No. 7447 - 002

Dear Sir:

As discussed with Mr. Robert Shaffer of your office on Friday May 5, 2000, attached is the corrected revision to Exhibit A submitted under "REV 1, 7/23/99." The previous submittal showed the capacity of the generating units 720 kW as per operational test, and not the approved capacity 900 kW.

Please feel free to contact me if you have any further questions.

Sincerely,



Mahe F. Wissa
President

Attachments: Original and 8 copies

c: Harry T. Hall, FERC-PRO w/attachment

ORIGINAL

~~ORIGINAL~~

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MAY 11 2000

000622-0320-3

For Quality There Is No Quitting Time

EXHIBIT A

(REV 1 - 7/23/99)

**DESCRIPTION OF PROJECT AND PROPOSED MODE OF OPERATION
PORTNEUF RIVER HYDROELECTRIC PROJECT**

- (1) (i) Number of Generating Units 1
Capacity of Unit 900 kW (per operational test)
Provision for future Units None
(ii) Type of Hydraulic Turbine Horizontal Francis
(iii) Description of Plant Operation Automatic: Run off the river
(iv) Estimated Average Annual Energy Generation 2.1 GWH
(v) Estimated Average Head (Net) 46.0 ft.
(vi) Reservoir N/A
Surface Area at Crest N/A
Water Surface Elevation at Crest N/A
Storage Capacity N/A
(vii) Estimated Hydraulic Plant Capacity 210 cfs
Estimated Average Stream Flow at Diversion Point 140 cfs
Flow Duration Curve N/A
(viii) Sizes, Capacities and Construction Material:
Diversion Weir
Construction Reinforced Concrete
Elevation (Top of Diversion Weir) 5092.70 M.S.L.
Height of Weir 4 ft.
Length of Weir 40 ft.
Capacity Can Spill over 1022 cfs
Other Features Slide Gate for River Bed Load Bypass.
Two 6 ft. Wide Stoplog Channels
Penstock Intake
Construction Reinforced Concrete
Elevation (Floor) 5082.70 M.S.L.
Height 13 ft.
Length 65 ft.
width 50 ft.
Other Features Self Cleaning Trash Racks/Fish Screens,
Manual Bulkhead Gates
Powerhouse
Construction Reinforced concrete
Length 43 ft.
Width 48 ft.
Floor Elevation 5047.88 M.S.L.
Other Features Precast Concrete walls and roof. Flat Roof
with Access. Buried on Three Sides and
Roof.
Transmission
Length 0.2 Mile to Inter-tie
Rating 12.5 kV (Nominal)
Inter-tie Existing 12.5 kV Three-Phase Distribution Lines
owned by Pacific Corporation/Utah Power.
(ix) Project Cost \$1,302,873
- (2) Purpose of Project: Generation and sale of electric energy to Pacific Corporation/Utah Power, pursuant to PURPA of 1978.

FILED
OFFICE OF THE SECRETARY
00 MAY 11 PM 2:17
FEDERAL ENERGY
REGULATORY COMMISSION

ORIGINAL CEM COMMERCIAL ENERGY MGMT, INC.

1465 Yellowstone Ave. Suite B • P. O. Box 4518 • Pocatello, Idaho 83205 • Telephone (208) 237-8184 • Fax (208) 237-8184

94 JAN 10 PM 3:03

Telephone (208) 237-3563

FEDERAL ENERGY
REGULATORY COMMISSION

January 5, 1994
Ref: CEM/0978

CERTIFIED MAIL

The Secretary
Federal Energy Regulatory Commission
Mail Code: DPCA, HL-21.1
825 North Capitol Street, N.E.
Washington, D.C. 20426

Subject: Portneuf River Hydroelectric Project
Lava Hot Springs, Idaho
FERC Project No. 7447-002

Dear Sir:

This is in response to the letter dated December 10, 1993 from Mr. J. Mark Robinson, Director of DPCA, requesting flow-related information. This request was instigated by a report of alleged low water flow in the bypassed reach of river.

First, some background: The report of low flow was made by a part-time resident just after a five-day powerplant outage, to make revisions to the turbine bypass valve, was completed. Indeed, we had given the reporting person a tour of the powerplant during the outage, and he first reported his belief of low flow to us, via a telephone recorder message, prior to his contacting the Idaho Fish and Game Department when he could not immediately reach us.

We suspected, upon first receipt of his report, that this gentleman had become used to seeing the full flow in the river during the outage, and then when powerplant operation resumed, it appeared to him that the flow in the bypassed reach was inappropriately low. His report was in contrast to our strong belief, per our operating personnel's visual inspection upon resumption of plant operation, that the flow was correct.

Upon the report from the Idaho Fish and Game Department officer, we investigated further, checking our controls, and discovered that our record of bypassed river reach flow could be faulty (though the flow was adequate per our visual observations) as a result of two related problems:

1. Changes made during the outage to the dam's excess water spill level, which required reprogramming the recording instrument (techniques for which had not yet been provided to us by the firm which designed the controls); and
2. A level sensing instrument calibration drift which had occurred sometime since its installation, so that the bypassed river reach flow recording instrument was receiving a signal with some error.

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FERC DOCKETED

JAN 10 1994

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For Quality There Is No Outing Time

CEM/0978, January 5, 1994
Page 2

After we ascertained these factors, it took several days to get the situation squared around so that we were satisfied that the reported flow record was accurate. This period is also somewhat confusing to us because there was a period after the noted outage in which the plant was in manual operating mode because the SMARTMAN controller operation was disrupted, possibly by a voltage surge (e.g. lightning).

As you know, the plant operation was commenced in April 1993. During these beginning months of operation, startup operational needs, quirks and problems are being determined and adjustments or repairs made to prevent recurrence. Changes to equipment have been performed by us as soon as the causative problem could be identified. The quirks sometimes found with electronic equipment, such as the SMARTMAN controller, can be particularly difficult to trace. The problem associated with the failure in it's electronic function is the loss of generating reports. This was reported to IDFG. Subsequently CEM's maintenance engineer was ordered to increase his monitoring of electronic equipment operation, and we feel that this will spot the problem quickly, if it recurs.

Mr. Robinson requests answers to several questions in his letter; below are our answers to these questions:

1) Method of monitoring and recording compliance with the requirements of Article 403:

As requested in the Article we proposed and obtained Idaho Department of Water Resources approval (see attached IDWR letter dated November 5, 1992) on the installation of a water level sensor at the weir/diversion dam and use of a SMARTMAN in the control panel to continuously measure and record the amount of water in the bypassed reach of the Portneuf River. Subsequently, CEM hired Dr. Charles Brockway, of the University of Idaho, to calculate the flow/level correlations and perform on site verification of the bypass pipe flow and the controlling devices. Based on Dr. Brockway's report the supplier of SMARTMAN installed the software program in the equipment and it reports the bypassed river reach flow rate on an hourly basis.

The flow report generated by the SMARTMAN was shown to Messrs. Harold Jones and Paul Meyer, representatives of IDWR, on their site inspection on July 22, 1993. Based on their inspection and review of the flow bypass report, Mr. Jones marked his approval on item 7 of IDWR's form of PROOF OF BENEFICIAL USE, copy attached.

CEM/0978, January 5, 1994
Page 3

2) Records of Spill Releases:

Attached are the hourly reports for bypass flow and power production (Exhibits 1 and 2, respectively) during the period from October 1 to December 10, 1993.

We feel that during this first year of operation, several mechanical and electronic problems are being surfaced and proper action is being taken.

We trust the above will answer your questions. If there is any other question please advise.

Sincerely,



Maher F. Wissa, P.E.
President

Attachments: 7 (one original and six copies)

c: Mr. J. Mark Robinson, FERC, Division of Project Compliance

OFFICE USE ONLY

Amt. of Fee \$ _____
Date _____
Receipt No. _____
Receipt by _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JAN 10 PM 3:03

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 29-7699 Telephone No. (208) 237-8184
2. Name(s) of Permit Holder(s): Commercial Energy Management, Inc.
3. Mailing Address: P.O. Box 4518, Pocatello, Idaho 83205-4518
4. Source of Water: Portneuf River

If GROUNDWATER, Well Driller's Name: _____ Date Drilled: _____

OPTIONAL:

Pump horsepower: _____ Pressure (psi): _____ Dynamic pumping level (ft.): _____

5. Extent of Use (as authorized by the permit):

Domestic _____ (No. of households) Stockwater _____ (No. and type of stock)

Irrigation _____ (No. of acres) Other Hydroelectric Power Plant

6. Total rate and/or volume for which proof is submitted 210 cfs OR _____ acre/feet

7. Refer to the approval conditions on your permit and respond accordingly:

~~Measuring device~~ - Not required - HWS *
Measuring device: Required? _____ Yes ☒ No Installed? _____ Yes _____ No

OR
Flow Measurement Port: Required? ☒ Yes _____ No Installed? ☒ Yes _____ No

8. Fee Enclosed: \$ 600.00 (See License Fee Schedule on back of Instruction Sheet)

9. Person to contact to accompany the Department representative during field examination of the water system.

Maher F. Wissa (208) 237-8184
Name Telephone No

P.O. Box 4518, Pocatello, ID 83205-4518
Address

10. The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

7/23/1993
Date

Maher F. Wissa President
Signature (and title, if on behalf of a company or organization)

* Smartman Level Control can be operated by computer for gate level. *WCF*



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

November 5, 1992

Maher F. Wissa
Commercial Energy Mgmt, Inc.
P.O. Box 4518
Pocatello, ID 83205

RE: PERMIT NO. 29-7699

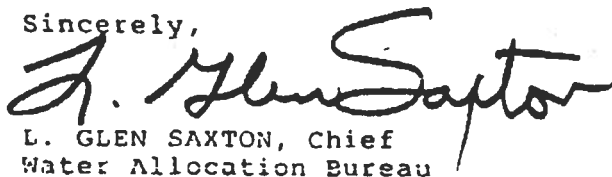
Dear Mr. Wissa:

I have reviewed your letter dated November 2, 1992 in which you propose the installation of certain equipment to continuously measure the amount of water in the bypassed reach of your hydroelectric project near Lava Hot Springs, Idaho. Your proposal is acceptable with respect to the bypass reach measurement.

Please also note, however, that condition of approval no. 6 of the water right permit also requires you to permanently install and maintain a measuring device and lockable controlling works as a part of the diversion works from the Portneuf River prior to the diversion and use of water under the permit.

Please feel free to contact the department if we can be of assistance or if you have additional questions.

Sincerely,


L. GLEN SAXTON, Chief
Water Allocation Bureau

c: IDWR - E. Region

CEM COMMERCIAL ENERGY MGMT, INC.

1155 Yellowstone Ave • Suite B • P. O. Box 4518 • Pocatello, Idaho 83205 • Telephone (208) 237-8184 • Fax (208) 237-8184

November 2, 1992

Ref: CEM/0889

Mr. L. GLEN SAXTON
Chief, Water Allocation Bureau
State of Idaho, Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, ID 83720-9000

Subject: Portneuf River Hydroelectric Project
Lava Hot Springs, Idaho
FERC Project No. 7447-002
Permit No. 29-7699

Dear Mr. Saxton:

As per our telephone conversation that day, regarding Order 5 of the referenced Permit, we are required to install a streamgage device for continuously monitoring and recording the flow in the bypassed reach.

Our plan is to install a level transducer at the diversion weir and a Smartman Level Control System and a printer. This System will provide continuous readings of the water head at the bypass, and by substitution into the following Bazin's Formula, the bypass flow will be obtained:

$$Q = \{ (0.405 + .00984/H) * [1 + (0.55 * H^2 / (p + H)^2)] * LH * \sqrt{2gH} \}$$

Where:

Q: flow, in cfs

H: Water head on top of the weir, in ft.

L: Length of weir, 40 ft. (in this project)

p: Height of weir, 4 ft. (in this project)

g: 32.17 ft/sec²

Attached are two drawings showing: 1) the diversion weir and proposed location of the level transducer, and 2) Smartman Control System.

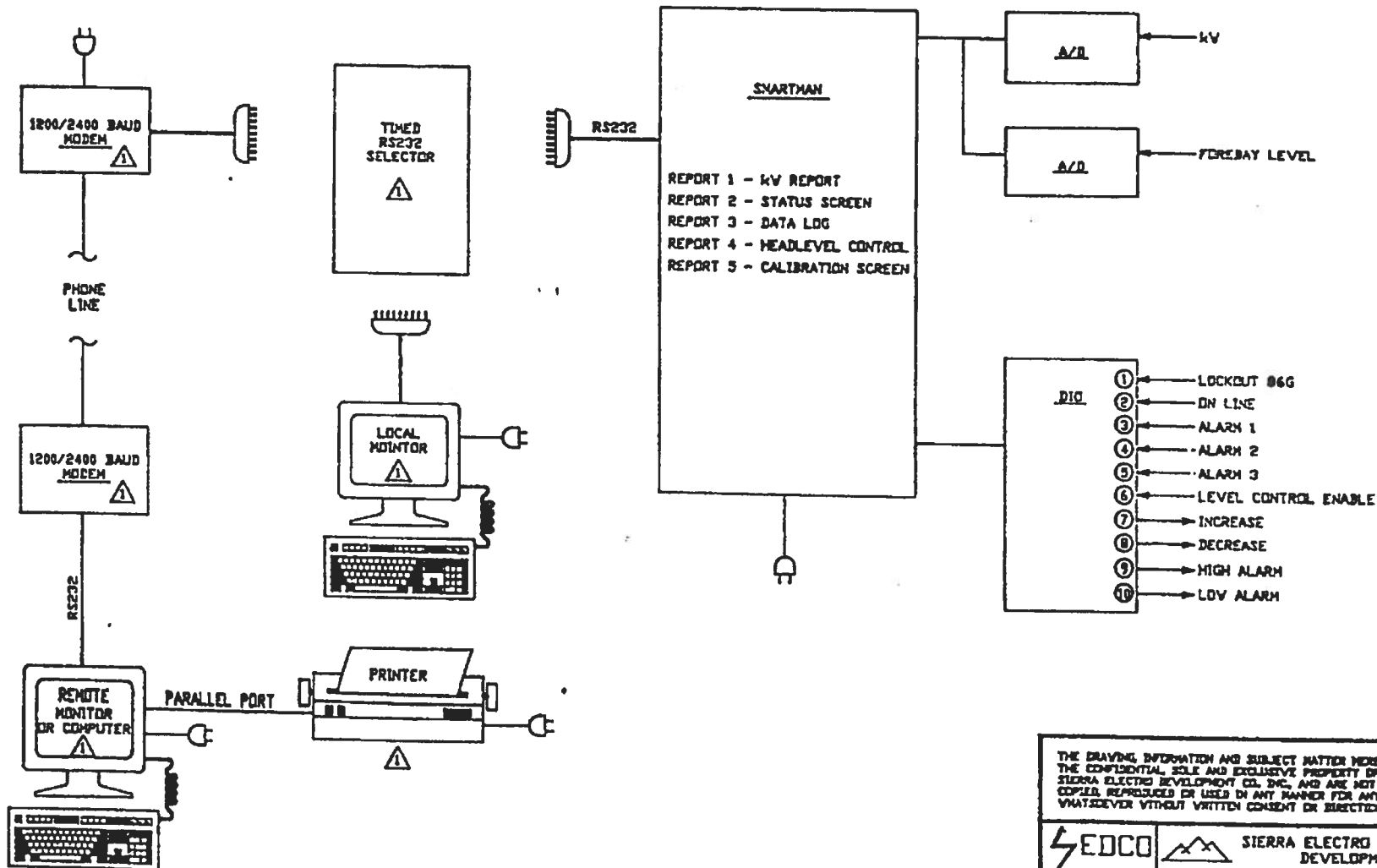
We respectfully request your approval on this system. If you have any questions concerning this matter, please feel free to contact me. Thank you.

Sincerely,



Maher F. Wissa, P.E.
President

Attachments: 2



△ - OPTIONAL EQUIPMENT

THE DRAWING, INFORMATION AND SUBJECT MATTER HEREIN ARE THE CONFIDENTIAL, SOLE AND EXCLUSIVE PROPERTY OF SIERRA ELECTRO DEVELOPMENT CO. INC. AND ARE NOT TO BE COPIED, REPRODUCED OR USED IN ANY MANNER FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN CONSENT OR DIRECTION.		
	SIERRA ELECTRO DEVELOPMENT CO. 294-C STATE AVE. HARTSVILLE, VA 22043 (703) 632-4884	DATE: 8-6-92
LAVA HOT SPRINGS HYDRO PROJECT LEVEL/STREAM/SCADA SYSTEM		
DRAWING No. 301-628-1		
DESIGNED BY: DJ	ENGINEERED BY: DB	CHECKED BY:

[illegible]

EXHIBIT-1 BYPASS FLOW

FILED
 SECRETARY
 94 JAN 10 PM 3:06
 U.S. ENERGY
 REGULATORY COMMISSION

DATE 12-11-93

TIME	LEVEL	FLOW
20:00:00	36.2	40.9
19:00:00	36.1	40.4
18:00:00	36.0	39.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.2	40.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.1	40.4

DATE 12-10-93

TIME	LEVEL	FLOW
20:00:00	36.2	40.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.0	39.9
10:00:00	36.1	40.4
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.1	40.4

****DATE 12-09-93****

TIME	LEVEL	FLOW
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.1	40.4

****DATE 12-08-93****

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.1	40.4
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.0	39.9
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.0	39.9
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

-DATE 12-07-93-

TIME	LEVEL	FLOW
20:00:00	36.2	40.9
19:00:00	36.1	40.4
18:00:00	36.0	39.9
17:00:00	36.0	39.9
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.1	40.4

-DATE 12-06-93-

TIME	LEVEL	FLOW
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.1	40.4

DATE 12-05-93		
TIME	LEVEL	FLOW
20:00:00	36.2	40.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.1	40.4

DATE 12-04-93		
TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.0	39.9
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.1	40.4
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 12-03-93

TIME	LEVEL	FLOW
23:00:00	36.2	40.9
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.1	40.4
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.2	40.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 12-02-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.2	40.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.0	39.9
10:00:00	36.2	40.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.1	40.4

DATE 12-01-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.0	39.9
12:00:00	36.2	40.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.2	40.9
01:00:00	36.0	39.9
00:00:00	36.0	39.9

DATE 11-30-93

TIME	LEVEL	FLOW
23:00:00	36.2	40.9
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.0	39.9
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.1	40.4
01:00:00	36.1	40.4
00:00:00	36.2	40.9

DATE 11-29-93		
TIME	LEVEL	FLOW
20:00:00	36.2	40.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.1	40.4

DATE 11-28-93		
TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.0	39.9
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.1	40.4
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.1	40.4
01:00:00	36.1	40.4
00:00:00	36.0	39.9

****DATE 11-27-93****

TIME	LEVEL	FLOW
23:00:00	36.2	40.9
22:00:00	36.1	40.4
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.2	40.9
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.2	40.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

****DATE 11-26-93****

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.0	39.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.1	40.4
11:00:00	36.0	39.9
10:00:00	36.2	40.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.1	40.4

DATE 11-25-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.2	40.9
13:00:00	36.0	39.9
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.2	40.9
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.0	39.9

DATE 11-24-93

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.0	39.9
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.2	40.9
02:00:00	36.1	40.4
01:00:00	36.1	40.4
00:00:00	36.2	40.9

****DATE 11-23-93****

TIME	LEVEL	FLOW
20:00:00	36.2	40.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.1	40.4
01:00:00	36.0	39.9
00:00:00	36.1	40.4

****DATE 11-22-93****

TIME	LEVEL	FLOW
23:00:00	36.2	40.9
22:00:00	36.0	39.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.0	39.9
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.1	40.4
07:00:00	36.2	40.9
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 11-21-93		
TIME	LEVEL	FLOW
23:00:00	36.2	40.9
22:00:00	36.1	40.4
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.2	40.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 11-20-93		
TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.2	40.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.1	40.4

****DATE 11-19-93****

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.2	40.9
13:00:00	36.0	39.9
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.2	40.9
00:00:00	36.0	39.9

****DATE 11-18-93****

TIME	LEVEL	FLOW
23:00:00	36.2	40.9
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.0	39.9
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.1	40.4
01:00:00	36.1	40.4
00:00:00	36.2	40.9

DATE 11-17-93

TIME	LEVEL	FLOW
20:00:00	36.2	40.9
19:00:00	36.1	40.4
18:00:00	36.0	39.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.1	40.4

DATE 11-16-93

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.2	40.9
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.1	40.4
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 11-15-93

TIME	LEVEL	FLOW
23:00:00	36.2	40.9
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.0	39.9
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.2	40.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 11-14-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.0	39.9
10:00:00	36.2	40.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.1	40.4

DATE 11-13-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.0	39.9
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.0	39.9

DATE 11-12-93

TIME	LEVEL	FLOW
23:00:00	36.2	40.9
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.0	39.9
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.0	39.9
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.0	39.94
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.1	40.4
01:00:00	36.1	40.4
00:00:00	36.2	40.9

DATE 11-11-93		
TIME	LEVEL	FLOW
20:00:00	36.2	40.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.1	40.4

DATE 11-10-93		
TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.0	39.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.0	39.9
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.1	40.4
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 11-09-93

TIME	LEVEL	FLOW
23:00:00	36.2	40.9
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.2	40.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.2	40.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 11-08-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.0	39.9
10:00:00	36.2	40.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.1	40.4

****DATE 11-07-93****

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.1	40.4
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.0	39.9
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.0	39.9

****DATE 11-06-93****

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.1	40.4
15:00:00	36.0	39.9
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.1	40.4
01:00:00	36.1	40.4
00:00:00	36.2	40.9

DATE 11-05-93

TIME	LEVEL	FLOW
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.1	40.4
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.1	40.4

DATE 11-04-93

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.1	40.4
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.0	39.9
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.1	40.4
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 11-03-93

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.2	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.1	40.4
08:00:00	36.2	40.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.1	40.4
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 11-02-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.0	39.9
10:00:00	36.2	40.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.1	40.4

DATE 11-01-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.0	39.9
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.0	39.9

DATE 10-31-93

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.0	39.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.0	39.9
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.1	40.4
01:00:00	36.1	40.4
00:00:00	36.0	39.9

****DATE 10-30-93****

TIME	LEVEL	FLOW
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.2	40.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.1	40.4
01:00:00	36.0	39.9
00:00:00	36.1	40.4

****DATE 10-29-93****

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.2	40.9
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.2	40.9
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.1	40.4
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 10-28-93

TIME	LEVEL	FLOW
23:00:00	36.2	40.9
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.0	39.9
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.2	40.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 10-27-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.0	39.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.0	39.9
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.0	39.9
10:00:00	36.2	40.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.1	40.4

****DATE 10-26-93****

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.0	39.9
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.0	39.9

****DATE 10-25-93****

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.0	39.9
14:00:00	36.2	40.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.2	40.9
02:00:00	36.1	40.4
01:00:00	36.1	40.4
00:00:00	36.2	40.9

****DATE 10-24-93****

TIME	LEVEL	FLOW
20:00:00	36.2	40.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.1	40.4

****DATE 10-23-93****

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.0	39.9
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.1	40.4
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

****DATE 10-22-93****

TIME	LEVEL	FLOW
23:00:00	36.2	40.9
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.2	40.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

****DATE 10-21-93****

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.0	39.9
10:00:00	36.2	40.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.1	40.4

DATE 10-20-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.0	39.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.0	39.9
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.0	39.9

DATE 10-19-93

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.0	39.9
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.1	40.4
01:00:00	36.1	40.4
00:00:00	36.2	40.9

****DATE 10-10-93****

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.2	40.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.0	39.9

****DATE 10-09-93****

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.1	40.4
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 10-08-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.2	40.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 10-07-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.2	40.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.0	39.9
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

****DATE 10-06-93****

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.0	39.9
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.0	39.9

****DATE 10-05-93****

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.1	40.4
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.1	40.4
01:00:00	36.1	40.4
00:00:00	36.0	39.9

****DATE 10-04-93****

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.0	39.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.2	40.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.2	40.9

****DATE 10-03-93****

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.0	39.9
21:00:00	36.1	40.4
20:00:00	36.2	40.9
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.0	39.9
13:00:00	36.1	40.4
12:00:00	36.1	40.4
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.0	39.9
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.0	39.9

DATE 10-02-93

TIME	LEVEL	FLOW
23:00:00	36.0	39.9
22:00:00	36.0	39.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.2	40.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.0	39.9
09:00:00	36.0	39.9
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.1	40.4
00:00:00	36.1	40.4

DATE 10-01-93

TIME	LEVEL	FLOW
23:00:00	36.1	40.4
22:00:00	36.0	39.9
21:00:00	36.2	40.9
20:00:00	36.1	40.4
19:00:00	36.1	40.4
18:00:00	36.2	40.9
17:00:00	36.1	40.4
16:00:00	36.0	39.9
15:00:00	36.1	40.4
14:00:00	36.2	40.9
13:00:00	36.1	40.4
12:00:00	36.0	39.9
11:00:00	36.1	40.4
10:00:00	36.1	40.4
09:00:00	36.1	40.4
08:00:00	36.0	39.9
07:00:00	36.1	40.4
06:00:00	36.0	39.9
05:00:00	36.1	40.4
04:00:00	36.2	40.9
03:00:00	36.1	40.4
02:00:00	36.0	39.9
01:00:00	36.0	39.9
00:00:00	36.0	39.9

EXHIBIT-2 POWER PRODUCTION

94 JAN 10 PM 3:04
REGULATORY COMMISSION

----- DATE OF REPORT = 12-10-93 -----

TIME	KW	TIME	KW
0000	133	1200	123
0100	128	1300	118
0200	134	1400	137
0300	135	1500	117
0400	126	1600	123
0500	123	1700	125
0600	125	1800	118
0700	121	1900	124
0800	134	2000	126
0900	130	2100	123
1000	132	2200	123
1100	130	2300	121

PLANT IS ON LINE

----- DATE OF REPORT = 12-09-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	120	1200	120	
0100	124	1300	124	
0200	128	1400	118	
0300	126	1500	128	
0400	121	1600	120	
0500	128	1700	128	
0600	125	1800	121	
0700	124	1900	133	
0800	124	2000	133	
0900	128	2100	132	
1000	125	2200	126	
1100	134	2300	121	

----- DATE OF REPORT = 12-08-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	123	1200	123	
0100	118	1300	128	
0200	124	1400	127	
0300	125	1500	127	
0400	126	1600	123	
0500	133	1700	125	
0600	125	1800	128	
0700	121	1900	124	
0800	124	2000	126	
0900	129	2100	123	
1000	122	2200	133	
1100	120	2300	131	

----- DATE OF REPORT = 12-07-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	125	1200	123	
0100	124	1300	114	
0200	128	1400	118	
0300	126	1500	120	
0400	131	1600	120	
0500	128	1700	118	
0600	125	1800	121	
0700	134	1900	123	
0800	131	2000	113	
0900	120	2100	122	
1000	125	2200	116	
1100	124	2300	121	

----- DATE OF REPORT = 12-06-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	124	1200	123	
0100	128	1300	118	
0200	124	1400	127	
0300	131	1500	117	
0400	116	1600	124	
0500	123	1700	130	
0600	115	1800	118	
0700	121	1900	124	
0800	124	2000	126	
0900	119	2100	133	
1000	112	2200	122	
1100	120	2300	121	

----- DATE OF REPORT = 12-05-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	120	1200	120	
0100	122	1300	114	
0200	118	1400	123	
0300	116	1500	120	
0400	121	1600	120	
0500	118	1700	128	
0600	125	1800	121	
0700	114	1900	123	
0800	121	2000	123	
0900	120	2100	122	
1000	115	2200	126	
1100	114	2300	121	

----- DATE OF REPORT = 12-04-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	123	1200	123	
0100	128	1300	128	
0200	120	1400	118	
0300	125	1500	127	
0400	116	1600	113	
0500	123	1700	111	
0600	125	1800	118	
0700	121	1900	124	
0800	114	2000	124	
0900	119	2100	130	
1000	112	2200	123	
1100	120	2300	122	

----- DATE OF REPORT = 12-03-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	110	1200	114	
0100	114	1300	124	
0200	118	1400	121	
0300	116	1500	122	
0400	122	1600	120	
0500	118	1700	124	
0600	115	1800	121	
0700	114	1900	123	
0800	121	2000	123	
0900	120	2100	122	
1000	121	2200	116	
1100	124	2300	121	

----- DATE OF REPORT = 12-02-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	121	1200	116	
0100	128	1300	118	
0200	124	1400	127	
0300	115	1500	117	
0400	116	1600	123	
0500	123	1700	122	
0600	125	1800	122	
0700	121	1900	114	
0800	124	2000	126	
0900	119	2100	113	
1000	122	2200	113	
1100	120	2300	122	

----- DATE OF REPORT = 12-01-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	120	1200	120	
0100	114	1300	114	
0200	118	1400	121	
0300	126	1500	114	
0400	128	1600	110	
0500	118	1700	123	
0600	115	1800	121	
0700	114	1900	113	
0800	121	2000	113	
0900	110	2100	112	
1000	115	2200	116	
1100	114	2300	111	

----- DATE OF REPORT = 11-30-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	115	1200	108	
0100	111	1300	110	
0200	116	1400	118	
0300	119	1500	118	
0400	111	1600	117	
0500	115	1700	122	
0600	113	1800	113	
0700	113	1900	115	
0800	113	2000	110	
0900	115	2100	116	
1000	112	2200	117	
1100	113	2300	110	

----- DATE OF REPORT = 11-29-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	110	1200	105	
0100	115	1300	110	
0200	109	1400	108	
0300	111	1500	108	
0400	112	1600	111	
0500	112	1700	110	
0600	111	1800	108	
0700	110	1900	100	
0800	109	2000	103	
0900	110	2100	109	
1000	112	2200	105	
1100	121	2300	114	

----- DATE OF REPORT = 11-28-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	89	1200	105	
0100	95	1300	114	
0200	100	1400	112	
0300	101	1500	112	
0400	110	1600	106	
0500	113	1700	109	
0600	108	1800	116	
0700	107	1900	114	
0800	109	2000	110	
0900	110	2100	113	
1000	108	2200	112	
1100	111	2300	117	

----- DATE OF REPORT = 11-27-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	109	1200	113	
0100	118	1300	108	
0200	114	1400	117	
0300	115	1500	117	
0400	0	1600	113	
0500	0	1700	115	
0600	115	1800	118	
0700	111	1900	114	
0800	114	2000	116	
0900	109	2100	113	
1000	112	2200	113	
1100	110	2300	108	

----- DATE OF REPORT = 11-26-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	110	1200	114	
0100	114	1300	114	
0200	108	1400	108	
0300	116	1500	118	
0400	111	1600	110	
0500	108	1700	106	
0600	115	1800	111	
0700	114	1900	113	
0800	111	2000	113	
0900	110	2100	112	
1000	105	2200	106	
1100	114	2300	111	

----- DATE OF REPORT = 11-25-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	113	1200	111	
0100	108	1300	108	
0200	114	1400	117	
0300	115	1500	107	
0400	116	1600	113	
0500	113	1700	115	
0600	115	1800	108	
0700	111	1900	114	
0800	114	2000	106	
0900	109	2100	113	
1000	112	2200	113	
1100	120	2300	111	

----- DATE OF REPORT = 11-24-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	115	1200	113	
0100	114	1300	114	
0200	108	1400	118	
0300	106	1500	110	
0400	101	1600	110	
0500	108	1700	108	
0600	105	1800	111	
0700	114	1900	113	
0800	111	2000	113	
0900	110	2100	107	
1000	115	2200	106	
1100	114	2300	111	

----- DATE OF REPORT = 11-23-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	114	1200	113	
0100	108	1300	113	
0200	114	1400	113	
0300	111	1500	107	
0400	107	1600	113	
0500	113	1700	110	
0600	105	1800	108	
0700	101	1900	114	
0800	114	2000	106	
0900	109	2100	113	
1000	112	2200	113	
1100	110	2300	111	

----- DATE OF REPORT = 11-22-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	111	1200	110	
0100	112	1300	114	
0200	108	1400	113	
0300	116	1500	111	
0400	111	1600	110	
0500	108	1700	108	
0600	115	1800	111	
0700	104	1900	103	
0800	111	2000	113	
0900	110	2100	112	
1000	115	2200	116	
1100	114	2300	111	

----- DATE OF REPORT = 11-21-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	113	1200	113	
0100	111	1300	108	
0200	110	1400	111	
0300	115	1500	117	
0400	106	1600	113	
0500	113	1700	111	
0600	105	1800	108	
0700	111	1900	114	
0800	104	2000	108	
0900	109	2100	113	
1000	112	2200	113	
1100	110	2300	112	

----- DATE OF REPORT = 11-20-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	110	1200	107	
0100	114	1300	114	
0200	109	1400	111	
0300	106	1500	112	
0400	113	1600	110	
0500	108	1700	114	
0600	105	1800	111	
0700	100	1900	113	
0800	111	2000	108	
0900	108	2100	111	
1000	111	2200	116	
1100	114	2300	111	

----- DATE OF REPORT = 11-19-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	111	1200	106	
0100	108	1300	108	
0200	111	1400	113	
0300	105	1500	107	
0400	106	1600	113	
0500	113	1700	102	
0600	115	1800	108	
0700	111	1900	114	
0800	114	2000	106	
0900	109	2100	113	
1000	112	2200	113	
1100	110	2300	112	

----- DATE OF REPORT = 11-18-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	110	1200	110	
0100	114	1300	114	
0200	118	1400	103	
0300	0	1500	114	
0400	118	1600	110	
0500	108	1700	113	
0600	115	1800	111	
0700	104	1900	113	
0800	111	2000	123	
0900	110	2100	112	
1000	115	2200	106	
1100	114	2300	111	

----- DATE OF REPORT = 11-17-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	105	1200	108	
0100	111	1300	116	
0200	116	1400	118	
0300	119	1500	108	
0400	111	1600	117	
0500	115	1700	112	
0600	113	1800	113	
0700	113	1900	115	
0800	113	2000	110	
0900	115	2100	116	
1000	112	2200	117	
1100	113	2300	110	

----- DATE OF REPORT = 11-16-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	110	1200	115	
0100	115	1300	110	
0200	119	1400	111	
0300	111	1500	118	
0400	117	1600	121	
0500	112	1700	115	
0600	114	1800	108	
0700	115	1900	111	
0800	119	2000	111	
0900	117	2100	109	
1000	112	2200	115	
1100	117	2300	114	

----- DATE OF REPORT = 11-15-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	99	1200	115	
0100	95	1300	114	
0200	100	1400	112	
0300	101	1500	112	
0400	110	1600	114	
0500	113	1700	107	
0600	108	1800	111	
0700	107	1900	111	
0800	107	2000	110	
0900	112	2100	113	
1000	111	2200	108	
1100	107	2300	108	

----- DATE OF REPORT = 11-14-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	110	1200	113	
0100	108	1300	111	
0200	114	1400	112	
0300	115	1500	107	
0400	106	1600	113	
0500	113	1700	111	
0600	115	1800	109	
0700	111	1900	114	
0800	114	2000	106	
0900	105	2100	113	
1000	112	2200	107	
1100	110	2300	111	

----- DATE OF REPORT = 11-13-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	110	1200	109	
0100	114	1300	110	
0200	111	1400	108	
0300	116	1500	106	
0400	101	1600	110	
0500	108	1700	111	
0600	115	1800	109	
0700	107	1900	113	
0800	111	2000	113	
0900	110	2100	102	
1000	115	2200	106	
1100	114	2300	111	

----- DATE OF REPORT = 11-12-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	113	1200	113	
0100	108	1300	108	
0200	114	1400	117	
0300	115	1500	117	
0400	106	1600	113	
0500	100	1700	115	
0600	115	1800	106	
0700	111	1900	114	
0800	114	2000	106	
0900	109	2100	103	
1000	112	2200	113	
1100	110	2300	111	

----- DATE OF REPORT = 11-11-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	105	1200	103	
0100	104	1300	104	
0200	108	1400	104	
0300	106	1500	110	
0400	111	1600	110	
0500	108	1700	108	
0600	105	1800	111	
0700	104	1900	113	
0800	111	2000	106	
0900	110	2100	112	
1000	105	2200	106	
1100	112	2300	109	

----- DATE OF REPORT = 11-10-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	107	1200	113	
0100	108	1300	103	
0200	112	1400	110	
0300	110	1500	107	
0400	106	1600	103	
0500	103	1700	110	
0600	104	1800	108	
0700	111	1900	104	
0800	105	2000	106	
0900	109	2100	103	
1000	102	2200	103	
1100	110	2300	103	

----- DATE OF REPORT = 11-09-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	108	1200	110	
0100	112	1300	105	
0200	108	1400	113	
0300	106	1500	106	
0400	104	1600	104	
0500	108	1700	108	
0600	105	1800	109	
0700	110	1900	103	
0800	111	2000	113	
0900	110	2100	112	
1000	105	2200	109	
1100	104	2300	111	

----- DATE OF REPORT = 11-08-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	103	1200	103	
0100	108	1300	108	
0200	100	1400	111	
0300	105	1500	107	
0400	111	1600	106	
0500	103	1700	109	
0600	105	1800	108	
0700	111	1900	107	
0800	104	2000	104	
0900	109	2100	108	
1000	112	2200	107	
1100	110	2300	112	

----- DATE OF REPORT = 11-07-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	110	1200	100	
0100	104	1300	104	
0200	108	1400	108	
0300	111	1500	102	
0400	108	1600	110	
0500	108	1700	110	
0600	110	1800	101	
0700	114	1900	109	
0800	111	2000	103	
0900	110	2100	102	
1000	111	2200	106	
1100	104	2300	101	

----- DATE OF REPORT = 11-06-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	109	1200	104	
0100	104	1300	104	
0200	108	1400	107	
0300	110	1500	102	
0400	107	1600	104	
0500	110	1700	106	
0600	110	1800	101	
0700	108	1900	107	
0800	111	2000	103	
0900	110	2100	102	
1000	106	2200	102	
1100	104	2300	101	

----- DATE OF REPORT = 11-05-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	101	1200	106	
0100	108	1300	108	
0200	104	1400	107	
0300	105	1500	107	
0400	106	1600	103	
0500	103	1700	102	
0600	105	1800	108	
0700	101	1900	104	
0800	104	2000	106	
0900	109	2100	103	
1000	102	2200	103	
1100	100	2300	102	

----- DATE OF REPORT = 11-04-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	95	1200	99	
0100	99	1300	101	
0200	97	1400	102	
0300	89	1500	104	
0400	98	1600	100	
0500	98	1700	99	
0600	100	1800	101	
0700	97	1900	103	
0800	94	2000	103	
0900	96	2100	102	
1000	97	2200	96	
1100	95	2300	101	

----- DATE OF REPORT = 11-03-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	94	1200	95	
0100	88	1300	92	
0200	92	1400	92	
0300	91	1500	93	
0400	98	1600	90	
0500	89	1700	99	
0600	91	1800	93	
0700	93	1900	90	
0800	95	2000	90	
0900	97	2100	91	
1000	92	2200	94	
1100	91	2300	95	

----- DATE OF REPORT = 11-02-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	90	1200	92	
0100	93	1300	90	
0200	90	1400	91	
0300	90	1500	93	
0400	94	1600	88	
0500	95	1700	87	
0600	94	1800	90	
0700	95	1900	95	
0800	90	2000	93	
0900	95	2100	87	
1000	97	2200	88	
1100	92	2300	94	

----- DATE OF REPORT = 11-01-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	60	1200	93	
0100	65	1300	86	
0200	60	1400	87	
0300	61	1500	85	
0400	59	1600	92	
0500	62	1700	91	
0600	63	1800	91	
0700	61	1900	90	
0800	61	2000	89	
0900	73	2100	87	
1000	85	2200	88	
1100	92	2300	90	

----- DATE OF REPORT = 10-31-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	50	1200	59	
0100	55	1300	60	
0200	52	1400	63	
0300	56	1500	64	
0400	53	1600	59	
0500	59	1700	56	
0600	58	1800	54	
0700	53	1900	59	
0800	64	2000	62	
0900	65	2100	62	
1000	65	2200	65	
1100	57	2300	64	

----- DATE OF REPORT = 10-30-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	61	1200	55	
0100	55	1300	58	
0200	59	1400	53	
0300	55	1500	56	
0400	56	1600	59	
0500	57	1700	61	
0600	57	1800	57	
0700	64	1900	59	
0800	57	2000	54	
0900	56	2100	52	
1000	52	2200	56	
1100	57	2300	56	

----- DATE OF REPORT = 10-29-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	49	1200	59	
0100	55	1300	52	
0200	56	1400	51	
0300	56	1500	58	
0400	56	1600	57	
0500	53	1700	51	
0600	58	1800	52	
0700	57	1900	59	
0800	59	2000	52	
0900	56	2100	51	
1000	55	2200	56	
1100	49	2300	54	

----- DATE OF REPORT = 10-28-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	56	1200	55	
0100	55	1300	53	
0200	55	1400	54	
0300	59	1500	59	
0400	58	1600	64	
0500	60	1700	56	
0600	58	1800	54	
0700	57	1900	49	
0800	64	2000	52	
0900	66	2100	54	
1000	62	2200	53	
1100	62	2300	54	

----- DATE OF REPORT = 10-27-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	54	1200	52	
0100	55	1300	51	
0200	54	1400	61	
0300	55	1500	54	
0400	56	1600	59	
0500	53	1700	51	
0600	56	1800	57	
0700	47	1900	49	
0800	57	2000	54	
0900	56	2100	52	
1000	52	2200	56	
1100	57	2300	48	

----- DATE OF REPORT = 10-26-93 -----

----- DATE OF REPORT = 10-26-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	60	1200	55	
0100	55	1300	53	
0200	53	1400	54	
0300	56	1500	58	
0400	61	1600	54	
0500	63	1700	56	
0600	58	1800	54	
0700	54	1900	59	
0800	49	2000	52	
0900	56	2100	57	
1000	52	2200	56	
1100	57	2300	53	

----- DATE OF REPORT = 10-25-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	50	1200	52	
0100	55	1300	53	
0200	52	1400	53	
0300	56	1500	48	
0400	53	1600	49	
0500	59	1700	56	
0600	58	1800	54	
0700	53	1900	59	
0800	49	2000	52	
0900	56	2100	52	
1000	55	2200	55	
1100	57	2300	54	

----- DATE OF REPORT = 10-24-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	51	1200	49	
0100	55	1300	51	
0200	49	1400	53	
0300	55	1500	48	
0400	56	1600	49	
0500	43	1700	51	
0600	56	1800	57	
0700	47	1900	49	
0800	57	2000	54	
0900	56	2100	52	
1000	52	2200	56	
1100	47	2300	48	

----- DATE OF REPORT = 10-23-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	49	1200	51	
0100	55	1300	52	
0200	53	1400	51	
0300	56	1500	48	
0400	53	1600	47	
0500	53	1700	51	
0600	58	1800	52	
0700	47	1900	49	
0800	49	2000	52	
0900	56	2100	51	
1000	52	2200	50	
1100	57	2300	54	

----- DATE OF REPORT = 10-22-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	50	1200	52	
0100	55	1300	53	
0200	52	1400	51	
0300	56	1500	48	
0400	53	1600	49	
0500	60	1700	56	
0600	58	1800	54	
0700	47	1900	49	
0800	49	2000	52	
0900	56	2100	51	
1000	52	2200	53	
1100	47	2300	54	

----- DATE OF REPORT = 10-21-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	51	1200	49	
0100	55	1300	51	
0200	49	1400	61	
0300	55	1500	48	
0400	56	1600	49	
0500	43	1700	51	
0600	56	1800	57	
0700	47	1900	49	
0800	57	2000	54	
0900	56	2100	52	
1000	52	2200	56	
1100	47	2300	48	

----- DATE OF REPORT = 10-20-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	60	1200	52	
0100	55	1300	53	
0200	53	1400	51	
0300	56	1500	48	
0400	61	1600	49	
0500	63	1700	56	
0600	58	1800	54	
0700	47	1900	49	
0800	49	2000	52	
0900	56	2100	51	
1000	52	2200	53	
1100	47	2300	54	

----- DATE OF REPORT = 10-19-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	108	1200	52	
0100	115	1300	51	
0200	119	1400	61	
0300	111	1500	48	
0400	109	1600	49	
0500	102	1700	56	
0600	115	1800	57	
0700	112	1900	49	
0800	77	2000	54	
0900	56	2100	55	
1000	52	2200	56	
1100	48	2300	48	

----- DATE OF REPORT = 10-10-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	70	1200	66	
0100	64	1300	63	
0200	55	1400	60	
0300	62	1500	50	
0400	63	1600	59	
0500	50	1700	67	
0600	56	1800	67	
0700	68	1900	73	
0800	59	2000	67	
0900	64	2100	66	
1000	63	2200	69	
1100	65	2300	67	

----- DATE OF REPORT = 10-09-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	62	1200	55	
0100	58	1300	62	
0200	54	1400	67	
0300	62	1500	69	
0400	66	1600	66	
0500	57	1700	65	
0600	50	1800	66	
0700	64	1900	58	
0800	52	2000	59	
0900	61	2100	65	
1000	62	2200	59	
1100	71	2300	66	

----- DATE OF REPORT = 10-08-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	63	1200	66	
0100	56	1300	59	
0200	65	1400	66	
0300	56	1500	65	
0400	63	1600	59	
0500	63	1700	62	
0600	66	1800	61	
0700	68	1900	59	
0800	59	2000	57	
0900	54	2100	60	
1000	57	2200	63	
1100	66	2300	61	

----- DATE OF REPORT = 10-07-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	62	1200	65	
0100	58	1300	62	
0200	54	1400	57	
0300	59	1500	63	
0400	66	1600	63	
0500	62	1700	62	
0600	70	1800	69	
0700	67	1900	68	
0800	57	2000	59	
0900	65	2100	55	
1000	62	2200	49	
1100	65	2300	53	

----- DATE OF REPORT = 10-06-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	58	1200	64	
0100	64	1300	62	
0200	58	1400	66	
0300	67	1500	62	
0400	62	1600	59	
0500	61	1700	62	
0600	65	1800	67	
0700	69	1900	64	
0800	59	2000	48	
0900	54	2100	67	
1000	71	2200	59	
1100	63	2300	57	

----- DATE OF REPORT = 10-05-93-----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	61	1200	56	
0100	58	1300	55	
0200	54	1400	49	
0300	65	1500	59	
0400	66	1600	53	
0500	57	1700	52	
0600	70	1800	60	
0700	61	1900	58	
0800	67	2000	60	
0900	69	2100	61	
1000	72	2200	52	
1100	65	2300	62	

----- DATE OF REPORT = 10-02-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	70	1200	64	
0100	64	1300	65	
0200	58	1400	66	
0300	67	1500	70	
0400	62	1600	59	
0500	71	1700	68	
0600	65	1800	67	
0700	69	1900	64	
0800	59	2000	63	
0900	54	2100	67	
1000	71	2200	59	
1100	63	2300	71	

----- DATE OF REPORT = 10-01-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	61	1200	56	
0100	58	1300	55	
0200	54	1400	67	
0300	65	1500	49	
0400	66	1600	53	
0500	57	1700	52	
0600	70	1800	71	
0700	61	1900	68	
0800	67	2000	60	
0900	69	2100	65	
1000	72	2200	59	
1100	65	2300	62	

----- DATE OF REPORT = 10-04-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	60	1200	66	
0100	64	1300	69	
0200	65	1400	66	
0300	62	1500	67	
0400	63	1600	59	
0500	70	1700	72	
0600	66	1800	67	
0700	68	1900	59	
0800	59	2000	63	
0900	64	2100	68	
1000	73	2200	69	
1100	66	2300	61	

----- DATE OF REPORT = 10-03-93 -----

TIME	KW	TIME	KW	PLANT IS ON LINE
0000	62	1200	61	
0100	58	1300	62	
0200	54	1400	57	
0300	65	1500	69	
0400	66	1600	63	
0500	67	1700	62	
0600	70	1800	71	
0700	71	1900	58	
0800	57	2000	59	
0900	69	2100	55	
1000	62	2200	69	
1100	65	2300	66	

Edl, Michele

From: Younie, John [John.Younie@pacificorp.com]
Sent: Wednesday, July 17, 2013 9:56 AM
To: Edl, Michele
Subject: RE: CEM COD
Attachments: Slct06kmc3613071707500.pdf

Here is a page from our report 3, it shows the first CEM delivery was May 1993. This is the best information I have.

From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Tuesday, July 16, 2013 3:21 PM
To: Younie, John
Subject: RE: CEM COD

If the COD represents the start date, then there should be generation in 1993. Do you have any records of electricity production in July 1993?

From: Younie, John [<mailto:John.Younie@pacificorp.com>]
Sent: Tuesday, July 16, 2013 3:33 PM
To: Edl, Michele
Subject: CEM COD

Here is the letter we signed regarding the termination date. Let me know if this works.

PACIFIC CORP.
ENERGY PURCHASES ACCT. 555
RENEWABLE RESOURCES GENERATION
1993

POWER STATISTICS
REPORT NO. 3
PAGE 3 OF 8
MAJOR HYDRO - IDAHO

1993		TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MAJOR HYDRO PROJECTS														
IDAHO														
BELL MOUNTAIN - UTAH														
600 KW [C/I 12/86]	MWH	1,263	79	75	96	90	88	123	174	131	91	67	126	123
CAPACITY DOLLARS	\$	46,110	2,755	2,605	3,462	3,203	3,167	4,585	6,639	4,882	3,282	2,280	4,672	4,578
ENERGY DOLLARS	\$	17,687	1,102	1,047	1,345	1,255	1,238	1,728	2,439	1,831	1,278	935	1,761	1,728
TOTAL DOLLARS	\$	63,797	3,857	3,652	4,807	4,458	4,405	6,313	9,078	6,713	4,560	3,215	6,433	6,306
MILLS/KWH		50.5	48.8	48.7	50.1	49.5	50.1	51.3	52.2	51.2	50.1	48.0	51.1	51.3
BIRCH CREEK - UTAH														
2800 KW [C/I 12/86]	MWH	9,798	0	0	586	1,223	1,112	927	1,054	994	1,018	1,133	975	776
CAPACITY DOLLARS	\$	395,099	0	0	23,554	49,351	44,853	37,375	42,529	40,070	41,065	45,707	39,326	31,268
ENERGY DOLLARS	\$	137,157	0	0	8,200	17,120	15,563	12,977	14,780	13,909	14,253	15,858	13,652	10,885
TOTAL DOLLARS	\$	532,256	0	0	31,754	66,471	60,416	50,352	57,289	53,979	55,318	61,565	52,978	42,133
MILLS/KWH		54.3	-	-	54.2	54.4	54.3	54.3	54.4	54.3	54.3	54.3	54.3	54.3
CDM HYDRO - UTAH														
6000 KW [C/I 12/85]	MWH	33,729	1,388	1,293	1,950	2,086	3,551	4,222	4,777	3,535	3,268	3,165	2,246	2,248
CAPACITY DOLLARS	\$	1,357,096	55,523	51,688	78,278	83,761	143,022	170,162	192,629	142,404	131,609	127,445	90,244	90,331
ENERGY DOLLARS	\$	472,221	19,431	18,105	27,304	29,200	49,717	59,114	66,872	49,493	45,756	44,314	31,444	31,471
TOTAL DOLLARS	\$	1,829,317	74,954	69,793	105,582	112,961	192,739	229,276	259,501	191,897	177,365	171,759	121,688	121,802
MILLS/KWH		54.2	54.0	54.0	54.1	54.2	54.3	54.3	54.3	54.3	54.3	54.3	54.2	54.2
COMMERCIAL ENERGY MGMT - UTAH														
900 KW [C/I 03/93]	MWH	1,314	0	0	0	0	166	416	280	180	79	36	74	83
CAPACITY DOLLARS	\$	49,849	0	0	0	0	6,771	16,996	9,997	6,411	2,801	1,277	2,627	2,970
ENERGY DOLLARS	\$	15,420	0	0	0	0	1,518	3,659	3,927	2,516	1,100	501	1,032	1,166
TOTAL DOLLARS	\$	65,269	0	0	0	0	8,289	20,655	13,924	8,927	3,901	1,778	3,659	4,136
MILLS/KWH		49.7	-	-	-	-	49.9	49.7	49.7	49.6	49.4	49.4	49.4	49.8
GEORGETOWN POWER - UTAH														
350 KW [C/I 01/86]	MWH	2,050	185	165	165	190	246	155	24	13	212	243	212	240
CAPACITY DOLLARS	\$	80,408	7,279	6,467	6,455	7,454	9,740	6,046	814	373	8,356	9,599	8,352	9,472
ENERGY DOLLARS	\$	28,693	2,594	2,313	2,308	2,656	3,447	2,167	337	178	2,969	3,400	2,969	3,355
TOTAL DOLLARS	\$	109,101	9,873	8,780	8,763	10,110	13,187	8,213	1,151	551	11,325	12,999	11,321	12,827
MILLS/KWH		53.2	53.4	53.2	53.1	53.2	53.6	53.0	48.0	42.4	53.4	53.5	53.4	53.4
INGRAM WARM SPRINGS - UTAH														
950 KW [C/I 03/86]	MWH	3,725	378	334	377	367	287	240	250	230	293	336	313	320
CAPACITY DOLLARS	\$	145,743	14,880	13,111	14,843	14,422	11,187	9,282	9,702	8,892	11,462	13,184	12,246	12,532
ENERGY DOLLARS	\$	52,141	5,299	4,681	5,278	5,133	4,013	3,355	3,500	3,220	4,109	4,701	4,377	4,475
TOTAL DOLLARS	\$	197,884	20,179	17,792	20,121	19,555	15,200	12,637	13,202	12,112	15,571	17,885	16,623	17,007
MILLS/KWH		53.1	53.4	53.3	53.4	53.3	53.0	52.7	52.8	52.7	53.1	53.2	53.1	53.1
MARSH VALLEY - UTAH														
1700 KW [C/I 03/93]	MWH	3,702	0	0	426	746	819	304	0	0	67	354	511	475
CAPACITY DOLLARS	\$	150,537	0	0	17,787	30,213	33,153	12,289	0	0	2,838	14,333	20,678	19,245
ENERGY DOLLARS	\$	52,461	0	0	6,151	10,801	11,502	4,303	0	0	944	4,956	7,150	6,654
TOTAL DOLLARS	\$	202,998	0	0	23,938	41,014	44,655	16,592	0	0	3,782	19,289	27,828	25,899
MILLS/KWH		54.8	-	-	56.2	55.0	54.5	54.6	-	-	56.4	54.5	54.5	54.5
MINK CREEK - UTAH														
2700 KW [C/I 12/86]	MWH	9,385	162	127	153	283	1,640	2,097	1,637	993	830	717	495	251
CAPACITY DOLLARS	\$	351,075	6,483	2,247	3,331	5,267	60,128	83,335	64,773	38,667	32,119	27,520	18,581	8,623
ENERGY DOLLARS	\$	131,393	2,266	1,772	2,147	3,964	22,962	29,359	22,922	13,896	11,625	10,031	6,937	3,512
TOTAL DOLLARS	\$	482,468	8,749	4,019	5,478	9,231	83,090	112,694	87,695	52,563	43,744	37,551	25,518	12,135
MILLS/KWH		51.4	54.0	31.6	35.8	32.6	50.7	53.7	53.6	52.9	52.7	52.4	51.5	48.4
NICHOLSON SUNNYBAR - UTAH														
350 KW [C/I 06/86]	MWH	2,288	107	134	156	152	206	249	256	174	238	184	240	192
CAPACITY DOLLARS	\$	91,290	4,214	5,314	6,189	6,052	8,222	9,957	10,273	6,945	9,539	7,327	9,604	7,653
ENERGY DOLLARS	\$	32,033	1,495	1,876	2,178	2,131	2,881	3,486	3,590	2,440	3,338	2,573	3,360	2,685
TOTAL DOLLARS	\$	123,323	5,709	7,190	8,367	8,183	11,103	13,443	13,863	9,385	12,877	9,900	12,964	10,338
MILLS/KWH		53.9	53.4	53.7	53.6	53.8	53.9	54.0	54.2	53.9	54.1	53.8	54.0	53.8

Edl, Michele

From: Younie, John [John.Younie@pacificorp.com]
Sent: Tuesday, July 16, 2013 3:33 PM
To: Edl, Michele
Subject: CEM COD
Attachments: COD Letter.pdf

Here is the letter we signed regarding the termination date. Let me know if this works.



VIA FEDERAL EXPRESS

March 30, 2006

Commercial Energy Management, Inc.
1155 Yellowstone Ave, Suite B
Pocatello, ID 83205

Re: Power Purchase Agreement between Commercial Energy Management, Inc. and
PacifiCorp, formerly Utah Power & Light Company

Dear Sir / Madam:

PacifiCorp, formerly known as Utah Power & Light Company, has an original Power Purchase Agreement dated November 21, 1991 ("Agreement") for PacifiCorp's purchase of electric energy from your Qualifying Facility. This letter is intended to clarify and/or provide the proper date for expiration or termination of the Agreement. PacifiCorp has determined that the 27-year term of the Agreement will expire or terminate at 2400 hours on May 31, 2020. If you agree that this expiration or termination date is appropriate, please sign both originals of this letter, retain a copy for your records, and return one original to me in the enclosed envelope. In the event an original signed copy is not returned by April 28, 2006, PacifiCorp will rely on the above represented expiration or termination date as the proper date.

Don't hesitate to call me at 503.813.5956 or John Younie at 503.813.5960 if you have any questions regarding this matter.

Termination Date 5/31/2020
Term - 27 years
Calculated Start Date 6/7/1993

Sincerely,

William R. Miller, Manager
Contract Administration

Agreed to:

By:

Title: President

Company: Commercial Energy Mgmt, Inc. (CEM)

Date: 4/11/2006



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Data Category:
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Geographic Area:
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USGS 13073000 PORTNEUF RIVER AT TOPAZ ID

PROVISIONAL DATA SUBJECT TO REVISION

Available data for this site Time-series: Daily data 

- **Site Information**
- **Rating Information**
- **NWS River Forecasts**

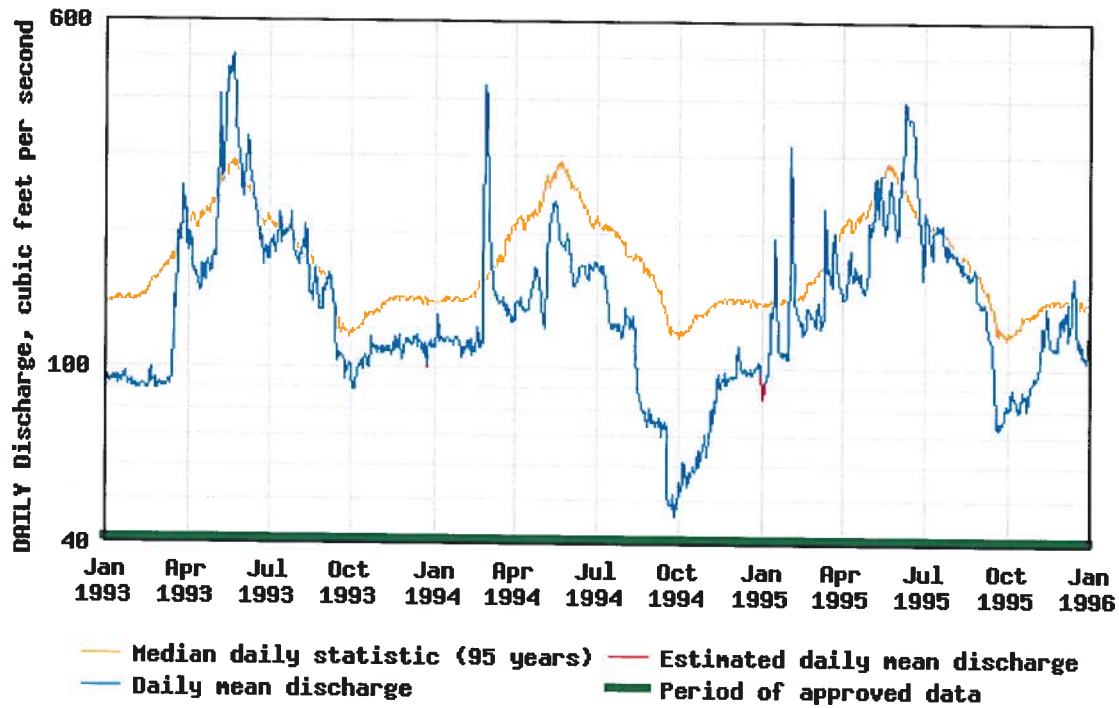
Station funding provided by the U.S. Geological Survey National Streamflow Information Program ([NSIP](#)).

This station managed by the **Idaho Falls Office**. jake@usgs.gov; 208 529-4287.

Available Parameters	Period of Record	Output format	Days (1094)	
☐ All 2 Available Parameters for this site		☐ Graph	-- or --	GO
☒ 00060 Discharge(Mean)	1913-01-01 2013-07-15	☒ Graph w/ stats	Begin date	
☐ 00010 Temperature, water(Max.,Min.,Mean)	1993-06-22 2003-09-30	☐ Graph w/ meas	1993-01-01	
		☐ Graph w/ (up to 3) parms NEW	End date	
		☐ Table	1995-12-31	
		☐ Tab-separated		

[Summary of all available data for this site](#)[Instantaneous-data availability statement](#)

Discharge, cubic feet per second

**USGS 13073000 PORTNEUF RIVER AT TOPAZ ID**




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USGS 13073000 PORTNEUF RIVER AT TOPAZ ID

PROVISIONAL DATA SUBJECT TO REVISION

Available data for this site Time-series:



▼ Site Information

LOCATION.--Lat 42° 37'29", long 112° 05'17" (NAD83), in SE1/4 sec.23, T.9 S., R.37 E., Bannock County, Hydrologic Unit 17040208, Haystack Mountain quad., on right bank 200 ft upstream from Bob Smith Creek, 800 ft downstream from Topaz siding, 1.5 mi upstream from diversion dam of Portneuf-Marsh Valley Canal Co., 4 mi west of Lava Hot Springs, and at mile 55.5.

DRAINAGE AREA.--576 mi², (includes that of Bob Smith Creek). Mean elevation, 6,080 ft.

PERIOD OF RECORD.--January 1913 to September 1915, July 1919 to current year. Monthly discharge only for some periods, published in WSP 1317.

REVISED RECORDS.--WSP 1347: 1920-22, 1924-25(M). WSP 1567: Drainage area. WDR-US-2010: Drainage area.

GAGE.--Datum of gage is 4,918.00 ft above NGVD of 1929. Prior to July 20, 1919, nonrecording gage at site 0.3 mi downstream at datum 3.0 ft lower. July 20, 1919 to June 22, 1954, nonrecording gage at site 0.3 mi downstream at datum 2.00 ft lower than present datum.

REMARKS.--Flow regulated by Chesterfield Reservoir, capacity 24,000 acre-ft, and Twenty-Four Mile Reservoir on Twenty-Four Mile Creek, capacity 685 acre-ft. Diversions above station for irrigation of about 29,000 acres, of which about 7,400 acres are irrigated by withdrawals from ground water (1966 determination).

EXTREMES FOR PERIOD OF RECORD.--Maximum discharge, 7,120 ft³/s Feb. 1, 1963, gage height, 8.22 ft, result of highway fill failure 2 mi upstream.

Maximum discharge excluding highway fill failure events of 1962 and 1963, 1,740 ft³/s Dec. 23, 1964, gage height, 6.00 ft; minimum, 33 ft³/s Sept. 25, 1994, gage height, 2.10 ft.

► Rating Information

► NWS River Forecasts



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Ben Yursa, Secretary of State

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Search Results 1 through 4

(COMMERCIAL ENERGY MANAGEMENT ... COMMERCIAL ENERGY MANAGEMENT, INCORPORATED)

COMMERCIAL ENERGY MANAGEMENT [View Details]

Organizational ID / Filing number: D50650	Filed 24 Dec 2001
PO BOX 4518	ASSUMED BUSINESS NAME
POCATELLO, ID 83201	CURRENT

Wissa

COMMERCIAL ENERGY MANAGEMENT, INC. [View Details]

Organizational ID / Filing number: C73268	Filed 01 Jul 1983
	CORPORATION
	FORFEITED

Marlon
Bird

COMMERCIAL ENERGY MANAGEMENT, INC. [View Details]

Organizational ID / Filing number: C141852	Filed 24 Dec 2001
PO BOX 4518	CORPORATION
POCATELLO, ID 83205	GOODSTANDING

Wissa

COMMERCIAL ENERGY MANAGEMENT, INCORPORATED

[View Details]

Organizational ID / Filing number: C86071	Filed 07 Mar 1988
	CORPORATION
PO BOX 4518	
POCATELLO, ID 83205	ADMIN DISSOLVED

Wissa & Stone

[Idaho Secretary of State's Main Page](#)[State of Idaho Home Page](#)Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov

Edl, Michele

From: Pat Brown [pbrown@idl.idaho.gov]
Sent: Friday, September 12, 2008 5:08 PM
To: Edl, Michele
Cc: Greg Blaesing; Heath Hancock
Subject: RE: Lava Hot Springs hydroelectric plant data

Michele,

As I went to shut down my computer it informed me that there was an un-sent email in my outbox. I thought I'd sent you this last week, but our email system held it because the electronic copy of the easement is too large (12mb). I'll send you a hard copy first of the week.

Pat

+++++

That would be because I forgot to attach it – my bad. Here it is.

Sorry,

Pat

From: Edl, Michele [mailto:Michele.Edl@idwr.idaho.gov]
Sent: Friday, September 05, 2008 11:35 AM
To: Pat Brown
Subject: RE: Lava Hot Springs hydroelectric plant data

Pat,
 I am missing your attachment. Michele

From: Pat Brown [mailto:pbrown@idl.idaho.gov]
Sent: Friday, September 05, 2008 10:12 AM
To: Edl, Michele
Cc: Greg Blaesing; Heath Hancock
Subject: FW: Lava Hot Springs hydroelectric plant data

Michele,

This use is authorized by way of an easement issued in 1996. The land in question is actually owned by the Lava Hot Springs Foundation, but IDL handles land transactions, such as easements and land sales, for them. I've attached an electronic copy of the easement, #5402. The easement specifies a one-time payment, but also specifies annual payments based upon energy production. I would assume, but don't know for sure, that the annual payment is made to us and then passed along to the Foundation. Administration of this would be handled by our staff office in Boise. Greg Blaesing, who you originally contacted, works at the Southwest Idaho Supervisory Office in Boise, not the staff office. If you need information beyond the attached copy of the easement, I would suggest you contact Mike Murphy at our staff office.

Pat Brown
Area Supervisor
Eastern Idaho Supervisory Area
Idaho Department of Lands
3563 Ririe Highway

9/12/2008

Idaho Falls, ID 83401
(208) 525-7167 Fax (208) 525-7178

From: Greg Blaesing
Sent: Friday, September 05, 2008 8:21 AM
To: Edl, Michele
Cc: Heath Hancock; Pat Brown
Subject: RE: Lava Hot Springs hydroelectric plant data

Ms. Edl:

I spoke with Heath Hancock this morning at our Eastern Idaho Area office. He indicated that he will track down some information and respond to your request.

Greg L. Blaesing
Commercial Property Manager
Southwest Supervisory Area
Idaho Department of Lands
p. **208.334.2669 ext. 117**
f. 208.853.6372
gblaesing@idl.idaho.gov

From: Edl, Michele [mailto:Michele.Edl@idwr.idaho.gov]
Sent: Thursday, September 04, 2008 5:53 PM
To: Greg Blaesing
Subject: Lava Hot Springs hydroelectric plant data

Mr. Blaesing,

I pulled your email address from your Department's web page, so if you are not the person I should be petitioning for this data, I would really appreciate it if you would forward this message to the correct person for me.

I work for the Idaho Department of Water Resources and I am looking for information related to a hydroelectric project located on the Portneuf River near Lava Hot Springs. According to our files, the project is owned by Commercial Energy Management Inc. And I understand from IDWR's Eastern region office, that the Department of Lands in Boise receives a royalty check from the operation of this project.

The project has been operating through a water right permit for many years. If possible I am to bring that water right up to license status, but in order to do that I need additional information. I am looking for data that would confirm power generation and beneficial use of water before August 1, 1993.

I have contacted the Idaho Public Utilities Commission and they do not have the records I seek. Idaho Power Co does not have this contract.

Any information you can provide will be gratefully received.

Sincerely,

Michele Edl
Associate Engineer
Idaho Department of Water Resources
322 East Front St
Boise, ID 83720-0098
208-287-4946

9/12/2008

**EASTERN IDAHO
SUPERVISORY AREA**
3563 Ririe Highway
Idaho Falls ID 83401
Phone (208) 525-7167
Fax (208) 525-7178
E-mail: pbrown@idl.idaho.gov



GEORGE B. BACON, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

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September 15, 2008

Michele Edl
Idaho Department of Water Resources
322 East Front Street
Boise, ID 83720-0098

RECEIVED

SEP 22 2008

DEPARTMENT OF
WATER RESOURCES

Dear Michele:

As per our email exchange, a copy of Easement #5402 is enclosed. Please don't hesitate to call me if you have additional questions.

Sincerely,

Patrick A. Brown
Area Supervisor

PB/pb

Enclosures

AMENDED
STATE OF IDAHO
EASEMENT NO. 5402

THIS INDENTURE, made this 23rd day of January, 1996, by and between the STATE OF IDAHO, acting by and through the State Board of Land Commissioners, hereinafter the Grantor, and Commercial Energy Management, Inc. (CEM), Box 4518, Pocatello, Idaho 83205, hereinafter the Grantee.

In consideration of the mutual covenants and agreements of the parties hereto, the Grantor hereby grants to the Grantee an easement upon, over and across the lands hereinafter described and for the purposes and in accord with the provisions hereinafter set forth.

I. DURATION: This easement shall be effective beginning March 1, 1989 and shall continue in perpetuity, subject only to the terms and provisions of this easement, and the requirements of Grantee's license with the Federal Energy Regulatory Commission (hereinafter FERC) as granted or later amended.

II. PROPERTY DESCRIPTION: The Grantor grants this easement upon, over and across the following described lands, situated in the COUNTY OF BANNOCK, State of Idaho, namely a parcel of land located in Government Lot 9, Section 22, Township 9 South, Range 38 East, B.M. and more particularly described in Exhibits #1 and #5 which by this reference is incorporated as a part of this agreement.

Existing Road: Fish Creek Road, Old County Highway 30, and access road to powerhouse.

New Road Construction: None

New 12.5 KV Transmission Line

72" O.D. Steel Penstock

Powerhouse: 750 KW

NOTE: This easement is being amended to include the as-built description of the access road to the powerhouse as part of the easement (See Exhibit No. 5) which was not included in the original easement dated January 9, 1989.

III. PURPOSE: This easement is granted for the following purpose: Constructing, operating, and maintaining a hydroelectric project, known as Portneuf River Hydroelectric Project, FERC Project No. 7447. Construction and installation and/or alterations may commence only after Grantor has approved plans and specifications submitted by a licensed engineer. The approval shall not be unreasonably withheld.

IV. FEES: Grantee shall pay to the Grantor a one time fee of FOUR THOUSAND SEVEN HUNDRED NINETY AND NO 100/THS DOLLARS (\$4,790.00). In addition, once the project is producing hydroelectric power, the Grantee shall pay annually a graduated fee based upon the annual Kilowatt Hour (KWH) production of the project according to the following schedule:

<u>YEARS</u>	<u>\$ per KWH of Production</u>
Start up through year 5	\$.0016
Year 6 through year 10	.0020
Year 11 through year 15	.0024
Year 16 through year 20	.0028

Any extensions, renewals or a new contract after year twenty (20), shall be subject to a negotiation of fees due Grantor at the time the renewal or subsequent contract is activated. This agreement is signed with the anticipation that the fee at time of extension and/or renegotiation shall be at or above \$.0028.

V. REPORTING: The Grantee shall submit to the Grantor a verified copy of the annual KWH production along with the annual fee. The report and fee shall be due and payable on or before February 1st of the following year. If the annual fee is not paid on or before February 1st, the Grantor shall give written notice to the Grantee that if the payment of the annual fee and interest thereon, accruing from February 1st at the prevailing interest rate of the Grantor's transactions, is not received within sixty (60) days of notice thereof, the Grantor may cancel the easement without further notice.

VI. ADDITIONAL RIGHTS RESERVED TO THE GRANTOR: It is understood and acknowledged that all rights are contingent upon all parties compliance with applicable provisions of the FERC license for Project No. 7447 issued to Grantee on December 29, 1986, and as such license may be amended. All individuals or entities authorized by the Grantor to enter upon or to cross this easement shall insure against damage to the easement or Grantee's property in the sum of one million dollars (\$1,000,000.00). The Grantor expressly reserves the following rights:

- A. Oil and gas, geothermal, and all other mineral rights.
- B. To grant additional easements over or leases, permits or licenses upon the easement area, provided that such easement, lease, license, or other use shall not unreasonably interfere with the Grantee's use of its easement.

- C. The Grantor, its agents, contractors, lessees, permittees, and other authorized individuals and entities may enter upon and across the easement area to inspect the improvements and for other lawful uses, so long as such use does not unreasonably interfere with Grantees use of this easement. In addition to the insurance provided above, all those authorized by the Grantor to use the easement area shall be bonded in an amount sufficient to insure that access roads shall be maintained in and restored to the condition they were in prior to commencement of any subsequent grant for multiple usage of the described area.
- D. To sell the lands subject to the terms of this easement.

VII. PERFORMANCE: Grantee shall complete construction and commence operations and the generation of electricity upon this easement area in accord with the terms herein within three (3) years after the granting of this easement; otherwise, this easement shall automatically be extinguished on such date unless an extension is granted by the Grantor, or there is pending litigation concerning construction of the project.

The Grantee shall adhere to the testimony presented by Hydro Power Management, Inc. at the hearing held by the Department of Lands on January 21, 1988 in Pocatello, Idaho and as presented in the "Findings of Fact" from said hearing. More specifically, those items the Grantee shall adhere to are attached as Exhibit #2 and by this reference are incorporated as part of and as a requirement of this easement.

VIII. MAINTENANCE: Grantee shall bear the sole and complete responsibility for maintenance of all improvements constructed upon the easement area, including but not limited to, the penstock, the transmission lines, the powerhouse and all other improvements. The Grantee shall restore the penstock surface area described in this easement and protect any riparian habitat according to the stipulations set forth in the articles used in the perfection of the FERC license, copies of which are attached as Exhibits #3 and #4 and by this reference are incorporated as part of and as a requirement of this easement. The campground lessee shall have the responsibility for maintenance of the restored penstock surface area that lies within the area leased for campground purposes.

IX. RESPONSIBILITY - HOLD HARMLESS CLAUSE: Both parties shall indemnify and hold harmless the other against any and all liability, claims and expenses of any kind, including reasonable attorney fees for any damage to any person or property caused by any negligent or other wrongful act of the other party, or its officers, employees, agents, or invitees in connection with the

activities of the easement. The party seeking indemnification under this provision shall give the other party written notice of the claim for indemnification within ten (10) working days after it receives notice or has knowledge of the claim and shall give the other party a reasonable opportunity to defend against the claim including cooperation in the defense of the claim. Grantee shall not be considered an agent of the Grantor in the construction, operation, maintenance or use of the easement area or the facilities, structures, or improvements situated thereon.

X. DEFAULT: If at any time the Grantee is in default of any of the terms of this agreement then the Grantor shall notify the Grantee as to the nature and extent of said default by certified letter. The Grantee shall then have a period of ninety (90) days after the date of receipt of said certified letter in which to remedy or to challenge any alleged default. If the Grantee is proceeding in good faith to cure any acknowledged default the Grantor may extend the 90-day provision to any degree which it deems proper. In the event of an unsatisfactory cure of a default by the Grantee within the time limit or extensions thereof then any Secured Party shall have further ability to cure said default as per the provisions of item XII (C) which follow in this agreement. If at any time the Grantor is in default of any of the terms of this agreement then the Grantee shall notify the Grantor as per the terms of this provision and all other terms of this provision shall apply.

XI. ASSIGNMENT: The Grantee shall not sublet all or any part of the easement or assign or transfer this easement or any interest therein, except as follows:

- A. Subject to the approval of the Grantor which shall not be unreasonably delayed or denied, the Grantee may assign this easement to an assignee who agrees to perform all of Grantee's obligations under this agreement.
- B. The Grantee may mortgage or otherwise create a security interest in the Grantee's interest in this easement to secure indebtedness incurred by the Grantee to finance the construction of the Project, or to secure the Grantee's obligations to a third party under a lease to the Grantee of the improvements constituting the Project, in the event that any or all of the improvements are constructed or acquired by the third party and leased by it to the Grantee.

XII. MORTGAGES: In the event that the Grantee shall mortgage or otherwise create a security interest in its interest in the easement as permitted in Article XI, the holder of the mortgage or security interest (the "Secured Party") shall notify the Grantor by certified letter of the creation of such mortgage or security

interest and the name and address for the service of notice upon the Secured Party. The Grantor hereby agrees for the benefit of the Secured Party that:

- A. Upon serving the Grantee with any notice of default, Grantor shall simultaneously serve a copy of such notice upon the Secured Party. No notice to the Grantee shall be effective unless a copy is also served upon the Secured Party.
- B. In the event of any default by the Grantee hereunder or under the terms of the mortgage or other security interest, the Secured Party shall at its option have the right to perform any of the Grantee's covenants, to cure any defaults by the Grantee, and/or to exercise any election, option or right conferred upon the Grantee by the terms of this easement.
- C. The Grantor will not terminate this easement or the Grantee's right of possession for any default of the Grantee if within a period of thirty (30) days after the expiration of the period of time within which the Grantee might cure said default under the provisions of this easement, the Secured Party cures the default or causes the default to be cured, or if within a period of thirty (30) days after the expiration of the period of time within which the Grantee might commence to eliminate the cause of such default and proceeds diligently and with reasonable dispatch.
- D. The Grantor will not terminate this easement if the Secured Party takes possession of the easement upon default by the Grantee under the terms of the mortgage, provided that the fees due and payable under this easement shall continue to be paid and the other covenants, conditions and agreements of this easement on the Grantee's part to be kept and performed shall continue to be kept and performed. Secured Party shall have a period of thirty (30) days after taking possession within which to commence performance.
- E. No right, privilege or option available to the Grantee to cancel or terminate this easement shall have been exercised effectively unless joined in by the Secured Party.
- F. No modification or amendment to this easement shall be effective without the written consent of the Secured Party.

- G. Notwithstanding anything to the contrary upon the occurrence of an event of default, other than a default in the payment of money, the Grantor shall take no action to effect a termination of this easement without first giving to the Secured Party a reasonable time within which either
- 1) to obtain possession of the easement (including possession by a receiver) or
 - 2) to institute, prosecute and complete foreclosure proceedings or otherwise acquire the Grantee's interest under this easement with diligence.

The Secured Party, upon obtaining possession or acquiring the Grantee's interest under this easement, shall be required promptly to cure all defaults then reasonably susceptible of being cured by the Secured Party.

- H. In the event of the termination of this easement as a result of the bankruptcy or insolvency of the Grantee, the Grantor shall serve upon the Secured Party written notice that the easement has been terminated. The notice shall include a statement of any and all sums which would be due under this easement but for such termination and of all other defaults, if any, under this easement then known to the Grantor. If within thirty (30) days after the Grantor's notice, the Secured Party shall request a new easement, the Grantor shall enter into a new easement with the Secured Party, or its designee, in accordance with and upon the following terms and conditions:

- 1) the new easement shall be at the reasonable cost of the Grantee,
- 2) the new easement shall be effective as of the date of termination of this easement,
- 3) the new easement shall be for the same term of this easement and at its same rent, agreements, terms, covenants, and conditions,
- 4) the new easement shall require the Grantee to perform any unfulfilled obligation of the Grantee under this easement which is reasonably susceptible of being performed by such Grantee.

Upon the execution of such new easement, the Grantee named therein shall pay any and all sums which would, at the time of its execution, be due under this easement but for such termination and shall pay all expenses, including reasonable counsel fees, court costs and

disbursements incurred by the Grantor in connection with such default and termination, the recovery of possession of the easement, and the preparation, execution and delivery of the new easement.

XIII. BONDS: Grantee shall secure at least thirty (30) days prior to commencement of project construction and maintain during the entire term of this easement, a good and sufficient performance bond, or a cash or savings bond deposit in the amount of Thirty Five Thousand Dollars (\$35,000.00) to guarantee compliance with the terms of this easement including without limitation construction, safety, performance, maintenance, reclamation and, if required by the Grantor, the prompt removal of all equipment and improvements from the easement area, upon Grantee's default or extinguishment of the easement for any reason.

XIV. INSURANCE: Grantee shall secure and maintain during the terms of this easement, public liability, property damage, and products liability insurance at least in the sum of one million dollars (\$1,000,000.00) for injury or death; and in the sum of one million dollars (\$1,000,000.00) for damages to property and products damage caused by any occupancy, use, operations or any other activity upon the easement area carried on by the Grantee, its assigns, agents, operators or contractors. The Grantor and the Lava Hot Springs Foundation and assigns shall be a named insured in all instances. A signed, completed certificate of insurance shall be submitted to the Director of the Department of Lands and to the Chairman of the Lava Hot Springs Foundation prior to the execution of this easement.

XV. WASTE: Grantee shall not allow waste to be committed upon the easement area. Grantee shall, at all times, keep the premises free from abandoned machinery, motor vehicles, refuse and other unsightly materials. Grantee shall gate the access to the fenced powerhouse and intake structure.

XVI. RECLAMATION: Upon relinquishment, termination or extinguishment for any reason, Grantee shall reclaim all lands disturbed by its construction, by its use, its occupancy or its abandonment of the easement area by reshaping and reseeding with seed to the extent necessary to minimize erosion. The amount and species of seed shall be determined by the Grantor. Any seedbed area suitable for disking shall be disked to a depth of 1/2" to 1" before seeding.

In the event that Grantee fails to commence and continue reclamation within thirty (30) days after relinquishment, termination or extinguishment, the Grantor may declare the performance bond forfeited and use the bond monies to reclaim the land, and may exercise all other remedies at law and in this easement. The Grantor may extend the thirty (30) day period to allow for optimum weather and planting conditions.

XVII: REVERSION FOR NON-USE: In the event that the easement is not used for the purpose for which it was granted, for any five (5) year period, the easement is presumed abandoned and shall automatically terminate. The Grantor shall notify the Grantee and the Secured Party in writing of the termination. The Grantee and the Secured Party shall have thirty (30) calendar days from the date of notification to reply in writing to the Grantor to show cause why the easement should be reinstated. Within sixty (60) calendar days of receipt of the statement to show cause, the Grantor shall notify the Grantee and the Secured Party in writing as to the Grantor's decision concerning reinstatement. The Grantee or the Secured Party shall have thirty (30) calendar days of receipt of the Grantor's decision to appeal an adverse decision to the State Board of Land Commissioners.

XVIII: RELINQUISHMENT: The Grantee may relinquish this easement by filing a written relinquishment with the Grantor. Thirty (30) days thereafter, the Grantee shall be relieved of liability under this easement except for the continued obligation to make payments of all accrued fees, timely removal of equipment and improvements and/or the release of the performance bond for the removal of equipment and improvements if required by the Grantor, the reclamation of the premises, and compliance with all other duties and payments of all liabilities required by this easement or by law or regulation, which accrued prior to the filing of the relinquishment.

XIX: COVENANT: It is mutually understood and agreed by the parties that all of the terms, covenants, conditions, and obligations in this easement contained are of the essence and shall be binding upon the heirs, executors and assigns of this easement.

XX. COMPLIANCE WITH APPLICABLE LAWS: All applicable laws and regulations of the United States and the State of Idaho and its political subdivisions are incorporated herein by reference except as lawfully varied by the contractual terms of this easement. Grantee shall comply with all such applicable laws and regulations.

XXI. TERMINATION: Except as provided in paragraphs V and VII above, the Grantor may terminate this easement for any material breach of its terms one hundred twenty (120) days after written notice of default has been given to the Grantee and Secured Party, unless the breach has been cured to the Grantor's satisfaction before the one hundred twenty (120) day period has expired.

In the event the Grantor declares a termination of the easement, thereafter the easement shall be completely and finally extinguished and all right and title thereto shall automatically revert to the Grantor or to the record owner of the Grantor's interest in the lands subject to this easement; provided that the Grantee shall remain bound to comply with all duties and

liabilities required by this easement or by law, which accrued prior to the date of extinguishment; the Grantee and/or Secured Party shall quietly and peaceably surrender possession of the easement to the Grantor; and the Grantor may pursue all other remedies at law and in this easement.

XXII. FORCE MAJEURE: In the event that any performance required of either party by this easement is delayed by any reason beyond its control, including but not limited to fire, flood, storms, strikes, labor disputes, riots, insurrection, inability to procure materials or the act of omission of the other party, the affected party shall notify the other party of the delay and the reasons for it. The time for which the affected performance is required shall be excused and/or extended for the amount of time the performance is delayed. Nothing in this paragraph shall excuse the Grantee from making timely payment of the fees due under this easement.

XXIII. NOTICE: All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in hand to such party or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed:

If to the Grantee: Commercial Energy Management, Inc.
P.O. Box 4518
Pocatello, Idaho 83205

If to the Grantor: Director
Idaho Department of Lands
P.O. Box 83720
Boise, Idaho 83720-0050

and: Executive Director
Lava Hot Springs Foundation
Lava Hot Springs, Idaho 83246

or in each case to such other address as may be specified in a written notice delivered in compliance with the foregoing requirements.

XXIV. FEDERAL ENERGY REGULATORY COMMISSION (FERC) REGULATION: Both parties recognize that the Project and therefore this easement is subject to the regulatory jurisdiction of FERC. Any performance required under this easement is expressly conditioned on it being in compliance with FERC rules, regulations, or orders. If any performance under this easement requires FERC approval, that performance is conditioned upon the receipt of that approval. Both

parties shall take all reasonable and appropriate steps to insure that the performance required under this contract are within FERC rules, regulations and orders and that applications for required approvals are filed in a timely fashion.

STATE BOARD OF LAND COMMISSIONERS

Philip E. Batt

Governor of the State of Idaho and
President of the State Board of
Land Commissioners

Countersigned:

Pete T. Cenarrusa
Secretary of State



Stanley F. Hamilton
Director, Department of Lands

STATE OF IDAHO)
) ss.
County of Ada)

On this 23 day of January, 1996, before me, a Notary Public in and for said State, personally appeared **PHILIP E. BATT**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; **PETE T. CENARRUSA**, known to me to be the Secretary of State of the State of Idaho; **STANLEY F. HAMILTON**, known to me to be the Director of the Department of Lands of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

Gwen Robinson
NOTARY PUBLIC for Idaho
Residing at: Bosse *Id*
My Commission expires: 9/8/2001

COMMERCIAL ENERGY MANAGEMENT, INC.

By: *Mahe F. Wissa*
Mahe F. Wissa, President

STATE OF IDAHO)
) ss.
County of Bannock)

On this 22 day of December, 1995, before me, the undersigned, a Notary Public in and for the State of Idaho personally appeared **MAHER F. WISSA**, known to me to be the President of the said COMMERCIAL ENERGY MANAGEMENT, INC. whose name is subscribed to the within and foregoing instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Norma Heymer
Notary Public in and for the State of
Idaho, residing at Bozartville, ID

My Bond Expires 8-7-99

LAVA HOT SPRINGS FOUNDATION

By:

Robert I. Meline
Robert I. Meline

STATE OF IDAHO)

County of Bannock)

ss.

On this 2nd day of Jan, 1998, before me the undersigned, a Notary Public in and for the State of Idaho personally appeared **ROBERT I. MELINE**, known to me to be the Executive Director of the said LAVA HOT SPRINGS FOUNDATION whose name is subscribed to the within and foregoing instrument, and acknowledged to me that such foundation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Terri Wakeum
NOTARY PUBLIC for Idaho

Residing at: Paradise, ID

My Commission expires:

2/22/2000

PERMANENT EASEMENT
FOR CONSTRUCTION AND MAINTENANCE OF
PORTNEUF HYDRO-ELECTRIC PROJECT
LAVA HOT SPRINGS, IDAHO
FERC PROJECT NO. 7447-002

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 9, SECTION 22, TOWNSHIP 9 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST 1/4 CORNER OF SECTION 22, A FOUND STONE MARKED WITH A 1/4 ON WEST FACE; THENCE, EAST ALONG THE LATITUDINAL CENTERLINE OF SECTION 22 (THE LATITUDINAL CENTERLINE BEING RUN PARALLEL TO THE NORTH LINE OF SECTION 22. THE NORTH LINE OF SECTION 22 BEING RE-ESTABLISHED BY SOLAR OBSERVATION ON MARCH 31, 1988 AND IT'S LOCATION VERIFIED BY GLO TIES TO OREGON SHORT LINE RAILROAD, NOW THE UNION PACIFIC RAILROAD, THE WEST LINE OF SECTION 22 AND THE PORTNEUF RIVER.) 2,909.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE, S15°18'40"W 34.00 FEET TO THE NORTH RIGHT OF WAY LINE OF THE OLD FISH CREEK ROAD; THENCE, S76°47'20"E ALONG SAID RIGHT OF WAY 42.28 FEET; THENCE, S15°18'40"W 227.01 FEET; THENCE, S74°41'20"E 30.00 FEET; THENCE S15°18'40"W 82.16 FEET; THENCE S64°45'00"W 323.37 FEET; THENCE S33°13'00"W 418.87 FEET; THENCE, S53°22'00"W 385.56 FEET; THENCE, S36°38'00"E 100.00 FEET; (THENCE) N53°22'00"E 403.33 FEET; THENCE, N33°13'00"E TO THE RIGHT BANK OF THE PORTNEUF RIVER; THENCE, FOLLOWING THE SINUOSITY OF THE RIGHT BANK IN A NORTHEASTERLY DIRECTION TO A POINT WHICH BEARS S61°03'42"E FROM THE TRUE POINT OF BEGINNING AND IS 128.33 FEET DISTANT, SAID POINT IS THE INTERSECTION OF THE RIGHT BANK OF THE PORTNEUF RIVER AND THE END OF THE WING WALL OF THE BRIDGE ABUTMENT ON THE UPSTREAM SIDE OF THE OLD PORTNEUF RIVER BRIDGE; THENCE, S78°32'41"E 73.55 FEET TO AN INTERSECTION WITH THE LEFT BANK OF THE PORTNEUF RIVER AND THE END OF THE WING WALL OF BRIDGE ABUTMENT, SAID POINT IS ALSO ON THE UPSTREAM SIDE OF SAID BRIDGE; THENCE, IN A NORTHEASTERLY DIRECTION ALONG THE LEFT BANK TO AND INTERSECTION WITH THE LATITUDINAL CENTERLINE OF SECTION 22; THENCE, WEST ALONG THE LATITUDINAL CENTERLINE 220 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A 15 FOOT EASEMENT FOR A POWER TRANSMISSION LINE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S39°41'42.3"W AND 1247.25 FEET DISTANT FROM THE TRUE POINT OF BEGINNING, SAID POINT FALLS ON THE NORTHEAST LINE OF THE PERMANENT EASEMENT; THENCE, TO THE SOUTHEAST SIDE OF THE POWERHOUSE.

Grantee Requirements as Presented in Testimony
at January 21, 1988 Hearing

1. Powerhouse Turbine Noise Level: Turbine noise level not to exceed 25 decibels as measured from outside the powerhouse.
2. Aesthetics: Entire penstock with exception of that portion under the U.S. Hwy 30 bridge to be buried; powerhouse to be buried on at least three sides and the roof to also be buried. Powerhouse area to be appropriately landscaped and screened by vegetation.
3. Construction in Campground Area: Construction in campground lease area to be performed before or after the campground season, restore the campground to its present condition including re-connecting or re-locating any utility and service lines impacted by installation of the buried penstock.
4. Bristol Falls: Make natural appearing alterations in the main channel, if necessary, and approved by the Department of Water Resources, to direct water flow to the Falls to assure the aesthetic qualities of the Falls.
5. Use of Foreign-made Equipment: With exception of the turbine and associated turbine equipment, the Grantee shall purchase domestic equipment for construction of the project.

PLAN TO RESTORE THE CAMPGROUND AREA

Commercial Energy Management, Inc.'s (CEM) Plan shall consist of the following:

1. CEM will hire a landscaping consultant and contractor to restore the campground vegetation to its original conditions after completion of construction. The work will include regrading, placement of top soil and fertilization, and revegetation.
2. CEM's consultant will evaluate, each spring for five years, planting and seeding success, and revegetation will be performed in the needed areas.
3. All underground utilities and campground tables that will be affected by the penstock construction will be removed and replaced to their original locations. Any damaged items will be replaced with new of equal quality.

PERMANENT EASEMENT
FOR USE AND MAINTENANCE OF A ROAD TO
ACCESS THE POWERHOUSE IN CONJUNCTION WITH
PORTNEUF RIVER HYDRO-ELECTRIC PROJECT
LAVA HOT SPRINGS, IDAHO
FERC PROJECT NO. 7447

A strip of land thirty (30.00) feet wide, being fifteen (15.00) feet each side of the following described centerline:

Commencing at the west one quarter ($\frac{1}{4}$) corner of Section 22, Township 9 South, Range 38 East, B.M., thence East, 2,161.00 feet along the north boundary of the SW $\frac{1}{4}$ of said Section 22; thence South, 985.96 feet to a point of intersection of the permanent easement for a buried penstock and the centerline of an existing campground road, said point also being the REAL POINT OF BEGINNING; thence along said existing road centerline, North 84°18'46" West, 67.26 feet to a point of curvature of a 180.38 foot radius curve to the left having a central angle of 43°45'18", thence 137.75 feet along said curve; thence South 51°55'48" West, 206.76 feet; thence South 47°05'01" West, 111.95 feet to a point of curvature of a 37.93 foot radius curve to the right having a central angle of 99°52'16", thence 66.12 feet along said curve; thence North 33°02'45" West, 26.00 feet to a point on the southerly right-of-way line of U.S. Highway 30, said point being the terminus of said easement, the above described area containing 0.42 of an acre, more or less.

Edl, Michele

From: Younie, John {Mkt Affiliate} [John.Younie@PacifiCorp.com]
Sent: Tuesday, September 09, 2008 11:59 AM
To: Edl, Michele
Subject: CEM Termination Letter

Attachments: 001.PDF



001.PDF (71 KB)

Michele,

Attached is the termination letter you requested.

-----Original Message-----

From: Younie, John {Mkt Affiliate}
Sent: Tuesday, September 09, 2008 10:46 AM
To: Younie, John {Mkt Affiliate}
Subject:

Please open the attached document. It was scanned and sent to you using a Xerox Document Centre.

Sent by: p89480 [John.Younie@PacifiCorp.com] Number of Images: 1 Attachment File Type: PDF

This email is confidential and may be legally privileged.

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VIA FEDERAL EXPRESS

March 30, 2006

Commercial Energy Management, Inc.
1155 Yellowstone Ave, Suite B
Pocatello, ID 83205

Re: Power Purchase Agreement between Commercial Energy Management, Inc. and
PacifiCorp, formerly Utah Power & Light Company

Dear Sir / Madam:

PacifiCorp, formerly known as Utah Power & Light Company, has an original Power Purchase Agreement dated November 21, 1991 ("Agreement") for PacifiCorp's purchase of electric energy from your Qualifying Facility. This letter is intended to clarify and/or provide the proper date for expiration or termination of the Agreement. PacifiCorp has determined that the 27-year term of the Agreement will expire or terminate at 2400 hours on May 31, 2020. If you agree that this expiration or termination date is appropriate, please sign both originals of this letter, retain a copy for your records, and return one original to me in the enclosed envelope. In the event an original signed copy is not returned by April 28, 2006, PacifiCorp will rely on the above represented expiration or termination date as the proper date.

Don't hesitate to call me at 503.813.5956 or John Younie at 503.813.5960 if you have any questions regarding this matter.

Sincerely,

William R. Miller, Manager
Contract Administration

Agreed to:

By:

Title:

Company: Commercial Energy Mgmt, Inc. (CEM)

Date: 4/11/2006



Proud Sponsor of the
2002/2004 U.S. Olympic Team

Edl, Michele

From: Rick Sterling [Rick.Sterling@puc.idaho.gov]
Sent: Wednesday, September 03, 2008 9:31 AM
To: Edl, Michele
Subject: RE: CEM hydroproject near Lava Hot Springs
Attachments: CEM description.pdf

Michele --

Unlike projects with Idaho Power contracts, we do not receive generation reports from PacifiCorp for projects on their system. Consequently, you would have to request generation data directly from the project owner or from PacifiCorp if you need generation history.

As far as details of the facility, I've attached pages from the power sales agreement. The project has a single turbine with a hydraulic capacity of 210 cfs. Nothing in our files gives any indication of annual volume of water usage. The electrical capacity of the generator is 900 kW. The power sales agreement was signed on 9/24/1991. The agreement is for 27 years. The scheduled online date was January, 1992, but my information indicates that the project did not actually come online until approximately April, 1993.

We do have the contract on file, but I don't think there's much other information in it that would be helpful for your purposes, besides what I've provided here.

-- Rick Sterling
Idaho Public Utilities Commission
208-334-0351

From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Tuesday, September 02, 2008 5:57 PM
To: Rick Sterling
Subject: CEM hydroproject near Lava Hot Springs

Rick,
I am looking at the water right file for a hydroproject on the Portneuf River near Lava Hot Springs. It is FERC project # 7447 and the project operators, CEM or Commercial Energy Mgmt, Inc., had some compliance issues. The plant was not in operation during the one field exam visit. So I would be interested in seeing the generation data to help us confirm beneficial use of the water.

Because this project is on the eastern side of the state, I don't think that Idaho Power Company has the PURPA contract. Do you have Utah Power contracts/records? Any information you can provide will help.

Thanks
Michele Edl
Associate Engineer
Water Rights Section
287-4946

APPENDIX A
DESCRIPTION OF SELLER'S FACILITY
FOR
COMMERCIAL ENERGY MANAGEMENT, INC.

Seller's Facility shall be the hydroelectric generation facility and appurtenant facilities located on the Portneuf River consisting of a diversion weir, penstock, Francis impulse turbine, a synchronous generator, Seller's Interconnection Facilities as described in Appendix B, etc., more specifically described as follows:

- A. Seller shall purchase, construct, own, operate and maintain a diversion weir on the Portneuf River for use in this project. The diversion weir will be located in a parcel in government lot 9 of Section 22, Township 9 South, Range 38 East, Boise Meridian, approximately three-quarters (3/4) of a mile east of Lava Hot Springs, Bannock County, State of Idaho on the Portneuf River. The diversion weir shall be constructed of reinforced concrete, shall be forty (40) feet long and extend four (4) feet above the existing stream bed of the Portneuf River and have a crest elevation of 5,092.7 feet. A reservoir will be formed above the diversion weir that will cover an area not greater than one-half (1/2) of an acre and be capable of retaining about two (2) acre-feet of water. The diversion weir will have a high-water spillway that will limit the level of the reservoir and will allow the excess or high-water flow of the Portneuf River to flow over the diversion weir and continue down the main stream of the Portneuf

River. A manually-controlled sluice-gate and two (2) side-gates with removable stop logs will be installed in the diversion weir that will allow Seller to maintain the required down-stream water flow and to drain the retained water behind the diversion weir, when needed. The diversion weir shall also include the penstock intake facilities which will consist of trash racks, fish-screening equipment and fish bypasses. This equipment will prevent trash and fish from entering the penstock and will allow fish to bypass the diversion weir. Stop logs will be used to control the flow of water from the Portneuf River into the penstock and to isolate the penstock from the Portneuf River, when needed.

B. Seller shall purchase, construct, own, operate and maintain the penstock for use in this project. The penstock shall be constructed of one (1) seventy-two (72) inch, spiral-welded, steel pipe. The water from the Portneuf River, after entering the penstock, will travel approximately one-thousand three-hundred fifty (1,350) feet horizontally and drop approximately fifty-eight (58) feet vertically to the powerhouse. This will give the penstock a maximum available head of fifty-eight (58) feet and a total hydraulic capacity of two-hundred ten (210) cubic feet per second.

C. Seller shall purchase, construct, own, operate and maintain the equipment and generators located within the powerhouse. The powerhouse will be located in a parcel in government lot 9 of Section 22, Township 9 South, Range 38 East, Boise Meridian

approximately one-half (1/2) of a mile east of Lava Hot Springs, Bannock County, State of Idaho on the Portneuf River. The powerhouse will be a reinforced concrete building and will be approximately twenty-five (25) feet wide by fifty-seven (57) feet long in size. The powerhouse will contain the one (1) one-thousand two-hundred (1,200) horsepower Francis impulse turbine driving the nine-hundred (900) kilowatt synchronous generator, plus all other required and necessary control equipment, protective relay equipment, circuit breakers, safety equipment, shutdown equipment, etc., essential for the operation and protection of the penstock, the Francis impulse turbine and the synchronous generator. This will give Seller's Facility a total Name Plate Rating and generating capability of nine-hundred (900) kilowatts. The water, after running through and driving the Francis impulse turbines in the powerhouse, will be discharged back into the natural stream bed of the Portneuf River from the powerhouse's tailrace at a normal water elevation of 5,035.0 feet.

- D. Seller shall purchase, construct, own, operate and maintain Seller's Interconnection Facilities more specifically described in Appendix B.

MEMORANDUM

Date: August 21, 2008
To: Water Right File 29-7699
From: medl
Re: requested revisit

I opened this permit file hoping to start a review for licensing. The field examiner did not find this hydro in operation at the time of his visit. The inflow was below the operation range of the plant and had been for several months. Although the examiner recommended it be licensed at the permit rate, I need confirmation of beneficial use before I can process a license. On 8/20/08, I sent an email asking Eastern Region manager, E Carlsen to add a visit to this site to the to-do list for his personnel.