

CITY OFFICIALS
W. Greg Nelson, Mayor
Richard Cardoza, Council President
Briana Buban-Vonder Haar, Council Member
Pat Jones, Council Member
Joe Stear, Council Member

CITY OF KUNA

Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

Appeal Hearing

AGENDA

Tuesday, September 29, 2015

6:00 P.M. APPEAL HEARING

1. Call to Order and Roll Call

2. Appeal Hearing:

Appeal Hearing for Idaho Solar 1, LLC / Origis Energy USA, Inc – Troy Behunin,
Senior Planner

Testimony from Appellant – Representative for Curtis Derr, Tiffany Hales of Brian
Webb Legal (*up to 20 minutes of testimony allowed*)

Testimony in Support, Against or Neutral of the matter (*up to 3 minutes of testimony
allowed per person*)

Testimony from Applicant – Michael Chestone (*up to 20 minutes of testimony allowed*)

Rebuttal Testimony from Appellant – Representative for Curtis Derr, Tiffany Hales of
Brian Webb Legal (*up to 5 minutes of testimony allowed*)

3. Adjournment:



City of Kuna

P.O. Box 13
 Phone: (208) 922-5274
 Fax: (208) 922-5989
www.kunacity.id.gov

City Council Staff Report – Appeal of P&Z Decision

To: City Council

Case Number: **15-04-SUP** (Special Use Permit)

Site Location: South East Corner of Cloverdale and Barker Roads
 Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

P&Z Meeting Date: August 11, 2015
 P&Z Tabled until: August 25, 2015
P&Z Findings of Fact: September 8, 2015
Appeal Hearing Date: September 29, 2015

Original Applicant: Michael Chestone
 Idaho Solar 1, LLC / Origis Energy USA, Inc,
 1200 Brickell Ave. Ste. 1800
 Miami, FL 33131
 305.560.7539
Michael.chestone@origisenergy.com

Appellant: Curtis Derr
 18710 S. Cloverdale Rd.
 Kuna, ID 83634
derrranch@gmail.com

Appellant's Representative: Brian Webb Legal
 Tiffany Hales
 839 E. Winding Creek Dr. Ste. 102
 Eagle, Idaho 83616
 208.331.9393
Tiffany@brianwebblegal.com

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- B. Appellant's Course of Proceedings – City Council
 1. Kuna City Code 5-6-9.
 2. Noticing of Public Hearing for Appeal
- C. **Appeal**

- 1. Appellant’s Grounds For Appeal
- D. Letters In Support Of Appellant’s Appeal
- E. Special Use Permit (SUP) Factors That Council Must Consider In This Appeal
- F. Comprehensive Plan Analysis By Council
- G. If the SUP Is Granted, Council May Consider Id State Code 67-6512-d-1 through 8.

A. Prior Course Proceedings – Planning and Zoning Commission:

Kuna City Code (KCC), Title 5, Chapter 3, Section 2, of the *official schedule of district regulations* Section states a Public Service Facility in the Agriculture Zone requires that an applicant obtain a Special Use Permit (SUP). It is staffs view, that this request is valid, thus making the site eligible for an SUP. Proposed new commercial landscaping and commercial signage within Kuna requires development designs to be evaluated by the Design Review Committee (DRC) in an effort *“to specify desirable building and landscape architectural styles and materials to create a sustainable and pleasing environment for residents and visitors alike”*.

a. Notifications

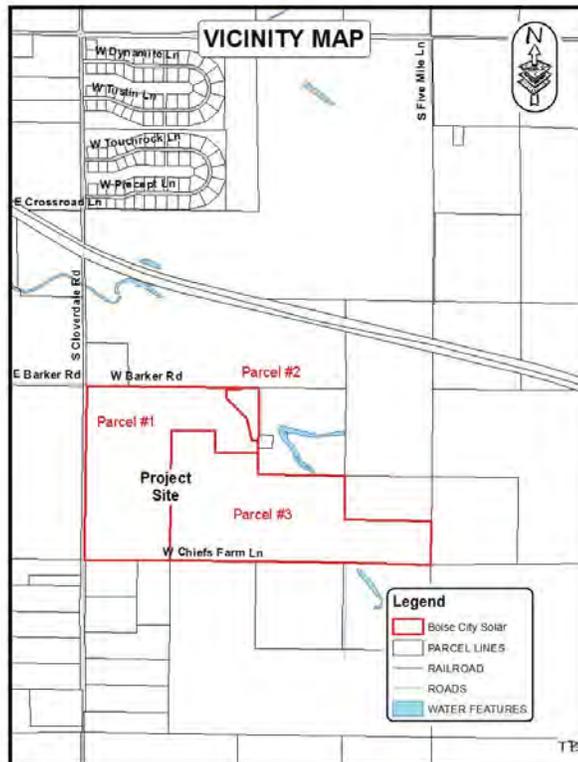
- i. Neighborhood Meeting July 8, 2015 (14 people attended)
- ii. Agencies July 20, 2015
- iii. 300’ Property Owners July 30, 2015
- iv. Kuna, Melba Newspaper July 22, 2015
- v. Site Posted July 28, 2015

1. Applicants Request:

Request:

Applicant requests City Council to consider overturning the Planning and Zoning Commissions decision (Decided August 25, 2015), to grant a Special Use Permit to Origis Energy (DBA – Idaho Solar 1, LLC), to build a 40 MWac solar facility.

2. Vicinity and Aerial Maps:





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3. **History:** The properties are in the City limits and are currently zoned A (Agriculture). This is active farm ground. This parcel has historically been farmed and used for other typical Agricultural purposes.

4. **General Projects Facts:**

a. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Mixed-Use General. The applicant is not proposing a change in zoning and as such, staff views this land use request to be consistent with approved Comp plan map and current zoning for the parcels.

b. **Surrounding Land Uses:**

North	Ag, RP	Agriculture – Kuna City / Rural Preservation –Ada County
South	RR, RP	Rural Residential / Rural Preservation –Ada County
East	Ag	Agriculture – Kuna City
West	Ag	Agriculture – Kuna City

c. **Parcel Sizes, Current Zoning, Parcel Numbers:**

- 220 total acres (Approximately)
- A, Agriculture
- 3 Parcels: **#1** S2110223000 (99.83 ac.), **#2** S2110212400 (5.17 ac.), **#3** S2110130600 (115 ac.) (Approximately)

d. **Services:**

- Sanitary Sewer– City of Kuna (*when available*)
- Potable Water – City of Kuna (*when available*)
- Irrigation District – Boise-Kuna Irrigation District (*when available*)
- Pressurized Irrigation – City of Kuna (KMID) (*when available*)
- Fire Protection – Kuna Fire District
- Police Protection – Kuna City Police (*Ada County Sheriff's office*)
- Sanitation Services – J&M Sanitation

- e. **Existing Structures, Vegetation and Natural Features:** Currently the property is used for Agricultural purposes and is actively being farmed. The site contains items and equipment generally associated with farming activities.
- f. **Transportation / Connectivity:** The applicant proposes driveway access from Barker Road.
- g. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. This site's topography is generally flat and one parcel currently has a pivot on it.
- h. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), Ada County Highway District (ACHD – Austin Miller), Central District Health Department (CDHD – Lori Badigian) and Department of Environmental Quality (DEQ – Danielle Robbins). The responding agency comments are included as exhibits with this case file. The following agencies did not send in comments; Kuna Police Department, Kuna School District, Ada County Planning and Zoning, Idaho Power, J&M Sanitation, and the US Post Office.

5. **Staff Analysis:**

This site is located near the southeast corner (SEC) of Cloverdale and Barker Roads. The applicant proposes a 40 MWac solar photovoltaic project (solar farm) to generate clean electricity for purposes of selling the power exclusively to Idaho Power Company. The applicant will control 220 acres, however, the solar farm will occupy approximately 180 acres for energy generation. This overage will allow for proper spacing and room for needed ancillary equipment and internal private-access roads, among other site restraints.

Applicant is requesting design review for the supporting structures/equipment and landscaping for the project. The landscaping request is submitted in two parts. Current code (K.C.C. 5-17-15) states applicants shall place two shade trees, three evergreen trees and 12 shrubs every 100 linear feet of actual frontage for the project. The applicant has proposed full compliance for the approximately one acre sub-station parcel in the northwest corner of the project. However, due to the sheer length and area of the proposed project along Cloverdale and Barker, the applicant requests consideration of a reduction in the required landscaping (in terms of numbers) for both frontages. Staff would generally support this action. The Design Review Committee (DRC) may negotiate this element with the applicant to strike a balance between full compliance and a set requirement that is less than full compliance. The DRC has the ability to modify landscaping standards, based on the merits of a given project (K.C.C. 5-17-19-A).

This project meets the criteria for PUBLIC SERVICE FACILITY; *Buildings, power plants and substations, water treatment plants and pumping stations, sewage disposal and pumping plants, and other structures, except public utility structures erected, constructed, altered, operated by municipal or other governmental agency, for the purpose of furnishing electrical, gas, rail transport, communication, public water and sewage services.*

According to staffs review of the application this proposed 220 acre project is within the Kuna city, Ag Zone. According to Kuna City Code (K.C.C.) 5-3-2, (the Land Use Matrix relied upon by staff) a Public Service Facility in the Agricultural Zone requires a Special Use Permit. This Application seeks that SUP approval along with approval for supporting structures for the solar project, and approval for site landscaping.

Staff has determined this application appears to comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards Case No.'s 15-04-SUP and 15-05-DR, to the Commission for their decision with accompanying recommended conditions of approval.

6. **Applicable Standards:**

- a. City of Kuna Zoning Ordinance No. 230, 546 and 570,
- b. City of Kuna Special Uses, Ordinance 570 as amended,

- c. City of Kuna Landscaping Requirements, Ordinance 2012-22, as amended,
- d. City of Kuna Comprehensive Plan and Future Land Use Map,
- e. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

7. Comprehensive Plan Analysis:

The Kuna Planning and Zoning Commission accepts the Comprehensive Plan components as described below.

- a. The proposed SUP for the site is consistent with the following Comprehensive Plan components:

GOALS AND POLICY – Property Rights

Goal 1: Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether proposed actions may result in private property “takings”.

Policy 1: As part of a land use action review, the staff shall evaluate with guidance from the City’s attorney; The Idaho Attorney General’s six criterion established to determine the potential for property taking.

GOALS AND POLICY – Economic Development

Goal 1: Promote and support a diverse and sustainable economy that will allow more Kuna residents to work in their community.

Policy 1.3: The City will develop a policy to provide incentives and/or assistance in order to competitively attract firms.

GOALS AND POLICY – Land Use

Goal 2: Encourage a balance of land uses to ensure that Kuna remains a desirable, stable, and self-sufficient community.

Objective 2.2: Plan for areas designed to accommodate a diverse range of businesses and commercial activity – within both the community-scale and neighborhood-scale centers – to strengthen the local economy and to provide more opportunities for social interaction.

Policy 2.3: Retail and residential land uses should be appropriately mixed and balanced with professional offices and service facilities to provide residents with a broader mix of services within walking distance from their homes.

8. Planning and Zoning Findings of Fact:

- a. This SUP request appears to be in compliance with all ordinances and laws of the City and appears to be consistent with Kuna City Code (KCC).
- b. The SUP use appears to meet the general objectives of Kuna’s Comprehensive Plan.
- c. The site appears to be physically suitable for Solar Energy generation.
- d. It appears the proposed SUP uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
- e. It appears the SUP is not likely to cause adverse public health problems.
- f. The SUP appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
- g. The existing and proposed street and utility services in proximity to the site appear to be suitable and adequate for solar farm purposes.
- h. The Kuna Planning and Zoning Commission accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.

- i. Based on the evidence contained in Case No. 15-04-SUP and 15-05-DR, this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map (FLU).
- j. The Planning and Zoning Commission has the authority to approve or deny this SUP application.
- k. The public notice requirements appear to have been met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

9. Planning and Zoning Conclusions of Law:

- a. Based on the evidence contained in Case No.s 15-04-SUP and 15-05-DR, the Kuna Planning and Zoning Commission finds Case No.s 15-04-SUP and 15-05-DR, appear to comply with Kuna City Code.
- b. Based on the evidence contained in Case No.s 15-04-SUP and 15-05-DR, the Kuna Planning and Zoning Commission finds Case No.s 15-04-SUP and 15-05-DR appear to be consistent with Kuna's Comprehensive Plan.
- c. The public notice requirements appear to have been met and the neighborhood meeting appears to have been conducted within the guidelines of applicable City Ordinances.

10. Decision by the Planning and Zoning Commission:

On August 25, 2014, the Planning and Zoning Commission voted 4-0, to *approve* case No.'s 15-04-SUP and 15-05-DR based on the facts outlined in staff's report, agency comments and the public testimony as presented at the public hearing. The Planning and Zoning Commission of Kuna, Idaho, hereby *approves* Case No.s 15-04-SUP and 15-05-DR, a special use permit and design review request from Michael Chestone (Idaho Solar 1, LLC / Origis Energy USA, Inc.), with the following conditions of approval:

- Follow all staff and responding agency comments / recommendations,
 - Applicant shall provide an avian survey and monitoring (according to Idaho Dept. of Fish & Game recommendation),
 - Provide cloth screen (attached to chain link fence) and work with staff on landscaping scheme along Cloverdale Road frontage (with plant clustering), provide full compliance,
 - Applicant shall move the panels in the south west corner as agreed to with neighbors and as presented,
 - Work with staff and provide landscaping at 25% compliance along Barker Road (applicant owns the land north of project).
- a. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - 1. The City Engineer shall approve future sewer hook-ups.
 - 2. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - 3. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - 4. The Boise-Kuna Irrigation District shall approval any modifications to the existing irrigation system.
 - 5. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of a building permit.
 - b. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.

- b.1– With future development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
- c. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
 - d. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
 - e. Lighting for the entire site shall comply with Kuna City Code and follow accepted dark skies practices and use of LED lights project wide.
 - f. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
 - g. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise).
 - h. Signage within the site shall comply with Kuna City Code (A sign permit is required prior to sign construction).
 - i. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
 - j. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
 - k. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission, or seek amending them through public hearing processes.
 - l. The applicant's landscape plan (date stamped 7.7.2015) shall be considered a binding site plan, or as modified and negotiated with the Commission. The applicant shall work with staff and the City forester for a negotiated number of trees and shrubs for the frontages along Barker and Cloverdale Roads beyond the substation.
 - m. This development is subject to landscaping and building design reviews, among other land use applications as applicable, at time of future development. All remaining parts of the site will also be subject to the same.
 - n. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
 - o. Developer shall comply with all local, state and federal laws.

B. Appellant Course of Proceedings:

1. Kuna City Code (KCC), Title 5, Chapter 6, Section 9, of the *Special Use Permit Appeal to Council* Section states; Upon receipt of an appeal from the action of the planning and zoning commission, the city council shall set a hearing date to consider all information, testimony and commission's minutes of the public hearing to reach a decision to uphold, conditionally uphold or overrule the commission by a favorable vote of one-half plus one (1) of the full council.
2. **Noticing of Public Hearing for Appeal**
 - a. 300' Property Owners September 15, 2015
 - b. Kuna, Melba Newspaper September 9, 2015
 - c. Site Posted September 10, 2015

C. Appeal:

1. **Appellant's Grounds For Appeal:** See *Exhibit A* for full document;
The nine factors listed in the Appellant's Appeal are an iteration of Kuna City Code (KCC) 5-6-3.

D. Letters In Support of Appellant's Appeal: See Exhibit B.**E. The Nine Factors To Be Considered from KCC 5-6-3; SUP On Appeal:**

The particular facts and circumstances of each proposed special use in terms of the following standards and shall find adequate evidence showing that such use at the proposed location:

1. Will in fact, constitute a Special Use as established on the official schedule of district regulations for the zoning district involved;
2. Will be harmonious with and in accordance with the general objectives, or with any specific objective of the comprehensive plan and/or these zoning regulations;
3. Will be designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
4. Will not be hazardous or disturbing to existing or future neighboring uses;
5. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
6. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;
7. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
8. Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares;
9. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

F. In This Comprehensive Plan Analysis, Council Should Consider The Following Goals, Objectives, And Policies of the Comprehensive Plan:**1. GOALS AND POLICY – 6.0 Land Use**

- a) **Goal 2:** *Encourage a balance of land uses to ensure that Kuna remains a desirable, stable, and self-sufficient community.*
- b) **Policy 3.1:** *Protect the quality of existing neighborhoods to ensure that their character and quality is preserved.*
- c) **Goal 4:** *Preserve key natural and open spaces, maintain and enhance existing park spaces, create interconnectivity between areas through pathways and promote the development of additional park spaces to meet growing demands.*
- d) **Policy 4.1.2:** *Adopt a future open space land use map that synchronizes with the County Task Force recommendations and coordinates with the Bureau of Land Management and other open space managers.*
- e) **Policy 4.4:** *Encourage developers to keep open access to natural and open public lands and significant watersheds.*
- f) **Goal 5:** *Encourage and support well-planned industrial, business parks, and high technology development to ensure the City's economic wellbeing.*
- g) **Policy 5.5:** *Ensure that new developments meet sustainability standards with regards to local energy generation and usage, waste production and management, and work towards attaining a carbon neutral footprint.*

2. GOALS AND POLICY – 7.0 Natural Resources and Hazardous Areas

- a) **Goal 1:** *Retain natural resources that contribute to Kuna's quality of life.*
- b) **Policy 1.8:** *Provide a system of interconnecting greenways and ecological corridors that connect natural areas to open space.*
- c) **Policy 3.3:** *Encourage protection of open space and connective corridors.*

- d) **Objective 4.1:** *Promote the use of renewable sources of energy.*
- e) **Policy 4.1:** *Support efforts to pursue renewable energy production alternatives such as solar electricity, wind power, geothermal and other alternative energy sources.*

3. GOALS AND POLICY – 8.0 Public Services, Facilities, and Utilities

- a) **Goal 1:** Provide adequate services, facilities, and utilities for all City residents.
- b) **Objective 1.1:** *Plan for future growth in advance of demand for public services.*
- c) **Objective 1.2:** *Prepare to accommodate public service demands by coordinating the design and delivery of services with the rate and type of growth.*

4. GOALS AND POLICY – 9.2 Transportation

- a) **Policy 9.2.6:** *Consider equestrian needs when designing pathways.*

5. GOALS AND POLICY – 10.2 Recreation

- a) **Objective 1.2:** *Develop parks and recreational facilities that can be utilized all year around and that may be retrofitted to meet different needs as circumstances warrant.*
- b) **Goal 2:** *Integrate trails, bike lanes, and green systems into community life and development patterns.*
- c) **Objective 2.1:** *Ensure that neighborhoods have easy access to open green space, trails and bike systems.*
- d) **Goal 3:** *Maintain nature parks and agricultural lands as part of the City's green system.*

6. GOALS AND POLICY – 11.2 Special Areas and Sites

- a) **Goal 1:** *Protect special areas and sites of local significance for the enjoyment of present and future generations.*

7. GOALS AND POLICY – 13.2 Community Design

- a) **Objective 1.2:** *Ensure the development community applies sufficient landscaping to its developments for purpose of reducing scale, creating a sense of place and mitigating incompatible uses.*
- b) **Policy 1.2.2:** *Incorporate landscape features to serve as buffers between street and pedestrian activity.*

G. If the SUP is Granted, Council May Consider the Following:

- A. (Idaho State Code 67-6512-d-1 through 8) Upon the granting of a special use permit, conditions may be attached to a special use permit including, but not limited to, those:
 1. Minimizing adverse impact on other development;
 2. Controlling the sequence and timing of development;
 3. Controlling the duration of development;
 4. Assuring that development is maintained properly;
 5. Designating the exact location and nature of development;
 6. Requiring the provision for on-site or off-site public facilities or services;
 7. Requiring more restrictive standards than those generally required in an ordinance;
 8. Requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.
- B. (Idaho State Code 67-6512-e) Prior to granting a special use permit, studies may be required of the social, economic, fiscal, and environmental effects and any aviation hazard as defined in section 21-501(2), Idaho Code, of the proposed special use. A special use permit shall not be considered as establishing a binding precedent to grant other special use permits. A special use permit is not transferable from one (1) parcel of land to another.

DATED: This ____ day of _____, 2015.



City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kuna.id.gov

Appeal Checklist

An Appeal requires a public hearing with the City Council. The Appeal application shall be filed no later than the close of business 15 days after the Planning and Zoning Commission decision.

Project name: ID Solar (dba Boise City Solar) Applicant: Curtis Derr

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
	Completed and signed Commission & Council Review Application.	
	Statement indicating reasons for Appeal—Appeal Form	
	Affidavit of Legal Interest (for all interested parties)	

Note: Only one copy of the above items need to be submitted when applying for multiple applications. The associated fee is for EACH appeal request; multiple parties under one application must designate a representative to speak, or each person pays the fee.

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SEP 11 2015
CITY OF KUNA

Appeal Checklist

Form 300A

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EXHIBIT A



**City of Kuna
AFFIDAVIT OF
LEGAL INTEREST**

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
) ss.
County of Ada)
I, CURTIS R. DERR, 18710 S. CLOVERDALE RD
Name Address
KUNA, ID 83634
City State Zip Code

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to Brian Webb Legal 839 E. Winding Creek Drive Ste 102
Name Address Eagle ID 83616
to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s).

Dated this 3rd day of September, 2015

Curtis Derr
Signature

Subscribed and sworn to before me the day and year first above written

Tonya D. Lippel
Notary Public for Idaho



Residing at: Boise

My commission expires: 03-29-2020

Appeal Checklist

Form 300A

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EXHIBIT A



FEE: \$350.00
EACH APPEAL

City of Kuna
APPEAL FORM

NAME: Curtis Derr
ADDRESS: 18710 S. Cloverdale Road, Kuna ID 83634
TELEPHONE #: 208 841 2120
DECISION(S) YOU ARE APPEALING: Planning & Zoning Decision to Grant Special Use Permit to Origis Energy to build Solar facility
Reasons for Appeal (list all and add sheets if necessary)
see attached

Describe Why You are an Affected Person:
see attached

DO NOT WRITE BELOW THIS LINE

DATE OF APPEAL: 8/4/15

COMMENTS:

Appeal Checklist

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EXHIBIT A

Brian L. Webb
Tiffany Hales
BRIAN WEBB LEGAL
839 E. Winding Creek Dr. Ste. 102
Eagle, Idaho 83616
Fax: (208) 331-9009
Telephone: (208) 331-9393
Webb ISB: 7448
Hales ISB: 4934

Attorney for Homeowners in Wednesday Subdivision

IN THE MATTER OF THE)
APPLICATION OF ORIGIS ENERGY)
FOR A SPECIAL USE PERMIT)
APPEAL OF THE DECISION OF THE)
PLANNING AND ZONING)
COMMISSION GRANTING ORIGIS)
ENERGY'S APPLICATION FOR A)
SPECIAL USE PERMIT)

This firm represents multiple homeowners in the Wednesday subdivision. They are appealing the decision of the Kuna Planning and Zoning Commission to grant a Special Use Permit to Origis Energy for a Special Use Permit.

On July 15, 2015 Origis Energy submitted an application to the City of Kuna for Special Use Permit to develop a solar power facility on 220 acres of property located on South Cloverdale Road and W. Chief Farm Road. A public hearing was held before the Kuna Planning and Zoning Commission on the proposal on August 11, 2015. The Commission issued a decision on August 25, 2015 granting the Special Use Permit but requiring certain landscaping requirements for the project. It is from that decision that the appeal is sought.

The proposed project is on the north side of W. Chief Farm Road at the intersection of Cloverdale Road. Directly across W. Chief Farm Road on the south side is a residential

APPEAL OF THE PLANNING AND ZONING COMMISSION GRANTING ORIGIS ENERGY APPLICATION FOR A SPECIAL USE PERMIT- PAGE 1
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EXHIBIT A

development known as the Wednesday Subdivision. This development contains approximately 10 houses with each house being situated on a 10-12 acre lot. The homeowners in this development will be directly affected by the proposed solar facility.

The land for the proposed solar facility is located within the city limits for Kuna and is zoned agricultural. Kuna in its Zoning Regulation has defined an Agricultural District as follows:

Agriculture district (A): The A district has been established to preserve, protect and assure the continuing viability of agricultural lands within the city and the area of city impact (ACI). This district has been established to lessen the encroachment of urban type development into agricultural areas whose presence would interfere with agricultural pursuits.

Land uses, other than those directly relating to agriculture, or those typically coexisting with agricultural uses, are generally prohibited in this district. The agricultural district requires land parcels to be a minimum five (5) acres in area with certain exceptions.

The A district refers to land uses engaged for farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture, animal and poultry husbandry and the accompanying accessory uses for packing, treating or storing the produce. Agricultural accessory uses shall be considered a use secondary to the normal agricultural activities. Agriculture does not include the operation or maintenance of a commercial stockyard or feed yard where large numbers of livestock are fed concentrated feeds particularly for the purpose of fattening for market (CAFO).

The purpose of the agricultural district is to preserve, protect and assure the continuing viability of agricultural lands within the city, and land uses other than those directly related to agriculture are generally prohibited in this district. The Kuna Zoning Regulations provides that a Public Service Facility can be located within an agricultural district if granted a Special Use Permit. Origis Energy has filed an application for a Special Use Permit as a Public Service Facility, and it is that application that the homeowners of the Wednesday Subdivision oppose.

APPEAL OF THE PLANNING AND ZONING COMMISSION GRANTING ORIGIS ENERGY APPLICATION FOR A SPECIAL USE PERMIT- PAGE 2

EXHIBIT A

In reviewing the appeal of the Planning and Zoning Commission the City Council has 10 factors to consider as general standards applicable to all special uses under 5-6-3 of the Kuna City Zoning Regulations.

Factor 1

The first standard to consider is does the proposed facility constitute a special use as established on the official schedule of district regulations for the zoning district involved. The zoning district involved is agricultural and according to Official Schedule of District Regulations found in Zoning Regulation 5-3-2 a Public Service Facility is allowed in an agricultural district with a Special Use Permit.

Factor 2

The second standard to consider is will the proposed facility be harmonious with and in accordance with the general objectives, or with any specific objective of the comprehensive plan and/or these zoning regulations. Both the zoning regulations and the comprehensive plan have this land zoned as agricultural. This land is rural and located south of the city center of Kuna. The property is surrounded by either agricultural land or BLM land. There simply is not a lot of development either residential or otherwise in the area. According to the application submitted by Origis Energy 180 of the 220 acres of the project will be covered in solar photovoltaic panels. The purpose of an agricultural district is to preserve, protect and assure the continuing viability of agricultural lands. This project will not further that purpose of preserving, protecting and assuring continuing viability of agricultural lands, and this use is not directly related to agriculture and should not be allowed within this district.

APPEAL OF THE PLANNING AND ZONING COMMISSION GRANTING ORIGIS ENERGY APPLICATION FOR A SPECIAL USE PERMIT- PAGE 3

EXHIBIT A

Factor 3

The third standard to consider is if the proposed project is to be designed, constructed, operated and maintained in a manner harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that the proposed project will not change the essential character of the same area. As previously stated this area is rural and is surrounded by active agricultural farming. Likewise, the homeowners in the Wednesday Subdivision have large 10-12 acre lots and engage in hobby farming and raising animals, further contributing to the rural lifestyle enjoyed in this area. The project proposed by Origis Energy is very large in size and scope. The proposed solar facility will cover hundreds of acres with large industrial solar panels. The Kuna Planning and Zoning Commission has required that Origis Energy fully landscape the project along the Cloverdale side of the project, but granted a reduction to 25% of landscaping requirements along the W. Chief Road side of the project. One of the homeowners of the Wednesday Subdivision has access to their property off of W. Chief Road, and their house faces W. Chief Road. Their view will dramatically change from that of beautiful ground being farmed to that of a large industrial project. In addition the remaining homeowners daily travel north on Cloverdale and the solar panels will be very visible from W. Chief Road as they approach the intersection of Cloverdale and W. Chief Road. This will create a very industrial look and feel for the area and change the nature of the area from a quite agricultural community to a more industrial area. People seeking out homes on 10-12 acre lots want a rural lifestyle that will not be preserved by this project.

The homeowners are very concerned regarding landscaping. This is a very large project with many solar panels being placed into the space. The land is not flat land, and the existence of the solar facility cannot be shielded from view. This will significantly change the "landscape"

APPEAL OF THE PLANNING AND ZONING COMMISSION GRANTING ORIGIS ENERGY APPLICATION FOR A SPECIAL USE PERMIT- PAGE 4

EXHIBIT A

of how the property is currently being used, and the view of the property by the homeowners. Origis Energy is limited in their choices for fencing the property. The location is known as a windy area, and fencing that is wood or slats inside a chain link fence have the potential in a windstorm to blow off and damage the solar panels. In addition, any fencing or large landscaping can create shadow issues which will require further setback of the solar panels with the end result being few solar panels.

These are the reasons Origis Energy wants to use a chain link fence with razor wire at the top. Wind is not an issue for a chain link fence and the chain link fence does not create shadow issues for the solar panels so that Origis Energy can maximize the number of solar panels it places on the property. Given the size and scope of this project, a chain link fence is not adequate for landscaping purposes, and absent a plan that will shield the site from public view and protect the value of the homes in the area, Origis Energy has not shown there is an adequate landscaping plan.

The existence of the proposed solar facility will negatively impact the value of the homes in the Wednesday Development and decrease their value. This creates an undue adverse impact on the surrounding properties and changes the essential character of the area.

Factor 4

The fourth standard to consider is if the proposed project will not be hazardous or disturbing to existing or future neighboring uses. In its application, Origis Energy states that it will take seven to eight months to complete construction and during that time a significant amount of traffic is to be expected due to material being delivered and the actual construction work. Currently the area does not experience a high volume of traffic and a change this significant in the traffic pattern would be hazardous and disturbing to the individuals who reside

APPEAL OF THE PLANNING AND ZONING COMMISSION GRANTING ORIGIS ENERGY APPLICATION FOR A SPECIAL USE PERMIT- PAGE 5

EXHIBIT A

in the area. In addition, Origis admits that the life of the project is 30 years. As the solar panels age their efficiency decreases to the point that they no longer become a viable source of energy. This project intends to cover 180 acres of the 220 acres with solar panels. The concern of the homeowners is that at the conclusion of the 30 year life span of the solar panels, what then becomes of the facility? While Origis states that the facility will be secure and monitored during the life of the project, if the facility is abandoned when the solar panels no longer produce an efficient amount of energy it will be detrimental and hazardous not only to the property that the solar panels are on but also to the surrounding property. An abandoned solar facility is an eyesore for the area and will substantially impact the property values of the homes adjacent to the solar facility. This is a project with a specific life span yet no plan for removal of the solar panels and return of the ground to an agricultural use, which is an absolute hazard to existing or future neighboring uses.

Next, Origis Energy's current contract with Idaho Power is for twenty years. At the conclusion of twenty years the contract can renew but only for two year terms, and there is no guarantee the contract will renew at the conclusion of 20 years, making the life span of this project even shorter.

Finally there have not been sufficient studies yet to determine the impact on wildlife in the area. The proposed site is very close to the Birds of Prey area, and as such, wildlife is abundant and the homeowners frequently see hawks and other birds overhead. The Idaho Department of Fish and Game has stated it cannot provide appropriate recommendations due to not having sufficient time to study and determine how a project of this size and scope will affect the wildlife. If the solar panels are abandoned at the conclusion of the project, they effectively become electronic waste and could also pose a threat to the environment and the species that are

native to the area. Origis Energy has not shown that the proposed use is not detrimental to the public health, safety and welfare.

Factor 5

The fifth standard to consider is if the proposed project will be adequately served by essential public functions or that Origis Energy shall be able to provide adequately any such service. The homeowners are unaware of any issue that would prevent the project from being adequately served by essential public functions.

Factor 6

The sixth standard to consider is if the proposed project will create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community. The homeowners are unaware of any issue that would result in additional cost for public facilities and services during the life of the project, but as previously stated the homeowners are concerned that in 20-30 years when the life span of the project has concluded that absent an exit plan the site will be abandoned and effectively become electronic waste and create blight in the area.

Factor 7

The seventh standard to consider is if the proposed project will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. Origis Energy, in its proposal, represents that once construction of the facility is completed, only maintenance will be required, and they don't anticipate generating a significant amount of traffic, which is why there are limited parking spaces at the facility. While the homeowners are concerned regarding the traffic that will be generated during the

construction phase, the homeowners are not concerned regarding traffic that will be generated post-construction. Origis Energy states that the solar panels will be quiet and there will not be a significant amount of noise generated by the project. Absent testing at another Origis Facility to determine actual decibel noise the homeowners are concerned that the standard of quite that Origis Energy determines to be acceptable might be different from what the homeowners find acceptable.

Factor 8

The eighth standard to consider is will the proposed project have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares. Again during the construction phase Origis Energy by its own admission states there will be a significant amount of traffic going in and out of the property, which will create an interference with traffic on surrounding public thoroughfares. The homeowners do not expect the traffic issues to continue post-construction.

Factor 9

The ninth standard to consider is will the proposed project not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance. As previously stated this land is close to the Birds of Prey National Wildlife Refuge, and there has not been sufficient time to determine what impact if any the proposed project will have on the wildlife that are native to the area.

Conclusion

The homeowners of the Wednesday Subdivision believe the proposed solar project is not in keeping in harmony with the nature of the rural area and is not in keeping in harmony with an allowable use within an agricultural district and cuts against the comprehensive plan for Kuna.

The homeowners respectively request that the Kuna City Council overturn the decision of the Planning and Zoning Commission and deny the request for a Special Use Permit to construct a solar facility.

DATED this 4th of September, 2015.



 TIFFANY HALES
 Attorney for the Homeowners
 Wednesday Subdivision



From the Desk of Marri Champie



Sunday, September 20, 2015

CITY OF KUNA
SEP 21 2015
RECEIVED

Kuna City Council
Re: 15-04-SUP (Special Use Permit) Boise City Solar

Dear City Council,

My name is Marri Champie. My residence is at 18802 S. Cloverdale Road, Kuna, Idaho 83634, and my property shares a fenceline/propertyline with the proposed Boise Solar Project on South Cloverdale Road. I hope I can be at the public hearing on September 29th, 2015, to consider the appeal, but I am on a Wildland Firefighting assignment in the Payette National Forest and do not know if I will be released from work in order to attend the meeting. I am submitting this letter for your consideration in opposition to planned solar project.

I had a long conversation with Brad Bowlin, Communications Specialist with Idaho Power to interpret some of the finer points of this project. I would like to share some of that information with you. I worked as a technical writer, personal assistant to and office manager for the two state BPA reps for the local Bonneville Power Administration (BPA) office, in Boise, Idaho (until that office was relocated to Portland), and I am somewhat familiar with how the Power Grid works and with some general information on regulations that govern Qualifying Facility (QF) cogeneration and small power producers within the Idaho Power portion of the BPA power grid.

The PUC had ruled that Idaho Power was required to purchase power from these small QFs and negotiate 20 year contracts to purchase the power produced. Because of the ruling, Idaho Power is legally obligated to purchase power from these QFs, regardless of the benefit to the power grid. Power to the BPA grid is generated mainly from the Jim Bridger coal-fired plant, with about 20% generated by the dams on the Snake and Columbia River systems. Power gain from the QFs into the grid is less than 1%. There is no STORAGE system for power, so when peak power times use all the power then the grid is generating to capacity, and less than 1% of that is from QFs. When there is extra power, it isn't stored, but it is sold to other power cooperatives in the west, southwest, or Midwest.

As with the Wind Project east of Boise, the solar project will have integration issues, and line load loss so generally there is an efficiency rate of 14-20% —the amount of the power generated that reaches the grid. Also, solar energy is not generated at night, and very little during the winter. The company behind Boise City Solar, now operating as Origis Energy Inc. is a Belgium company with a Florida headquarters. They are in the business to make money by using the PUC ruling as a loophole to put up facilities that Idaho Power must pay for. These costs for buying power from the QFs are passed on to the consumer, so any power gained to the system, is offset by the (raised rate) cost to the consumer. The consumer does not benefit directly from this additional power, and must foot the cost. Nor is this a new age, humanitarian

18802 SOUTH CLOVERDALE ROAD KUNA IDAHO 83634 ☎ 208-362-8938
Fax 208-362-8677 email: WriteIdahoWriter@msn.com

EXHIBIT B

2
company with interest in saving the planet or significantly changing the power/energy delivery of the world, Idaho or the Treasure Valley. The power from the QFs goes into the traditional grid and is used as a very negligible part of the overall traditional grid power production. For your reading pleasure, I am attaching a copy of the agreement between Idaho Power and Boise City Solar, as well as the request by Idaho Power to let them out of this costly agreement. Idaho Power was not allowed to reject this contract with Boise City Solar, but a new ruling was made by the PUC on August 20th, 2015, that reduced the future contract duration between Idaho Power and QFs to two years. This was because of Boise City Solar, and the Wind Farm that this adjustment has been made to the regulations. Once the 20 year contracts have expired for these (existing) projects, the QFs will not be able to renew their contracts with Idaho Power except on two year intervals. The cost of repair and replacement of the degenerating solar panels will negate the advantage of the QF companies to continue to generate power for Idaho Power. The probability is that the projects will then be abandoned.

All this will be done at the expense of the lifestyle and neighborhood of the thirteen residents of Wednesday Subdivision, and severe loss of property value for every home in the pre-established residential subdivision on South Cloverdale that abuts and shares a property line with Boise City Solar project, now known as Origis Energy, Inc. Originally this project was to be built four miles south of this subdivision, but concerns from citizens and the Birds of Prey experts forced the project to be relocated. This is NOT a FARM. This is a commercial power generating facility with multiple structures that will be built within sight and sound of a residential neighborhood. At this time these things have still not been addressed:

1. No impact study has been done on the long term affects to the adjacent Birds of Prey and the wildlife therein.
2. No impact study defines what the impact might be from soil erosion or long term drainage of this property onto the lower ground of the properties that abut the Ada County portion of the project.
3. No impact study defines what the impact might be from soil erosion or long term drainage of the Kuna City portion of the project into Indian Creek.
4. No consideration has been given to the loss of property value of the adjoining residential properties, nor any proposal for mitigation to property owners.
5. No study showing how noise, light, heat, and/or frequencies resulting from the solar facility might affect people, animals, livestock, and etc, living adjacent to this solar facility.
6. No provision has been made to compensate for property loss, or mitigate for any other problems that will effect and drastically reduce the quality of life for the homeowners over the next 20 years.

Since I am 65, and hoped to sell my property soon, and retire, this will severely affect the rest of my life. I will be 85 when the terms of the contract are done, and way past the point of recovery from such a serious setback to the quality of my remaining life or loss of my single investment asset.

With this in mind, we the property owners of Wednesday Subdivision, petition Ada County to consider and implement the following:

FIRST AND FOREMOST, REQUIRE THAT BOISE CITY SOLAR, AND ORIGIS ENERGY MOVE THE LOCATION OF THIS FACILITY TO A MORE APPROPRIATELY ISOLATED LOCATION THAT DOES NOT IMPACT A PREEXISTING SUBDIVISION OR RR PROPERTY:

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EXHIBIT B

If this is not possible, we ask that the following provisions be integrated into the terms of the Special Use Permit issued to Origis Energy, Inc for the Boise City Solar facility. (It is NOT a FARM):

1. The fencing for all the project that borders, or is within line of sight of a residential subdivision or RR property, or Birds of Prey area comply 100% with subdivision code and Birds of Prey regulations. NO VISIBLE metal, chainlink, or razor wire should be used.
2. That there be a significant set back of all equipment from all shared common property borders.
3. That there be NO CONSTRUCTION between the hours of 6 PM and 6 AM pursuant with Ada Co. construction code for residential neighborhoods.
4. That Cloverdale Road and all side streets be kept free of mud and debris incidental to construction traffic for the duration of the project.
5. That no toxins or hazardous material be used on the ground or in the facility.
6. That all Wildland Urban Interface Overlay fire zone requirements be rigidly enforced.
7. That no exterior lighting, or other visible or audible electronics be used.
8. That all heat or glare incidental to the panels be completely shielded from visibility or impact on any and all existing adjacent residences.
9. That if any of these requests cannot be complied with, that provision be made by Origis Energy, Inc, operating as Boise City Solar, to compensate or buy out the neighboring residences at values commiserate with like properties in other Ada county locations unaffected by the solar facility.

Thank you for your consideration of our health and livelihoods.
I remain yours, sincerely,

Marri Champie

18802 SOUTH CLOVERDALE ROAD KUNA IDAHO 83634 208-362-8938
Fax 208-362-8677 email: WriteIdahoWriter@msn.com

EXHIBIT B

CHAMPIE RESIDENCE
18802 S. CLOVERDALE RD
KUNA, ID



EXHIBIT B



RECEIVED
2014 JUL 25 PM 4:22
IDAHO PUBLIC UTILITIES COMMISSION

DONOVAN E. WALKER
Lead Counsel
dwalker@idahopower.com

July 25, 2014

VIA HAND DELIVERY

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

Re: Case No. IPC-E-14-20
Boise City Solar, LLC – Idaho Power Company's Application Regarding
Energy Sales Agreement

Dear Ms. Jewell:

Enclosed for filing please find an original and seven (7) copies of Idaho Power
Company's Application in the above matter.

Very truly yours,

Donovan E. Walker

DEW:csb
Enclosures

1221 W. Idaho St. (83702)
P.O. Box 70
Boise, ID 83707

EXHIBIT B

DONOVAN E. WALKER (ISB No. 5921)
Idaho Power Company
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
Telephone: (208) 388-5317
Facsimile: (208) 388-6936
dwalker@idahopower.com

Attorney for Idaho Power Company

RECEIVED
2014 JUL 25 PM 4:23
IDAHO PUBLIC UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)
OF IDAHO POWER COMPANY FOR) CASE NO. IPC-E-14-20
APPROVAL OR REJECTION OF AN)
ENERGY SALES AGREEMENT WITH) APPLICATION
BOISE CITY SOLAR, LLC, FOR THE SALE)
AND PURCHASE OF ELECTRIC ENERGY.)

Idaho Power Company ("Idaho Power" or "Company"), in accordance with RP 52
and the applicable provisions of the Public Utility Regulatory Policies Act of 1978
("PURPA"), hereby respectfully applies to the Idaho Public Utilities Commission
("Commission") for an order accepting or rejecting the Energy Sales Agreement ("ESA")
between Idaho Power and Boise City Solar, LLC ("Boise Solar" or "Seller") under which
Boise Solar would sell and Idaho Power would purchase electric energy generated by
Boise Solar's 40 megawatt ("MW") solar photovoltaic project ("Facility") located in Ada
County on South Cloverdale Road between Boise and Kuna, Idaho.

APPLICATION - 1

EXHIBIT B

In support of this Application, Idaho Power represents as follows:

I. INTRODUCTION

1. The ESA submitted herewith is a new contract for a Qualifying Facility ("QF") for a term of 20 years. The ESA, dated July 17, 2014, was signed by Boise Solar on July 15, 2014, and was signed by Idaho Power on July 17, 2014. The ESA was executed in compliance with the Commission's orders directing the implementation of PURPA for the state of Idaho, complies with the Commission's orders from Case No. GNR-E-11-03, and contains negotiated avoided cost rates based upon the incremental cost, integrated resource plan pricing methodology applicable to solar projects that exceed 100 kilowatts ("kW"). Additionally, the ESA contains negotiated solar integration charges as directed by the Commission in Order No. 33043, as well as several other negotiated provisions requiring specific Commission approval.

II. BACKGROUND

2. Sections 201 and 210 of PURPA, and pertinent regulations of the Federal Energy Regulatory Commission ("FERC"), require that regulated electric utilities purchase power produced by cogenerators or small power producers that obtain QF status. The rate a QF receives for the sale of its power is generally referred to as the "avoided cost" rate and is to reflect the incremental cost to an electric utility of electric energy or capacity or both, which, but for the purchase from the QF, such utility would generate itself or purchase from another source. The Commission has authority under PURPA Sections 201 and 210 and the implementing regulations of FERC, 18 C.F.R. § 292, to set avoided costs, to order electric utilities to enter into fixed-term obligations for the purchase of energy from QFs, and to implement FERC rules.

APPLICATION - 2

EXHIBIT B

3. On December 18, 2012, the Commission issued Order No. 32697, which established parameters for published and negotiated avoided cost rate calculations. The Commission further established and defined numerous contract terms and conditions for power purchase agreements entered into between regulated utilities and QFs. On January 2, 2013, the Commission issued Errata to Order No. 32697, which corrected published avoided cost rates to include energy payments not discounted by transmission and line loss. Then the Commission issued Reconsideration Order Nos. 32737 and 32802 on February 5, 2013, and May 5, 2013, respectively, which further clarified certain terms and conditions of power purchase agreements.

4. On May 28, 2014, the Commission issued Order No. 33043 denying Idaho Power's request to suspend its obligation to purchase power from solar QFs until completion of its solar integration study and implementation of a solar integration charge. The Commission partially granted the Company's alternative requested relief and directed that parties negotiate solar power purchase agreements to also address the inclusion of a solar integration charge as a provision of the power sales agreement.

III. THE ENERGY SALES AGREEMENT

5. On June 17, 2014, Idaho Power and Boise Solar entered into an ESA pursuant to the terms and conditions of the various Commission orders applicable to this PURPA agreement for a 40 MW solar project. A copy of the ESA is attached to this Application as Attachment 1. Under the terms of this ESA, Boise Solar elected to contract with Idaho Power for a 20-year term. The proposed project is expected to use mono crystalline solar modules with Tier 1 inverters and utilize a dual axis tracking system. The Facility is located on South Cloverdale Road between Boise and Kuna in

APPLICATION - 3

EXHIBIT B

Ada County, Idaho, and has a nameplate rating of 39.989 MW AC. The Facility will be a QF under the applicable provisions of PURPA.

6. Boise Solar has selected January 16, 2016, as the Scheduled Operation Date. Appendix B. Various requirements have been placed upon Boise Solar in order for Idaho Power to accept energy deliveries from this Facility. Idaho Power will continue to monitor compliance with these requirements. In addition, Idaho Power will monitor the ongoing requirements through the full term of this ESA.

7. The ESA contains negotiated avoided cost rates based upon the incremental cost, integrated resource plan pricing methodology applicable to solar projects that exceed 100 kW, in conformity with applicable Commission orders. Prices were determined on an incremental basis with the inclusion of this project in its queued position of proposed projects on Idaho Power's system. The non-levelized, heavy and light load, avoided cost rates are set forth in Appendix E of the ESA. Over the 20-year term of the agreement, the monthly rates vary from approximately \$44/megawatt-hour ("MWh") for light load hours in early months of the agreement to as high as \$113/MWh for heavy load hours in the later years of the agreement. The equivalent 20-year levelized avoided cost rate is approximately \$72.15/MWh. The 20-year estimated contractual obligation based upon the estimated generation levels applied to the above-referenced avoided cost rates and solar integration charges is approximately \$161,461,924.

8. The ESA also contains a solar integration charge. The solar integration charge is set forth in Appendix E of the ESA as a monthly amount for each year of the contract term. The solar integration charge is a negotiated rate agreed upon by the

parties. The integration charge is based upon Idaho Power's solar integration study. During the negotiation of this ESA, the solar integration study was not yet completed, but the most currently available data and analysis from the study was used by the parties in the course of their negotiations. The study was completed on June 16, 2014, and filed with the Commission on June 17, 2014. Idaho Power subsequently filed an application with the Commission on July 1, 2014, seeking implementation of solar integration charges for all solar QFs in the state of Idaho. Case No. IPC-E-14-18. The negotiated solar integration charge included in Boise Solar's ESA starts at a charge of \$1.34/MWh for the first year of the agreement (2015) and escalates to \$3.11/MWh in 2036. The equivalent 20-year levelized solar integration charge is approximately \$2.01/MWh. The solar integration charge for Boise Solar, agreed to by the parties, is based upon the costs identified in the 100-300 MW tier of solar penetration from the solar integration study. Because Idaho Power currently has 60 MW of existing solar penetration (60 MW of executed PURPA solar projects in its Oregon jurisdiction) and 80 MW of proposed solar generation with the Grand View PV Solar Two, LLC, project in queue before this project, the integration charge in the ESA is based upon 140 MW of solar penetration with costs identified in the solar integration study for the 100-300 MW increment.

9. This ESA, as well as the ESA for Grand View PV Solar Two, LLC, is the first solar QF agreement submitted to the Commission for approval that contains revised terms and conditions subsequent to the Commission's final and reconsideration orders from Case No. GNR-E-11-03. It is the first submitted agreement to contain negotiated avoided cost rates for a project above the published rate eligibility cap that are based

upon the approved incremental cost, integrated resource plan methodology. The form of the ESA has several terms and conditions that vary from previously approved agreements in order to comply with the Commission's recent orders, and to properly implement the negotiated rates and integration charges. In addition, Idaho Power and Boise Solar have agreed to changes in some provisions that the parties propose for Commission approval.

10. 90/110 Firmness Requirement. This ESA contains provisions for a 90/110 firmness requirement, as well as a solar integration charge, and the pricing adjustment described below. Idaho Power prefers that 90/110 firmness be included in all PURPA QF agreements. Idaho Power does not consider solar integration charges to be a replacement for the 90/110 firmness requirements as those two mechanisms address different things: 90/110 addresses the Commission definition of firmness for entitlement to an avoided cost rate determined at the time of contracting for the duration of the contract; whereas the solar integration charge addresses the increased system operation costs (holding reserves, upward and downward regulation) because of the variable and intermittent nature of the generation. Because of the negotiation and inclusion of the price adjustment mechanism described below, and the inclusion of 90/110 firmness requirements, the Company is comfortable and confident that the agreement contains provisions to reasonably assure that the project performs in conformance with its generation estimates and, if not, the project receives a reduced price for that generation.

11. Price Adjustment. The parties have negotiated and agreed to provisions that provide for a new type of price adjustment that is uniquely applicable to contracts

that utilize the incremental cost, integrated resource plan pricing methodology. As stated above, this ESA, as well as the ESA for Grand View PV Solar Two, LLC, is the first agreement filed with the Commission for its review and subsequent approval or rejection that utilizes this new pricing methodology. Provisions related to this pricing adjustment are found in several places throughout the agreement, including paragraphs 1.1, 1.13, 1.28, 1.31, 1.34, 3.4, 6.2, 7.4, and Appendix G. The purpose of this price adjustment mechanism is to require that the project perform in conformance with the generation profile that the project submits, which forms the basis for the avoided cost pricing that is contained in the agreement and locked in for the 20-year term of the agreement. If the project does not perform in conformance with the generation profile that it submitted, then a corresponding adjustment is made to the price paid for that month of generation.

12. The incremental cost, integrated resource plan methodology utilizes an hourly generation profile (for one year) provided by the project, and compares that generation profile to the AURORA power cost model run of Idaho Power's system. For each hour that the project provides generation, the model assigns as an avoided cost price the highest cost Idaho Power resource that is presently operating to serve load. The hourly amounts are combined into monthly heavy load and light load prices, which are then set forth in the ESA. This model, and the resulting avoided cost pricing, is very sensitive to the hourly distribution of generation from the project's generation profile. In order to prevent possible gaming of the model and methodology by manipulating the proposed generation profile in order to lock in a higher avoided cost price in the contract for up to 20 years, with no ability and/or intent to actually meet the submitted generation

profile, this price adjustment mechanism was developed, negotiated, and agreed to by the parties.

13. In this ESA, there is an allowance of 2 percent deviation in the monthly Adjusted Estimated Net Energy Amount (as estimated for the 90/110 provisions) from the generation profile estimates in Appendix G where there will be no price adjustment. However, if the actual generation deviates downward by more than 2 percent, then a corresponding percentage adjustment to the monthly price is imposed. This price adjustment has a floor of 90 percent and a cap of 100 percent of the contract price. The project gets a 2 percent deviation allowance for differences between the 90/110 Estimated Net Energy Amount compared to the generation profile provided by the project at the time the contract price was determined. If the project's 90/110 Estimated Net Energy Amount exceeds 100 percent of the original estimates, there is no price adjustment. However, if the project falls short of the energy estimate (beyond the 2 percent deviation), there is an adjustment to the price and the price reduction is limited to 10 percent.

14. In this ESA, the monthly price adjustment and the 90/110 provisions work together. That is, if the initial 90/110 Estimated Net Energy Amounts (which initially are the same as the Appendix G values) are changed to stay within the 90/110 performance requirement, Appendix G is not changed and potentially a price adjustment may occur due to the change in estimated net energy deliveries. However, if the project was to elect to not change the 90/110 Estimated Net Energy Amounts, a price adjustment may not occur, but pricing change pursuant to the 90/110 provisions may be triggered.

Thus, in either circumstance, there is incentive for the project to provide accurate estimates at the time contract pricing is calculated.

15. The generation profile that was submitted by the project and used to develop the avoided cost prices in the ESA is attached to the ESA as Appendix G. Pursuant to paragraph 3.4, Boise Solar warrants that the hourly energy estimates provided in the generation profile set forth in Appendix G are accurate estimates of the Facility's expected hourly energy production. Consistent and material deviations from the hourly energy estimates in the generation profile will be considered by Idaho Power to be a material breach of the agreement—meaning that the entire pricing is fundamentally flawed as a result of an inaccurate generation profile. Paragraphs 1.1, 1.13, 1.28, 1.31, 1.34, 6.2, and 7.4 work together to provide for a monthly comparison of the project's Adjusted Estimated Net Energy Amount (90/110 estimates) to the Monthly Estimated Generation (generation profile from Appendix G). Adjusted Estimated Net Energy is divided by Monthly Estimated Generation and expressed as a percentage. ¶ 1.13. This percentage, plus 2 percent, then becomes the monthly Pricing Adjustment Percentage. ¶ 1.34. The Pricing Adjustment Percentage is then applied to any Seller adjustments of Estimated Net Energy Amounts as specified in paragraph 6.2.2, to the month's heavy load and light prices in the ESA. ¶ 7.4.

16. Adjustment of Estimated Net Energy Amounts. The parties have negotiated a deviation from the requirement of only allowing for quarterly adjustments to the Estimated Net Energy Amounts relevant to the 90/110 provisions. Paragraph 6.2.2 provides for the ability to change Estimated Net Energy Amounts on a monthly basis. This is the same provision that Idaho Power has negotiated in several PURPA QF hydro

contracts that have been submitted to the Commission for its review: Little Wood River Ranch II, Case No. IPC-E-14-06; Head of U Canal Project, Case No. IPC-E-14-07; Eightmile Hydro, Case No. IPC-E-14-12; and Clark Canyon Hydro, Case No. IPC-E-14-15. For Little Wood River Ranch II and Head of U Canal Project, Commission Staff has recommended rejection of the change from quarterly to monthly Estimated Net Energy Amounts in the ESAs. Boise Solar's contract contains the same provision for monthly estimates relevant to the 90/110 Estimated Net Energy Amounts. The Commission has not yet ruled upon whether it will approve or reject the change to the monthly estimates, as opposed to the previously approved quarterly estimates. The Company hereby incorporates the rationale and request to approve monthly estimates as set forth in its Reply Comments for Case Nos. IPC-E-14-06 and IPC-E-14-07, and respectfully requests Commission approval of this change.

17. Market Energy Cost. The definition of "Mid-Columbia Market Energy Cost" was modified to replace reference to the Dow Jones index with reference to the Intercontinental Exchange (ICE) index and formula consistent with the changes approved by the Commission in the settlement stipulation for Case No. IPC-E-13-25.

18. Delay Damages and Security. Provisions providing for Delay Liquidated Damages were removed and provisions to provide for Delay Security were maintained. New provisions providing for actual delay damages as opposed to liquidated damages were included as provided for by the Commission's adoption of the partial stipulation in Commission Order No. 32897.

19. Environmental Attributes. Article VIII, "Environmental Attributes," contains negotiated provisions to indicate that Idaho Power owns 50 percent of the

environmental attributes associated with the Facility and that the Seller owns 50 percent of the environmental attributes in conformance with Commission orders.

20. Sections 4.1.7, 4.1.8, 9.1, and Appendix B-7 of the ESA contain provisions requiring completion of a Generator Interconnection Agreement ("GIA"), compliance with GIA requirements, and designation as an Idaho Power network resource as conditions of Idaho Power accepting delivery of energy and paying for the same under the agreement. PURPA QF generation must be designated as a network resource ("DNR") to serve Idaho Power's retail load on its system. In order for the Facility to maintain its DNR status, there must be a power purchase agreement associated with its transmission service request in order to maintain compliance with Idaho Power's non-discriminatory administration of its Open Access Transmission Tariff (OATT) and maintain compliance with FERC requirements.

21. Article 21 of the ESA provides that the ESA will not become effective until the Commission has approved all of the ESA's terms and conditions and declared that all payments Idaho Power makes to Boise Solar for purchases of energy will be allowed as prudently incurred expenses for ratemaking purposes.

IV. MODIFIED PROCEDURE

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

V. COMMUNICATIONS AND SERVICE OF PLEADINGS

23. Communications and service of pleadings, exhibits, orders, and other documents relating to this proceeding should be sent to the following:

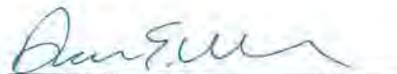
Donovan E. Walker
Lead Counsel
Regulatory Dockets
Idaho Power Company
1221 West Idaho Street
P.O. Box 70
Boise, Idaho 83707
dwalker@idahopower.com
dockets@idahopower.com

Randy C. Allphin
Energy Contract Administrator
Idaho Power Company
1221 West Idaho Street
P.O. Box 70
Boise, Idaho 83707
rallphin@idahopower.com

VI. REQUEST FOR RELIEF

24. Idaho Power respectfully requests that the Commission issue an order: (1) authorizing that this matter may be processed by Modified Procedure; (2) accepting or rejecting the ESA between Idaho Power and Boise Solar, without change or condition; and, if accepted, (3) declaring that all payments for purchases of energy under the ESA between Idaho Power and Boise Solar be allowed as prudently incurred expenses for ratemaking purposes.

Respectfully submitted this 25th day of July 2014.


DONOVAN E. WALKER
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

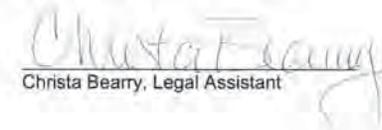
I HEREBY CERTIFY that on the 25th day of July 2014 I served a true and correct copy of the within and foregoing APPLICATION upon the following named parties by the method indicated below, and addressed to the following:

Mark van Gulik
Boise City Solar, LLC
P.O. Box 7354
Boise, Idaho 83707

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email mvangulik@sunergyworld.com

Dean J. Miller
McDEVITT & MILLER, LLP
420 West Bannock
Boise, Idaho 83702

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email joe@mcdevitt-miller.com


Christa Beary, Legal Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-14-20**

IDAHO POWER COMPANY

ATTACHMENT 1

EXHIBIT B

**ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
BOISE CITY SOLAR, LLC**

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EXHIBIT B

ENERGY SALES AGREEMENT
(Solar PV Project with a Nameplate rating greater than 100 kW)

Project Name: Boise City Solar, LLC

Project Number: 25088520

THIS ENERGY SALES AGREEMENT ("AGREEMENT"), entered into on this 17th day of July 2014 between BOISE CITY SOLAR, LLC an Idaho Limited Liability Company (Seller), and IDAHO POWER COMPANY, an Idaho corporation (Idaho Power), hereinafter sometimes referred to collectively as "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, Seller will design, construct, own, maintain and operate an electric generation facility; and

WHEREAS, Seller wishes to sell, and Idaho Power is required to purchase, electric energy produced by a PURPA Qualifying Facility.

THEREFORE, In consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement and the appendices attached hereto, the following terms shall have the following meanings:

- 1.1 "Adjusted Estimated Net Energy Amount" – the Estimated Net Energy Amount specified in paragraph 6.2 including any adjustments that have been made in accordance with paragraphs 6.2.2 or 6.2.3.
- 1.2 "Authorized Agent" – a person or persons specified within paragraph 25.2 of this Agreement as being authorized and empowered, for and on behalf of the Seller, to execute instruments, agreements, certificates, and other documents (collectively "Documents") and to take actions on behalf of the Seller, and that Idaho Power Company and its directors, officers, employees, and

agents are entitled to consider and deal with such persons as agents of the Seller for all purposes, until such time as an authorized officer of the Seller shall have delivered to Idaho Power Company a notice in writing stating that such person is and shall no longer be an agent on behalf of the Seller. Any Documents executed by such persons shall be deemed duly authorized by the Seller for all purposes.

- 1.3 "Base Energy" – Monthly Net Energy less any Surplus Energy as calculated in paragraph 1.42.
- 1.4 "Commission" – The Idaho Public Utilities Commission.
- 1.5 "Contract Year" – The period commencing each calendar year on the same calendar date as the Operation Date and ending 364 days thereafter.
- 1.6 "Delay Cure Period" – 120 days immediately following the Scheduled Operation Date.
- 1.7 "Delay Damages" – ((Current month's Estimated Net Energy Amount as specified in paragraph 6.2 divided by the number of days in the current month) multiplied by the number of days in the Delay Period in the current month) multiplied by the current month's Delay Price.
- 1.8 "Delay Period" – All days past the Scheduled Operation Date until the Seller's Facility achieves the Operation Date or the Agreement is terminated by Idaho Power.
- 1.9 "Delay Price" – The current month's Mid-Columbia Market Energy Cost minus the current month's Base Energy Light Load Purchase Price as specified in Appendix E of this Agreement. If this calculation results in a value less than 0, the result of this calculation will be 0.
- 1.10 "Designated Dispatch Facility" – Idaho Power's Load Serving Operations, or any subsequent group designated by Idaho Power.
- 1.11 "Effective Date" – The date stated in the opening paragraph of this Energy Sales Agreement representing the date upon which this Energy Sales Agreement was fully executed by both Parties.
- 1.12 "Environmental Attributes" – means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its avoided emission of pollutants. Environmental Attributes include but are not limited to: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen

oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;¹ (3) the reporting rights to these avoided emissions, such as REC Reporting Rights. REC Reporting Rights are the right of a REC purchaser to report the ownership of accumulated RECs in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the REC purchaser's discretion, and include without limitation those REC Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. RECs are accumulated on a MWh basis and one REC represents the Environmental Attributes associated with one (1) MWh of energy. Environmental Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) production tax credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, (iii) the cash grant in lieu of the investment tax credit pursuant to Section 1603 of the American Recovery and Reinvestment Act of 2009, (iv) any investment tax credits under Section 48 of the Internal Revenue Code or any successor, or any provision of applicable law providing for federal, state, or local tax credit (including depreciation deductions), or (v) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits.

- 1.13 "Estimated Net Energy Amount Adjustment Percentage" – (Adjusted Estimated Net Energy Amount divided by the applicable month's Monthly Estimated Generation) expressed as a

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Environmental Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

percentage. If this calculation results in a value greater than 100%, the result of this calculation will be 100%.

- 1.14 "Facility" – That electric generation facility described in Appendix B of this Agreement.
- 1.15 "First Energy Date" – The day commencing at 00:01 hours, Mountain Time, following the day that Seller has satisfied the requirements of Article IV and after the Seller requested First Energy Date.
- 1.16 "Forced Outage" – a partial or total reduction of a) the Facility's capacity to produce and/or deliver Net Energy to the Point of Delivery, or b) Idaho Power's ability to accept Net Energy at the Point of Delivery for non-economic reasons, as a result of Idaho Power or Facility: 1) equipment failure which was not the result of negligence or lack of preventative maintenance, or 2) responding to a transmission provider curtailment order, or 3) unplanned preventative maintenance to repair equipment that left unrepaired, would result in failure of equipment prior to the planned maintenance period, or 4) planned maintenance or construction of the Facility or electrical lines required to serve this Facility.
- 1.17 "Generation Interconnection Agreement (GIA)" – The interconnection agreement that specifies terms, conditions and requirements of interconnecting to the Idaho Power electrical system, which will include but not be limited to all requirements as specified by Schedule 72.
- 1.18 "Generation Unit" – a complete solar pv electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.
- 1.19 "Heavy Load (HL) Hours" – The daily hours from hour ending 0700 - 2200 Mountain Time, (16 hours) excluding all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
- 1.20 "Hourly Energy Estimates" – the hourly energy estimates provided by the Seller and included in Appendix G of this Agreement. These hourly energy estimates are a material input used in the calculation of the energy prices specified in Appendix E.
- 1.21 "Interconnection Facilities" – All equipment specified in the GIA.

- 1.22 "Light Load (LL) Hours" – The daily hours from hour ending 2300 – 0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
- 1.23 "Losses" – The loss of electrical energy expressed in kilowatt hours (kWh) occurring as a result of the transformation and transmission of energy between the point where the Facility's energy is metered and Facility's Point of Delivery. The loss calculation formula will be as specified in Appendix B of this Agreement.
- 1.24 "Market Energy Reference Price" – Eighty-five percent (85%) of the Mid-Columbia Market Energy Cost.
- 1.25 "Material Breach" – A Default (paragraph 19.2.1) subject to paragraph 19.2.2.
- 1.26 "Maximum Capacity Amount" – The maximum capacity (MW) of the Facility will be as specified in Appendix B of this Agreement.
- 1.27 "Mid-Columbia Market Energy Cost" – is 82.4% of the monthly arithmetic average of each day's Intercontinental Exchange ("ICE") daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices in the month as follows:

The actual calculation being:

$$.824 * \left(\sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following

- reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.
- 1.28 "Monthly Estimated Generation" – the monthly estimated generation as specified in Appendix G identified as the Monthly estimated kWh.
- 1.29 "Monthly Nameplate Energy" – Nameplate Capacity multiplied by the hours in the applicable month.
- 1.30 "Nameplate Capacity" – The full-load electrical quantities assigned by the designer to a generator and its prime mover or other piece of electrical equipment, such as transformers and circuit breakers, under standardized conditions, expressed in amperes, kilovolt-amperes, kilowatts, volts or other appropriate units. Usually indicated on a nameplate attached to the individual machine or device.
- 1.31 "Net Energy" – All of the electric energy produced by the Facility, less Station Use and Losses, expressed in kilowatt hours (kWh) delivered by the Facility to Idaho Power at the Point of Delivery. Subject to the terms of this Agreement, Seller commits to deliver all Net Energy to Idaho Power at the Point of Delivery for the full term of the Agreement.
- 1.32 "Operation Date" – The day commencing at 00:01 hours, Mountain Time, following the day that all requirements of paragraph 5.2 have been completed and after the Seller requested Operation Date.
- 1.33 "Point of Delivery" – The location specified in the GIA and referenced in Appendix B, where Idaho Power's and the Seller's electrical facilities are interconnected and the energy from this Facility is delivered to the Idaho Power electrical system.
- 1.34 "Pricing Adjustment Percentage" – Estimated Net Energy Amount Adjustment Percentage plus 2%. If this calculation results in a value greater than 100%, the result of this calculation will be 100% or if this calculation results in a value less than 90%, the result of this calculation will be 90%.

- 1.35 “Prudent Electrical Practices” – Those practices, methods and equipment that are commonly and ordinarily used in electrical engineering and operations to operate electric equipment lawfully, safely, dependably, efficiently and economically.
- 1.36 “Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, indicating generation of renewable energy by the Facility, and includes all Environmental Attributes arising as a result of the generation of electricity associated with the REC. One REC represents the Environmental Attributes associated with the generation of one thousand (1,000) kWh of Net Energy.
- 1.37 “Scheduled Operation Date” – The date specified in Appendix B when Seller anticipates achieving the Operation Date. It is expected that the Scheduled Operation Date provided by the Seller shall be a reasonable estimate of the date that the Seller anticipates that the Seller’s Facility shall achieve the Operation Date.
- 1.38 “Schedule 72” – Idaho Power’s Tariff No 101, Schedule 72 or its successor schedules as approved by the Commission.
- 1.39 “Security Deposit” – \$45 per kW Nameplate Capacity of the entire Facility.
- 1.40 “Solar Integration Charge” – a per kWh charge as specified in Appendix E applied to all Net Energy to be deducted from the monthly energy payments in accordance with Article VII of this Agreement.
- 1.41 “Station Use” – Electric energy that is used to operate equipment that is auxiliary or otherwise related to the production of electricity by the Facility.
- 1.42 “Surplus Energy” – Is (1) Net Energy produced by the Seller’s Facility and delivered to the Idaho Power electrical system during the month which exceeds 110% of the monthly Estimated Net Energy Amount for the corresponding month specified in paragraph 6.2, or (2) if the Net Energy produced by the Seller’s Facility and delivered to the Idaho Power electrical system during the month is less than 90% of the monthly Estimated Net Energy Amount for the corresponding month specified in paragraph 6.2, then all Net Energy delivered by the Facility to the Idaho Power electrical system for that given month, or (3) all Net Energy produced by the Seller’s

- Facility and delivered by the Facility to the Idaho Power electrical system prior to the Operation Date, or (4) all monthly Net Energy that exceeds the Monthly Nameplate Energy.
- 1.43 “Termination Damages” – Financial damages the non defaulting party has incurred as a result of termination of this Agreement.

ARTICLE II: NO RELIANCE ON IDAHO POWER

- 2.1 Seller Independent Investigation – Seller warrants and represents to Idaho Power that in entering into this Agreement and the undertaking by Seller of the obligations set forth herein, Seller has investigated and determined that it is capable of performing hereunder and has not relied upon the advice, experience or expertise of Idaho Power in connection with the transactions contemplated by this Agreement.
- 2.2 Seller Independent Experts – All professionals or experts including, but not limited to, engineers, attorneys or accountants, that Seller may have consulted or relied on in undertaking the transactions contemplated by this Agreement have been solely those of Seller.

ARTICLE III: WARRANTIES

- 3.1 No Warranty by Idaho Power – Any review, acceptance or failure to review Seller’s design, specifications, equipment or facilities shall not be an endorsement or a confirmation by Idaho Power and Idaho Power makes no warranties, expressed or implied, regarding any aspect of Seller’s design, specifications, equipment or facilities, including, but not limited to, safety, durability, reliability, strength, capacity, adequacy or economic feasibility.
- 3.2 Qualifying Facility Status – Seller warrants that the Facility is a “Qualifying Facility,” as that term is used and defined in 18 CFR 292.201 et seq. After initial qualification, Seller will take such steps as may be required to maintain the Facility’s Qualifying Facility status during the term of this Agreement and Seller’s failure to maintain Qualifying Facility status will be a Material Breach of this Agreement. Idaho Power reserves the right to review the Facility’s Qualifying Facility status and associated support and compliance documents upon reasonable request during

the term of this Agreement.

- 3.3 Solar Project Qualifications – Seller warrants that the Facility is a “Solar Project,” as that term is used in Commission Order 32697. After initial qualification, Seller will take such steps as may be required to maintain the Facility’s Solar Project status during the full term of this Agreement and Seller’s failure to maintain Solar Project status will be a Material Breach of this Agreement. Idaho Power reserves the right to review the Facility’s Solar Project status and associated support and compliance documents upon reasonable request during the term of this Agreement.
- 3.4 Hourly Energy Estimates – Seller warrants that the Hourly Energy Estimates provided by the Seller and contained in Appendix G are accurate estimates of the Facility’s expected hourly energy production based on the characteristics of the solar generation equipment being installed, configuration and orientation of the equipment installation, location specific solar radiation and any other information available. Material deviations from these Hourly Energy Estimates will be a Material Breach of this Agreement.

ARTICLE IV: CONDITIONS TO ACCEPTANCE OF ENERGY

- 4.1 Prior to the First Energy Date and as a condition of Idaho Power’s acceptance of deliveries of energy from the Seller under this Agreement, Seller shall:
- 4.1.1 Submit proof to Idaho Power that all licenses, permits, determinations or approvals necessary for Seller’s operations have been obtained from applicable federal, state or local authorities, including, but not limited to, evidence of compliance with Subpart B, 18 CFR 292.201 et seq. as a certified Qualifying Facility and evidence of compliance with the eligibility to be classified as a Solar Project as referenced in Commission Order 32697.
- 4.1.2 Opinion of Counsel – Submit to Idaho Power an Opinion Letter signed by an attorney admitted to practice and in good standing in the State of Idaho providing an opinion that Seller’s licenses, permits, determinations and approvals as set forth in paragraph 4.1.1 above are legally and validly issued, are held in the name of the Seller and, based on a

reasonable independent review, counsel is of the opinion that Seller is in substantial compliance with said permits as of the date of the Opinion Letter. The Opinion Letter will be in a form acceptable to Idaho Power and will acknowledge that the attorney rendering the opinion understands that Idaho Power is relying on said opinion. Idaho Power’s acceptance of the form will not be unreasonably withheld. The Opinion Letter will be governed by and shall be interpreted in accordance with the legal opinion accord of the American Bar Association Section of Business Law (1991).

- 4.1.3 Commission Approval – Confirm with Idaho Power that Commission approval of this Agreement in a form acceptable to Idaho Power has been received.
- 4.1.4 Nameplate Capacity – Submit to Idaho Power manufacturer’s and engineering documentation that establishes the Nameplate Capacity of each individual Generation Unit that is included within this entire Facility and the total of these units to determine the Facility Nameplate Capacity rating. Upon receipt of this data, Idaho Power shall review the provided data and determine if the Nameplate Capacity specified is reasonable based upon the manufacturer’s specified generation ratings for the specific Generation Units.
- 4.1.5 Completion certificate – Submit a certificate executed by an authorized agent of the Seller attesting that all mechanical and electrical equipment of the designated Generation Unit(s) of the Facility has been completed to enable the Generation Unit(s) to beginning testing and delivery of Test Energy in a safe manner.
- 4.1.6 Insurance – Submit written proof to Idaho Power of all insurance required in Article XIII.
- 4.1.7 Interconnection – Provide written confirmation from Idaho Power’s business unit that administers the GIA that Seller has satisfied all interconnection and testing requirements that will enable the Facility to be safely connected to the Idaho Power electrical system.
- 4.1.8 Network Resource Designation – Confirm that the Seller’s Facility has been designated as an Idaho Power network resource capable of delivering energy up to the amount of the Maximum Capacity at the Point of Delivery.
- 4.1.8.1 As specified in Appendix B item 7 of this Agreement, the Seller’s Facility must

have achieved the status of being an Idaho Power Designated Network Resource (DNR) prior to Idaho Power accepting any energy from this Facility. Appendix B item 7 provides information on the initial application process required to enable Idaho Power to determine if network transmission capacity is available for this Facility's Maximum Capacity Amount and/or if Idaho Power transmission network upgrades will be required. The results of this study process and any associated costs will be included in the GIA for this Facility.

4.1.8.2 Only after the Facility has completed all requirements of the GIA that enable the Facility to come online can Idaho Power begin the final process of designating this resource as an Idaho Power Network Resource. The final process must be initiated at a minimum 30 days prior to the First Energy Date. Therefore, Idaho Power will begin this process 30 days prior to the Scheduled First Energy Date specified in Appendix B of this Agreement and only after Idaho Power has received confirmation that the GIA requirements have been completed. If the Seller estimates that the actual First Energy is expected to be different than the Scheduled First Energy Date specified in Appendix B of this Agreement, the Seller must notify Idaho Power of this revised date no later than 30 days prior to Scheduled First Energy Date. Under no circumstances will the project be able to deliver any energy to Idaho Power until such time as Idaho Power has designated this Facility as an Idaho Power Network Resource.

4.1.9 Written Acceptance – Request and obtain written confirmation from Idaho Power that all conditions to acceptance of energy have been fulfilled. Such written confirmation shall be provided within a commercially reasonable time following the Seller's request and will not be unreasonably withheld by Idaho Power.

ARTICLE V: TERM AND OPERATION DATE

5.1 Term – Subject to the provisions of paragraph 5.2 below, this Agreement shall become effective

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EXHIBIT B

on the date first written and shall continue in full force and effect for a period of 20 (not to exceed 20 years) Contract Years from the Operation Date.

5.2 Operation Date – A single Operation Date will be granted for the entire Facility and may occur only after the Facility has achieved all of the following:

- a) At the minimum, 75% of the Generation Units planned for this Facility have achieved their First Energy Date.
- b) Seller has demonstrated to Idaho Power's satisfaction that all mechanical and electrical testing has been completed satisfactorily and the Facility is able to provide energy in a consistent, reliable and safe manner.
- c) Engineer's Certifications - Submit an executed Engineer's Certification of Design & Construction Adequacy and an Engineer's Certification of Operations and Maintenance (O&M) Policy as described in Commission Order No. 21690. These certificates will be in the form specified in Appendix C but may be modified to the extent necessary to recognize the different engineering disciplines providing the certificates.
- d) Seller has requested an Operation Date from Idaho Power in a written format.
- e) Seller has received written confirmation from Idaho Power of the Operation Date. This confirmation will not be unreasonably withheld by Idaho Power.

5.3 Operation Date Delay – Seller shall cause the Facility to achieve the Operation Date on or before the Scheduled Operation Date. Delays in the interconnection and transmission network upgrade study, design and construction process (This includes any delay in making the required deposit payments set forth in the Facility's GIA) that **are not** caused by Idaho Power or Force Majeure events accepted by both Parties, **shall not** prevent Delay Damages or Termination Damages from being due and owing as calculated in accordance with this Agreement. For the avoidance of doubt, delays in the interconnection and/or transmission network upgrade study, design and construction process that are caused by Idaho Power and Force Majeure events affect Seller

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shall prevent Delay Damages or Termination Damages from being due and owing as calculated in accordance with this agreement.

- 5.4 Termination – If Seller fails to achieve the Operation Date prior to expiration of the Delay Cure Period, such failure will be a Material Breach and Idaho Power may terminate this Agreement at any time until the Seller cures the Material Breach.
- 5.5 Delay Damages billing and payment – Idaho Power shall calculate and submit to the Seller any Delay Damages due Idaho Power within 15 days after the end of each month or within 30 days of the date this Agreement is terminated by Idaho Power.
- 5.6 Termination Damages billing and payment – Idaho Power shall calculate and submit to the Seller any Termination Damages due Idaho Power within 30 days after this Agreement has been terminated.
- 5.7 Seller Payment – Seller shall pay Idaho Power any calculated Delay or Termination Damages within 15 days of when Idaho Power presents these billings to the Seller. Seller’s failure to pay these damages within the specified time will be a Material Breach of this Agreement and Idaho Power shall draw funds from the Security Deposit provided by the Seller in an amount equal to the calculated damages.
- 5.8 Security Deposit – Within thirty (30) days of the date of a final non-appealable Commission Order approving this Agreement as specified in Article XXI, the Seller shall post and maintain liquid security in a form as described in Appendix D equal to or exceeding the amount specified within this Agreement as the Security Deposit until such time as the Security Deposit is released by Idaho Power as specified in paragraph 5.8.1. Failure to post this Security Deposit in the time specified above will be a Material Breach of this Agreement and Idaho Power may terminate this Agreement.
 - 5.8.1 Idaho Power shall release any remaining Security Deposit provided by Seller promptly after either the Facility has achieved its Operation Date or this Agreement has been terminated and only after all Delay and Termination Damages have been paid in full to Idaho Power.

ARTICLE VI: PURCHASE AND SALE OF NET ENERGY

- 6.1 Net Energy Purchase and Delivery – Except when either Party’s performance is excused as provided herein, Idaho Power will purchase and Seller will sell all of the Net Energy to Idaho Power at the Point of Delivery.
- 6.2 Estimated Net Energy Amounts – shall be equal to Monthly estimated kWhs as specified in Appendix G and as listed below:

Month	kWh
January	4,607,597
February	6,093,505
March	8,267,956
April	9,262,113
May	11,263,730
June	11,531,587
July	12,958,679
August	12,062,332
September	9,895,831
October	8,621,560
November	5,088,452
December	4,528,304
Total	104,181,646

- 6.2.2 Seller’s Adjustment of Estimated Net Energy Amounts – After the Operation Date, the Seller may revise any future monthly Estimated Net Energy Amounts by providing written notice no later than 5 PM Mountain Standard time on the last business day of the Notification Month specified in the following schedule:

Notification Month	Future monthly Estimated Net Energy Amounts eligible to be revised
November	January and any future months
December	February and any future months
January	March and any future months
February	April and any future months
March	May and any future months
April	June and any future months
May	July and any future months
June	August and any future months
July	September and any future months

August	October and any future months
September	November and any future months
October	December and any future months

- a.) This written notice must be provided to Idaho Power in accordance with paragraph 25.1 or by electronic notice provided and verified via return electronic verification of receipt to the electronic notices address specified in paragraph 25.1.
- b.) Failure to provide timely written notice of changed Estimated Net Energy Amounts will be deemed to be an election of no change from the most recently provided Estimated Net Energy Amounts.

6.2.3 Idaho Power Adjustment of Estimated Net Energy Amount – If Idaho Power is excused from accepting the Seller’s Net Energy as specified in paragraph 12.2.1 or if the Seller declares a Suspension of Energy Deliveries as specified in paragraph 12.3.1 and the Seller’s declared Suspension of Energy Deliveries is accepted by Idaho Power, the Estimated Net Energy Amount as specified in paragraph 6.2 for the specific month in which the reduction or suspension under paragraph 12.2.1 or 12.3.1 occurs will be temporarily reduced in accordance with the following and only for the actual month in which the event occurred:

Where:

NEA = Current Month’s Estimated Net Energy Amount (Paragraph 6.2)

SGU = a.) If Idaho Power is excused from accepting the Seller’s Net Energy as specified in paragraph 12.2.1 this value will be equal to the percentage of curtailment as specified by Idaho Power multiplied by the TGU as defined below.

b.) If the Seller declares a Suspension of Energy Deliveries as specified in paragraph 12.3.1 this value will be the sum of the individual Generation Units size ratings as specified in Appendix B that are impacted by the circumstances causing the Seller to declare a Suspension of Energy Deliveries.

TGU = Sum of all of the individual generator ratings of the Generation Units at this Facility as specified in Appendix B of this agreement.

RSH = Actual hours the Facility’s Net Energy deliveries were either reduced or suspended under paragraph 12.2.1 or 12.3.1

TH = Actual total hours in the current month

Resulting formula being:

$$\text{Adjusted Estimated Net Energy Amount} = \text{NEA} - \left(\left(\frac{\text{SGU}}{\text{TGU}} \times \text{NEA} \right) \times \left(\frac{\text{RSH}}{\text{TH}} \right) \right)$$

This Adjusted Estimated Net Energy Amount will be used in applicable Surplus Energy calculations for only the specific month in which Idaho Power was excused from accepting the Seller’s Net Energy or the Seller declared a Suspension of Energy.

6.3 Failure to Deliver Minimum Estimated Net Energy Amounts – Unless excused by an event of Force Majeure, Seller’s failure to deliver Net Energy in any Contract Year in an amount equal to at least ten percent (10%) of the sum of the Monthly Estimated Generation shall constitute an event of default.

ARTICLE VII: PURCHASE PRICE AND METHOD OF PAYMENT

7.1 Base Energy Heavy Load Purchase Price – For all Base Energy received during Heavy Load Hours, Idaho Power will pay the monthly Base Energy Heavy Load Purchase Price as specified in Appendix E less the Solar Integration Charge.

7.2 Base Energy Light Load Purchase Price – For all Base Energy received during Light Load Hours, Idaho Power will pay the monthly Base Energy Light Load Purchase Price as specified in Appendix E less the Solar Integration Charge.

7.3 Surplus Energy Price - For all Surplus Energy, Idaho Power shall pay to the Seller the current month’s Market Energy Reference Price or the Base Energy Light Load Purchase Price less the Solar Integration Charge for that month, whichever is lower.

7.4 Price Adjustment – Upon acceptance of a Seller Adjustment of Estimated Net Energy Amounts as specified in paragraph 6.2.2, Idaho Power will calculate the Pricing Adjustment Percentage for

the applicable month(s). All pricing contained within Appendix E for the applicable month(s) will be multiplied by the Pricing Adjustment and the resulting revised prices will replace the prices contained within Appendix E until such time as the Seller submits a new Seller Adjustment of Estimated Net Energy Amounts at which time a new Pricing Adjustment Percentage will be calculated and applied in accordance with this paragraph.

- 7.5 Delivering Net Energy that exceeds the Monthly Nameplate Energy to Idaho Power for 2 consecutive months and/or in any 3 months during a Contract Year will be a Material Breach of this Agreement and Idaho Power may terminate this Agreement within sixty (60) days after the Material Breach has occurred.
- 7.6 Payment Due Date – Undisputed Base Energy and Surplus Energy payments, less any payments due to Idaho Power will be disbursed to the Seller within thirty (30) days of the date which Idaho Power receives and accepts the documentation of the monthly Base Energy and Surplus Energy actually delivered to Idaho Power as specified in Appendix A.
- 7.7 Continuing Jurisdiction of the Commission – This Agreement is a special contract and, as such, the rates, terms and conditions contained in this Agreement will be construed in accordance with Idaho Power Company v. Idaho Public Utilities Commission and Afton Energy, Inc., 107 Idaho 781, 693 P.2d 427 (1984), Idaho Power Company v. Idaho Public Utilities Commission, 107 Idaho 1122, 695 P.2d 1 261 (1985), Afton Energy, Inc. v. Idaho Power Company, 111 Idaho 925, 729 P.2d 400 (1986), Section 210 of the Public Utility Regulatory Policies Act of 1978 and 18 CFR §292.303-308.

ARTICLE VIII: ENVIRONMENTAL ATTRIBUTES

- 8.1 Idaho Power will be granted ownership of 50% of all of the Environmental Attributes associated with the Facility and Seller will likewise retain 50% ownership of all of the Environmental Attributes associated with the Facility. Title to 50% of the Environmental Attributes shall pass to Idaho Power at the same time that transfer of title of the associated Surplus Energy or Net Energy to Idaho Power occurs. Idaho Power's title to 50% of the Environmental Attributes shall expire at

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the end of the term of this agreement, unless the parties agree to extend in future agreements. If after the Effective Date and during the term of this Agreement any additional Environmental Attributes or similar environmental value is created by legislation, regulation, or any other action, including but not limited to, carbon credits and carbon offsets, Idaho Power shall be granted ownership of 50% of these additional Environmental Attributes or environmental values that are associated with the Net Energy delivered by the Seller to Idaho Power. Seller shall use prudent and commercially reasonable efforts to ensure that any operations of the Facility do not jeopardize the current or future Environmental Attribute status of this solar generation Facility.

- 8.2 The Parties shall cooperate to ensure that all Environmental Attribute certifications, rights and reporting requirements are completed by the responsible Parties.
- 8.2.1 At least sixty (60) days prior to the First Energy Date, the Parties shall mutually cooperate to enable Idaho Power's Environmental Attributes from this Facility to be placed into Idaho Power's Western Renewable Energy Generation Information System ("WREGIS") account or any other Environment Attribute accounting and tracking system selected by the Idaho Power. The Seller at the Seller's sole expense will be responsible to establish and maintain the Seller's WREGIS or other Environmental Attribute account and/or system that enables the creation of the Environmental Attribute certificates associated with this Facility and the transfer of 50% of the Environmental Attributes to Idaho Power for the Term of this Agreement. If the Environmental Attribute accounting and tracking system initially selected by Idaho Power is materially altered or discontinued during the Term of this Agreement, the Parties shall cooperate to identify an appropriate alternative Environmental Attribute accounting and tracking process and enable the Environmental Attributes be processed through this alternative method.
- 8.2.2 Each Party shall only report under Section 1605(b) of the Energy Policy Act of 1992 or under any applicable program the 50% of the Environmental Attributes that such party

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owns and shall refrain from reporting the Environmental Attributes owned by the other Party.

- 8.2.3 If Idaho Power requests additional Environmental Attribute certifications beyond what is provided by the WREGIS process the Seller shall use its best efforts to obtain any Environmental Attribute certifications required by Idaho Power for those Environmental Attributes delivered to Idaho Power from the Seller. If the Seller incurs cost, as a result of Idaho Power's request, and if the additional certification provides benefits to both parties, the parties shall share the costs in proportion to the additional benefits obtained. If Idaho Power elects to obtain its own certifications, then Seller shall fully cooperate with Idaho Power in obtaining such certification.

ARTICLE IX: FACILITY AND INTERCONNECTION

- 9.1 Design of Facility – Seller will design, construct, install, own, operate and maintain the Facility and any Seller-owned Interconnection Facilities so as to allow safe and reliable generation and delivery of Net Energy to the Idaho Power Point of Delivery for the full term of the Agreement in accordance with the GIA.

ARTICLE X:

METERING, METERING COMMUNICATIONS AND SCADA TELEMETRY

- 10.1 Metering – Idaho Power shall, provide, install, and maintain metering equipment needed for metering the electrical energy production from the Facility. The metering equipment will be capable of measuring, recording, retrieving and reporting the Facility's hourly gross electrical energy production, Station Use, maximum energy deliveries (kW) and any other energy measurements at the Point of Delivery that Idaho Power needs to administer this Agreement and integrate this Facility's energy production into the Idaho Power electrical system. Specific equipment, installation details and requirements for this metering equipment will be established in the GIA process and documented in the GIA. Seller shall be responsible for all initial and ongoing costs of this equipment as specified in Schedule 72 and the GIA.

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- 10.2 Metering Communications – Seller shall, at the Seller's sole initial and ongoing expense, arrange for, provide, install, and maintain dedicated metering communications equipment capable of transmitting the metering data specified in paragraph 10.1 to Idaho Power in a frequency, manner and form acceptable to Idaho Power. Seller shall grant Idaho Power sole control and use of this dedicated metering communications equipment. Specific details and requirements for this metering communications equipment will be established in the GIA process and documented in the GIA.
- 10.3 Supervisory Control and Data Acquisition (SCADA) Telemetry – If the Facility's Nameplate Capacity exceeds 3 MW, in addition to the requirements of paragraph 10.1 and 10.2, Idaho Power may require telemetry equipment and telecommunications which will be capable of providing Idaho Power with continuous instantaneous SCADA telemetry of the Seller's Net Energy and Inadvertent Energy production in a form acceptable to Idaho Power. Seller shall grant Idaho Power sole control and use of this dedicated SCADA and telecommunications equipment. Specific details and requirements for this SCADA Telemetry and telecommunications equipment will be established in the GIA process and documented in the GIA. Seller shall be responsible for all initial and ongoing costs of this equipment as specified in Schedule 72 and the GIA.

ARTICLE XI - RECORDS

- 11.1 Maintenance of Records – Seller shall maintain monthly records at the Facility or such other location mutually acceptable to the Parties. These records shall include total generation, Net Energy, Station Use, Surplus Energy, Inadvertent Energy and maximum hourly generation in (kW) and be records in a form and content acceptable to Idaho Power. Monthly records shall be retained for a period of not less than five years.
- 11.2 Inspection – Either Party, after reasonable notice to the other Party, shall have the right, during normal business hours, to inspect and audit any or all records pertaining to the Seller's Facility generation, Net Energy, Station Use, Surplus Energy, Inadvertent Energy and maximum hourly generation in kW.

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ARTICLE XII: OPERATIONS

12.1 Communications – Idaho Power and the Seller shall maintain appropriate operating communications through Idaho Power’s Designated Dispatch Facility in accordance with the GIA.

12.2 Acceptance of Energy –

12.2.1 Idaho Power shall be excused from accepting and paying for Net Energy which would have otherwise been produced by the Facility and delivered by the Seller to the Point of Delivery:

- a.) If energy deliveries are interrupted due an event of Force Majeure or Forced Outage.
- b.) If interruption of energy deliveries is allowed by Section 210 of the Public Utility Regulatory Policies Act of 1978 and 18 CFR §292.304¹.
- c.) If temporary disconnection and/or interruption of energy deliveries is in accordance with Schedule 72 or other provisions as specified within the GIA.
- d.) If Idaho Power determines that curtailment, interruption or reduction of Net Energy deliveries is necessary because of line construction, electrical system maintenance requirements, emergencies, electrical system operating conditions, electrical system reliability emergencies on its system, or as otherwise required by Prudent Electrical Practices.

12.2.2 If, in the reasonable opinion of Idaho Power, Seller’s operation of the Facility or Interconnection Facilities is unsafe or may otherwise adversely affect Idaho Power’s equipment, personnel or service to its customers, Idaho Power may temporarily disconnect the Facility from Idaho Power’s transmission/distribution system as specified

¹ Any electric utility which gives notice ... will not be required to purchase electric energy or capacity during any period during which, due to operational circumstances, purchases from qualifying facilities will result in costs greater than those which the utility would incur if it did not make such purchases, but instead generated an equivalent amount of energy itself.

within the GIA or Schedule 72 or take such other reasonable steps as Idaho Power deems appropriate.

12.2.3 Under no circumstances will the Seller deliver energy from the Facility to the Point of Delivery in an amount that exceeds the Maximum Capacity Amount at any moment in time. Seller’s failure to limit deliveries to the Maximum Capacity Amount will be a Material Breach of this Agreement and must be cured immediately.

12.2.4 The Parties acknowledge that Section 12.2 is intended to be interpreted and applied in a manner that does not alter the curtailment and purchasing rights and responsibilities established in 18 C.F.R. § 292.307(b)(1) (2013) and 18 C.F.R. § 292.101(b)(4) (2013). If Idaho Power is unable to accept the energy from this Facility and is not excused from accepting the Facility’s energy, Idaho Power’s damages shall be limited to only the value of the estimated energy that Idaho Power was unable to accept valued at the applicable energy prices specified in Appendix E. Idaho Power will have no responsibility to pay for any other costs, lost revenue or consequential damages the Facility may incur.

12.3 Seller Declared Suspension of Energy Deliveries –

12.3.1 If the Seller’s Facility experiences a Forced Outage, and Seller initiates a Declared Suspension of Energy Deliveries, Seller shall, after giving notice as provided in paragraph 12.3.2 below, temporarily reduce deliveries of Net Energy (kW) to Idaho Power from the Facility to not exceed the reduced energy deliveries (kW) stated by the Seller in the initial declaration for a period of not less than 48 hours. (“Declared Suspension of Energy Deliveries”). The Seller’s Declared Suspension of Energy Deliveries will begin at the start of the next full hour following the Seller’s telephone notification as specified in paragraph 12.3.2 and will continue for the time as specified (not less than 48 hours) in the written notification provided by the Seller. In the month(s) in which the Declared Suspension of Energy occurred, the Estimated Net Energy Amount will be adjusted as specified in paragraph 6.2.3.

12.3.2 If the Seller desires to initiate a Declared Suspension of Energy Deliveries as provided in

paragraph 12.3.1, the Seller will notify the Designated Dispatch Facility by telephone. The beginning hour of the Declared Suspension of Energy Deliveries will be at the earliest the next full hour after making telephone contact with Idaho Power. The Seller will, within 24 hours after the telephone contact, provide Idaho Power a written notice in accordance with Article XXV that will contain the beginning hour and duration of the Declared Suspension of Energy Deliveries, a description of the conditions that caused the Seller to initiate a Declared Suspension of Energy Deliveries, and the reduced level (kW) of energy deliveries the Facility is requesting that will be set as the maximum energy deliveries to Idaho Power for the duration of the Declared Suspension of Energy Delivery event (not less than 48 hours). Idaho Power will review the documentation provided by the Seller to determine Idaho Power's acceptance of the described Forced Outage as qualifying for a Declared Suspension of Energy Deliveries as specified in paragraph 12.3.1. Idaho Power's acceptance of the Seller's Forced Outage as an acceptable Forced Outage will be based upon the clear documentation provided by the Seller that the Forced Outage is not due to an event of Force Majeure or by neglect, disrepair or lack of adequate preventative maintenance of the Seller's Facility.

- 12.4 Scheduled Maintenance – On or before January 31st of each calendar year, Seller shall submit a written proposed maintenance schedule of significant Facility maintenance for that calendar year and Idaho Power and Seller shall mutually agree as to the acceptability of the proposed schedule. If the Seller intends to perform planned maintenance at approximately the same time every year, the Seller may submit a maintenance schedule for the first calendar year and include a statement that this maintenance schedule shall be consistent for all future years, until such time as the Seller notifies Idaho Power of a change to this schedule. The Parties determination as to the acceptability of the Seller's timetable for scheduled maintenance will take into consideration Prudent Electrical Practices, Idaho Power system requirements and the Seller's preferred schedule. Neither Party shall unreasonably withhold acceptance of the proposed maintenance schedule.

- 12.5 Idaho Power Maintenance Information – Upon receiving a written request from the Seller, Idaho Power shall provide publically available information in regards to Idaho Power planned maintenance information that may impact the Facility.
- 12.6 Contact Prior to Curtailment – Idaho Power will make a reasonable attempt to contact the Seller prior to exercising its rights to interrupt interconnection or curtail deliveries from the Seller's Facility. Seller understands that in the case of emergency circumstances, real time operations of the electrical system, and/or unplanned events, Idaho Power may not be able to provide notice to the Seller prior to interruption, curtailment, or reduction of electrical energy deliveries to Idaho Power.

ARTICLE XIII: INDEMNIFICATION AND INSURANCE

- 13.1 Indemnification – Each Party shall agree to hold harmless and to indemnify the other Party, its officers, agents, affiliates, subsidiaries, parent company and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying Party's, (a) construction, ownership, operation or maintenance of, or by failure of, any of such Party's works or facilities used in connection with this Agreement, or (b) negligent or intentional acts, errors or omissions. The indemnifying Party shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying Party shall pay all documented costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.
- 13.2 Insurance – During the term of this Agreement, Seller shall secure and continuously carry insurance as specified in Appendix F.

ARTICLE XIV: FORCE MAJEURE

- 14.1 As used in this Agreement, "Force Majeure" or "an event of Force Majeure" means any cause beyond the control of the Seller or of Idaho Power which, despite the exercise of due diligence, such Party is unable to prevent or overcome. Force Majeure includes, but is not limited to, acts of

God, fire, flood, storms, wars, hostilities, civil strife, strikes and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, action or restraint by court order or public or government authority (as long as the affected Party has not applied for or assisted in the application for such court or government action) which, by the exercise of reasonable foresight such party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome. Fluctuations and/or changes of the motive force and/or the fuel supply are not events of Force Majeure. If either Party is rendered wholly or in part unable to perform its obligations under this Agreement because of an event of Force Majeure, both Parties shall be excused from whatever performance is affected by the event of Force Majeure, provided that:

- (1) The non-performing Party shall, as soon as is reasonably possible after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence.
- (2) The suspension of performance shall be of no greater scope and of no longer duration than is required by the event of Force Majeure.
- (3) No obligations of either Party which arose before the occurrence of the Force Majeure event and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence.

ARTICLE XV: LIABILITY; DEDICATION

- 15.1 Limitation of Liability – Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. Neither party shall be liable to the other for any indirect, special, consequential, nor punitive damages, except as expressly authorized by this Agreement.
- 15.2 Dedication – No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the Party or the

public or affect the status of Idaho Power as an independent public utility corporation or Seller as an independent individual or entity.

ARTICLE XVI: SEVERAL OBLIGATIONS

- 16.1 Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or impose a trust or partnership duty, obligation or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

ARTICLE XVII: WAIVER

- 17.1 Any waiver at any time by either Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XVIII: CHOICE OF LAWS AND VENUE

- 18.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho without reference to its choice of law provisions.
- 18.2 Venue for any litigation arising out of or related to this Agreement will lie in the District Court of the Fourth Judicial District of Idaho in and for the County of Ada.

ARTICLE XIX: DISPUTES AND DEFAULT

- 19.1 Disputes – All disputes related to or arising under this Agreement, including, but not limited to, the interpretation of the terms and conditions of this Agreement, will be submitted to the Commission for resolution.
- 19.2 Notice of Default
- 19.2.1 Defaults – If either Party fails to perform any of the terms or conditions of this

Agreement (an "event of default"), the non-defaulting Party shall cause notice in writing to be given to the defaulting Party, specifying the manner in which such default occurred. If the defaulting Party shall fail to cure such default within the sixty (60) days after service of such notice, or if the defaulting Party reasonably demonstrates to the other Party that the default can be cured within a commercially reasonable time but not within such sixty (60) day period and then fails to diligently pursue such cure, then the non-defaulting Party may, at its option, terminate this Agreement and/or pursue its legal or equitable remedies.

19.2.2 Material Breaches – The notice and cure provisions in paragraph 19.2.1 do not apply to defaults identified in this Agreement as Material Breaches. Material Breaches must be cured as expeditiously as possible following occurrence of the breach or if a specific cure and/or inability to cure is identified by this Agreement for the specific Material Breach then that cure shall apply.

19.3 Prior to the Operation Date and thereafter for the full term of this Agreement, Seller will provide Idaho Power with the following:

19.3.1 Insurance – Evidence of compliance with the provisions of Appendix F. If Seller fails to comply, such failure will be a Material Breach.

19.3.2 Engineer's Certifications – Every three (3) years after the Operation Date, Seller will supply Idaho Power with a Certification of Ongoing Operations and Maintenance (O&M) from a Registered Professional Engineer licensed in the State of Idaho, which Certification of Ongoing O&M shall be in the form specified in Appendix C. Seller's failure to supply the required certificate will be an event of default. Such a default may only be cured by Seller providing the required certificate; and

19.3.3 Licenses / Permits / Determinations – During the full term of this Agreement, Seller shall maintain compliance with all permits, licenses and determinations described in paragraph 4.1.1 of this Agreement. In addition, Seller will supply Idaho Power with copies of any new or additional permits, licenses or determinations. At least every

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fifth Contract Year, Seller will update the documentation described in Paragraph 4.1.1. If at any time Seller fails to maintain compliance with the permits, licenses and determinations described in paragraph 4.1.1 or to provide the documentation required by this paragraph, such failure will be an event of default and may only be cured by Seller submitting to Idaho Power evidence of compliance from the permitting agency.

ARTICLE XX: GOVERNMENTAL AUTHORIZATION

20.1 This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party of this Agreement.

ARTICLE XXI: COMMISSION ORDER

21.1 Idaho Power shall file this Agreement for its acceptance or rejection by the Commission. This Agreement shall only become finally effective upon the Commission's approval of all terms and provisions hereof without change or condition and declaration that all payments to be made to Seller hereunder shall be allowed as prudently incurred expenses for ratemaking purposes.

ARTICLE XXII: SUCCESSORS AND ASSIGNS

22.1 This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. Neither this Agreement nor any rights or obligations of either Party hereunder may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of both Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, any party with which Idaho Power may consolidate, or into which it may merge, or to which it may convey or transfer substantially all of its electric utility assets, shall automatically, without further act, and without need of consent or approval by the Seller, succeed to all of Idaho Power's rights, obligations and interests under this Agreement. Any purported assignment in derogation of the foregoing shall be void. This article shall not prevent a financing entity with recorded or secured rights from exercising all rights and remedies available to it under law or contract. Idaho Power shall have

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the right to be notified by the financing entity that it is exercising such rights or remedies.

ARTICLE XXIII: MODIFICATION

23.1 No modification to this Agreement shall be valid unless it is in writing and signed by both Parties and subsequently approved by the Commission.

ARTICLE XXIV: TAXES

24.1 Each Party shall pay before delinquency all taxes and other governmental charges which, if failed to be paid when due, could result in a lien upon the Facility or the Interconnection Facilities.

ARTICLE XXV: NOTICES AND AUTHORIZED AGENTS

25.1 Notices – All written notices under this Agreement shall be directed as follows and shall be considered delivered when faxed, e-mailed and confirmed with deposit in the U.S. Mail, first-class, postage prepaid, as follows:

To Seller:

Original document to:

Name: Boise City Solar, LLC
Attn: Mark van Gulik
PO Box 7354
Boise, Idaho 83707

Telephone: 208-342-4836
E-mail: mvangulik@sunergyworld.com

Copy of Document to:

McDevitt & Miller LLP
Attn: Dean J Miller
420 West Bannock
Boise, Idaho 83702

Telephone: (208) 343-7500
Email: joe@modevitt-miller.com

To Idaho Power:

Original document to:

Vice President, Power Supply
Idaho Power Company
PO Box 70
Boise, Idaho 83707
Email: lgrow@idahopower.com

Copy of document to:

Cogeneration and Small Power Production
Idaho Power Company
PO Box 70
Boise, Idaho 83707
E-mail: ralphin@idahopower.com

Either Party may change the contact person and/or address information listed above, by providing written notice from an authorized person representing the Party.

25.2 Authorized Agent(s)

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Authorized Agents as listed above may be modified by the Seller by requesting and completing an Authorized Agent modification document provided by Idaho Power. This document at minimum will include the requested changes and require signature(s) from an authorized party of the Seller.

ARTICLE XXVI: ADDITIONAL TERMS AND CONDITIONS

26.1 Equal Employment – During performance pursuant to this Agreement, Seller agrees to comply with all applicable equal employment opportunity, small business, and affirmative action laws

and regulations. All Equal Employment Opportunity and affirmative action laws and regulations are hereby incorporated by this reference, including provisions of 38 U.S.C. § 4212, Executive Order 11246, as amended, and any subsequent executive orders or other laws or regulations relating to equal opportunity for employment on government contracts. To the extent this Agreement is covered by Executive Order 11246, the Equal Opportunity Clauses contained in 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5, and 41 CFR 60-741.5 are incorporated herein by reference.

26.2 Prior to the Seller executing this Agreement, the Seller shall have:

- a) Submitted an interconnection application for this Facility and is in compliance with all payments and requirements of the interconnection process.
- b) Acknowledged responsibility for all interconnection costs and any costs associated with acquiring adequate firm transmission capacity to enable the project to be classified as an Idaho Power Designated Network Resource. If final interconnection or transmission studies are not complete at the time the Seller executes this Agreement, the Seller understands that the Seller's obligations to pay Delay and Termination Damages associated with the project's failure to achieve the Operation Date by the Scheduled Operation Date as specified in this Agreement is not relieved by final interconnection or transmission costs, processes or schedules.
- c) Provide acceptable and verifiable evidence to Idaho Power that demonstrates the Facility is eligible for the published avoided costs requested by the Seller and contained within this Agreement. Commission Order 32817 provides the current published avoided costs for Non-Seasonal Hydro Facilities, Seasonal Hydro Facilities, Other Facilities, Solar Facilities, and Wind Facilities.

26.3 This Agreement includes the following appendices, which are attached hereto and included by reference:

- Appendix A -- Generation Scheduling and Reporting
- Appendix B -- Facility and Point of Delivery
- Appendix C -- Engineer's Certifications
- Appendix D -- Forms of Liquid Security
- Appendix E -- Solar Facility Energy Prices

- Appendix F -- Insurance Requirements
- Appendix G -- Estimated Hourly Energy Production

ARTICLE XXVII: SEVERABILITY

27.1 The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other terms or provisions and this Agreement shall be construed in all other respects as if the invalid or unenforceable term or provision were omitted.

ARTICLE XXVIII: COUNTERPARTS

28.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

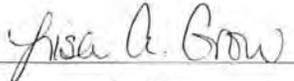
ARTICLE XXIX: ENTIRE AGREEMENT

29.1 This Agreement constitutes the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed
in their respective names on the dates set forth below:

Idaho Power Company

Boise City Solar, LLC

By 
Lisa A Grow
Sr. Vice President, Power Supply

By 
Mark van Gulik
Manager

Dated 7.17.14
"Idaho Power"

Dated 7.15.14
"Seller"

APPENDIX A

A-1 MONTHLY POWER PRODUCTION AND SWITCHING REPORT

At the end of each month the following required documentation will be submitted to:

Idaho Power Company
Attn: Cogeneration and Small Power Production
PO Box 70
Boise, Idaho 83707

The meter readings required on this report will be the readings on the Idaho Power meter equipment measuring the Facility's total energy production and Station Usage delivered to Idaho Power and the maximum generated energy (kW) as recorded on the metering equipment and/or any other required energy measurements to adequately administer this Agreement. This document shall be the document to enable Idaho Power to begin the energy payment calculation and payment process. The meter readings on this report may not be used to calculate the actual payment, but instead will be a check of the automated meter reading information that will be gathered as described in item A-2 below:

Idaho Power Company
Cogeneration and Small Power Production
MONTHLY POWER PRODUCTION AND SWITCHING REPORT

Month _____ Year _____

Project Name _____ Project Number: _____
Address _____ Phone Number: _____
City _____ State _____ Zip _____

	Facility <u>Output</u>	Station <u>Usage</u>	Metered <u>Maximum Generation</u>
Meter Number: _____			kW
End of Month kWh Meter Reading: _____			
Beginning of Month kWh Meter: _____			
Difference: _____			
Times Meter Constant: _____			
kWh for the Month: _____			<u>Net Generation</u>
Metered Demand: _____			

Breaker Opening Record				Breaker Closing Record			
Date	Time	Meter	* Reason	Date	Time	Meter	

- * **Breaker Opening Reason Codes**
- 1 Lack of Adequate Prime Mover
 - 2 Forced Outage of Facility
 - 3 Disturbance of IPCo System
 - 4 Scheduled Maintenance
 - 5 Testing of Protection Systems
 - 6 Cause Unknown
 - 7 Other (Explain)

I hereby certify that the above meter readings are true and correct as of Midnight on the last day of the above month and that the switching record is accurate and complete as required by the Energy Sales Agreement to which I am a Party.

Signature Date

A-2 AUTOMATED METER READING COLLECTION PROCESS

Monthly, Idaho Power will use the provided Metering and Telemetry equipment and processes to collect the meter reading information from the Idaho Power provided Metering Equipment that measures the Net Energy and energy delivered to supply Station Use for the Facility recorded at 12:00 AM (Midnight) of the last day of the month.

The meter information collected will include but not be limited to energy production, Station Use, the maximum generated power (kW) and any other required energy measurements to adequately administer this Agreement.

A-3 SELLER CONTACT INFORMATION

Seller's Contact Information

Project Management

Name: Mark van Gulik
Telephone Number: (208) 342-4836
Cell Phone: (208) 859-4836
E-Mail: mvangulik@sunergyworld.com

24-Hour Project Operational Contact

Name: Cameron Coleman
Telephone Number: (208) 342-4836
Cell Phone: (541) 513-7951
E-Mail: ccoleman@sunergyworld.com

Project On-site Contact information

Name: Cameron Coleman
Telephone Number: (208) 342-4836
Cell Phone: (541) 513-7951
E-Mail: ccoleman@sunergyworld.com

APPENDIX B

FACILITY AND POINT OF DELIVERY

Project Name: Boise City Solar, LLC

Project Number: 25088520

B-1 DESCRIPTION OF FACILITY

(Must include the Nameplate Capacity rating and VAR capability (both leading and lagging) of all Generation Units to be included in the Facility.)

Boise City Solar, LLC will be a 48.180 MNW (DC) or 39.989 MW (AC) utility scale solar generation facility. The technology planned will utilize mono crystalline solar modules with Tier 1 inverters. We are planning to use a Dual Axis Tracking system for maximum electrical generation.

Nameplate: 39.989 MW AC

Var Capability (Both leading and lagging) Leading is 1.0 Lagging is 1.0 (Please note, we have the ability to adjust these values pursuant to Idaho Power Company's specific requirements if necessary.)

B-2 LOCATION OF FACILITY

Near: South Cloverdale Road

Actual or nearest physical street address: 10600 Sand Creek, Kuna, ID 83634 (Boise City – 20 Mile Farm)

GPS Coordinates: Latitude Decimal Degrees 43 degrees 23 minutes 12.10 seconds N

Longitude Decimal Degrees 116 degrees 20 minutes 02.74 seconds W

State: Idaho County: Ada

Description of Interconnection Location: Two locations, our first desired location would be directly to the South to the existing transmission line, our second choice would be north to the substation on Cloverdale. (Kuna Mora)

B-3 SCHEDULED FIRST ENERGY AND OPERATION DATE

Seller has selected December 1, 2015 as the Scheduled First Energy Date.Seller has selected January 16, 2016 as the Scheduled Operation Date.

In making these selections, Seller recognizes that adequate testing of the Facility and completion of all requirements in paragraph 5.2 of this Agreement must be completed prior to the project being granted an Operation Date.

B-4 MAXIMUM CAPACITY AMOUNT:

This value will be 48.18 MW which is consistent with the value provided by the Seller to Idaho Power in accordance with the GIA. This value is the maximum energy (MW) that potentially could be delivered by the Seller's Facility to the Idaho Power electrical system at any moment in time.

B-5 POINT OF DELIVERY

"Point of Delivery" means, unless otherwise agreed by both Parties, the point of where the Seller's Facility energy is delivered to the Idaho Power electrical system. The GIA will determine the specific Point of Delivery for this Facility. The Point of Delivery identified by the GIA will become an integral part of this Agreement.

B-6 LOSSES

If the Idaho Power Metering equipment is capable of measuring the exact energy deliveries by the Seller to the Idaho Power electrical system at the Point of Delivery, no Losses will be calculated for this Facility. If the Idaho Power Metering Equipment is unable to measure the exact energy deliveries by the Seller to the Idaho Power electrical system at the Point of Delivery, a Losses calculation will be established to measure the energy losses (kWh) between the Seller's Facility and the Idaho Power Point of Delivery. This loss calculation will be initially set at 2% of the kWh energy production recorded on the Facility generation metering equipment. At such time as Seller provides Idaho Power with the electrical equipment specifications (transformer loss

specifications, conductor sizes, etc.) of all of the electrical equipment between the Facility and the Idaho Power electrical system, Idaho Power will configure a revised loss calculation formula to be agreed to by both parties and used to calculate the kWh Losses for the remaining term of the Agreement. If at any time during the term of this Agreement, Idaho Power determines that the loss calculation does not correctly reflect the actual kWh losses attributed to the electrical equipment between the Facility and the Idaho Power electrical system, Idaho Power may adjust the calculation and retroactively adjust the previous month's kWh loss calculations.

B-7 NETWORK RESOURCE DESIGNATION

Idaho Power cannot accept or pay for generation from this Facility until the Facility has achieved the status of being an Idaho Power designated network resource ("DNR"). Federal Energy Regulatory Commission ("FERC") rules require Idaho Power to prepare and submit the application to achieve DNR status for this Facility. Because much of the information Idaho Power needs to prepare the DNR application is specific to the Seller's Facility, Idaho Power's ability to file the DNR application in a timely manner is contingent upon timely receipt of the required information from the Seller. Prior to Idaho Power beginning the process to enable Idaho Power to submit a request for DNR status for this Facility, the Seller shall have 1) filed a Generation Interconnection application, 2) submitted all information required by Idaho Power to complete the application, and 3) either executed this Agreement or, at a minimum, provided Idaho Power with confirmation of the Seller's intent to complete this Agreement in a timely manner. **Seller's failure to provide complete and accurate information in a timely manner can significantly impact Idaho Power's ability and cost to attain the DNR designation for the Seller's Facility and the Seller shall bear the costs of any of these delays that are a result of any action or inaction by the Seller.**

APPENDIX C
ENGINEER'S CERTIFICATION
OF
OPERATIONS & MAINTENANCE POLICY

The undersigned _____, on behalf of himself/herself and _____, hereinafter collectively referred to as "Engineer," hereby states and certifies to the Seller as follows:

1. That Engineer is a Licensed Professional Engineer in good standing in the State of Idaho.
2. That Engineer has reviewed the Energy Sales Agreement, hereinafter referred to as the "Agreement," between Idaho Power as Buyer, and _____ as Seller, dated _____.
3. That the cogeneration or small power production project which is the subject of the Agreement and this Statement is identified as Idaho Power Company Facility No. _____ and is hereinafter referred to as the "Project."
4. That the Project, which is commonly known as the _____ Project, is located in Section ____ Township ____ Range ____, Boise Meridian, ____ County, Idaho.
5. That Engineer recognizes that the Agreement provides for the Project to furnish electrical energy to Idaho Power for a ____ year period.
6. That Engineer has substantial experience in the design, construction and operation of electric power plants of the same type as this Project.
7. That Engineer has no economic relationship to the Design Engineer of this Project.
8. That Engineer has reviewed and/or supervised the review of the Policy for Operation and Maintenance ("O&M") for this Project and it is his professional opinion that, said Project has been designed and built to appropriate standards, and adherence to said O&M Policy will result in the Project's

producing at or near the design electrical output, efficiency and plant factor for the full Contact Term of _____ years.

9. That Engineer recognizes that Idaho Power, in accordance with paragraph 5.2 of the Agreement, is relying on Engineer's representations and opinions contained in this Statement.

10. That Engineer certifies that the above statements are complete, true and accurate to the best of his/her knowledge and therefore sets his/her hand and seal below.

By _____

(P.E. Stamp)

Date _____

APPENDIX C
ENGINEER'S CERTIFICATION
OF
ONGOING OPERATIONS AND MAINTENANCE

The undersigned _____, on behalf of himself/herself and _____ hereinafter collectively referred to as "Engineer," hereby states and certifies to the Seller as follows:

1. That Engineer is a Licensed Professional Engineer in good standing in the State of Idaho.
2. That Engineer has reviewed the Energy Sales Agreement, hereinafter referred to as the "Agreement," between Idaho Power as Buyer, and _____ as Seller, dated _____.
3. That the cogeneration or small power production project which is the subject of the Agreement and this Statement is identified as Idaho Power Company Facility No. _____ and hereinafter referred to as the "Project".
4. That the Project, which is commonly known as the _____ Project, is located in Section ____ Township ____ Range _____, Boise Meridian, _____ County, Idaho.
5. That Engineer recognizes that the Agreement provides for the Project to furnish electrical energy to Idaho Power for a _____ year period.
6. That Engineer has substantial experience in the design, construction and operation of electric power plants of the same type as this Project.
7. That Engineer has no economic relationship to the Design Engineer of this Project.

- 8. That Engineer has made a physical inspection of said Project, its operations and maintenance records since the last previous certified inspection. The Engineer certifies, based on the Project's appearance and the information provided by the Project, that the Project's ongoing O&M has been completed in accordance with said O&M Policy; that it is in reasonably good operating condition; and it is in the Engineer's professional opinion that if adherence to said O&M Policy continues, the Project will continue producing at or near its design electrical output, efficiency and plant factor for the remaining _____ years of the Agreement.
- 9. That Engineer recognizes that Idaho Power, in accordance with paragraph 5.2 of the Agreement, is relying on Engineer's representations and opinions contained in this Statement.
- 10. That Engineer certifies that the above statements are complete, true and accurate to the best of his/her knowledge and therefore sets his/her hand and seal below.

By _____

(P.E. Stamp)

Date _____

APPENDIX C

ENGINEER'S CERTIFICATION
OF
DESIGN & CONSTRUCTION ADEQUACY

The undersigned _____, on behalf of himself/herself and _____ hereinafter collectively referred to as "Engineer", hereby states and certifies to Idaho Power as follows:

- 1. That Engineer is a Licensed Professional Engineer in good standing in the State of Idaho.
- 2. That Engineer has reviewed the Energy Sales Agreement, hereinafter referred to as the "Agreement", between Idaho Power as Buyer, and _____ as Seller, dated _____.
- 3. That the cogeneration or small power production project, which is the subject of the Agreement and this Statement, is identified as Idaho Power Company Facility No _____ and is hereinafter referred to as the "Project".
- 4. That the Project, which is commonly known as the _____ Project, is located in Section _____ Township _____ Range _____, Boise Meridian, _____ County, Idaho.
- 5. That Engineer recognizes that the Agreement provides for the Project to furnish electrical energy to Idaho Power for a _____ year period.
- 6. That Engineer has substantial experience in the design, construction and operation of electric power plants of the same type as this Project.
- 7. That Engineer has no economic relationship to the Design Engineer of this Project and has made the analysis of the plans and specifications independently.
- 8. That Engineer has reviewed the engineering design and construction of the Project, including the civil work, electrical work, generating equipment, prime mover conveyance system, Seller furnished Interconnection Facilities and other Project facilities and equipment.

9. That the Project has been constructed in accordance with said plans and specifications, all applicable codes and consistent with Prudent Electrical Practices as that term is described in the Agreement.

10. That the design and construction of the Project is such that with reasonable and prudent operation and maintenance practices by Seller, the Project is capable of performing in accordance with the terms of the Agreement and with Prudent Electrical Practices for a _____ year period.

11. That Engineer recognizes that Idaho Power, in accordance with paragraph 5.2 of the Agreement, in interconnecting the Project with its system, is relying on Engineer's representations and opinions contained in this Statement.

12. That Engineer certifies that the above statements are complete, true and accurate to the best of his/her knowledge and therefore sets his/her hand and seal below.

By _____

(P.E. Stamp)

Date _____

APPENDIX D

FORMS OF LIQUID SECURITY

The Seller shall provide Idaho Power with commercially reasonable security instruments such as Cash, Cash Escrow Security, Guarantee or Letter of Credit as those terms are defined below or other forms of liquid financial security that would provide readily available cash to Idaho Power to satisfy the Security Deposit requirement and any other security requirements within this Agreement.

For the purpose of this Appendix D, the term "Credit Requirements" shall mean acceptable financial creditworthiness of the entity providing the security instrument in relation to the term of the obligation in the reasonable judgment of Idaho Power, provided that any guarantee and/or Letter of Credit issued by any other entity with a short-term or long-term investment grade credit rating by Standard & Poor's Corporation or Moody's Investor Services, Inc. or any successors shall be deemed to have acceptable financial creditworthiness.

1. Cash – Seller shall deposit cash in the amount of the required Security Deposit with Idaho Power. Idaho Power will not be responsible to calculate or pay any interest on these funds deposited with Idaho Power.
2. Cash Escrow Security – Seller shall deposit funds in an escrow account established by the Seller in a banking institution acceptable to both Parties equal to the Security Deposit. The Seller shall be responsible for all costs, and receive any interest earned associated with establishing and maintaining the escrow account(s).
3. Guarantee or Letter of Credit Security – Seller shall post and maintain in an amount equal to the Security Deposit: (a) a guaranty from a party that satisfies the Credit Requirements, in a

EXHIBIT B

form acceptable to Idaho Power at its discretion, or (b) an irrevocable Letter of Credit in a form acceptable to Idaho Power, in favor of Idaho Power. The Letter of Credit will be issued by a financial institution acceptable to both parties. The Seller shall be responsible for all costs associated with establishing and maintaining the Guarantee(s) or Letter(s) of Credit.

APPENDIX E

SOLAR FACILITY ENERGY PRICES

(Prices based upon the energy shape and capacity specified in Appendix G)

E-1 Base Energy Purchase Prices – For all Base Energy received during Heavy Load Hours Idaho Power shall pay the Base Energy Heavy Load Purchase Price less the Solar Integration Charge specified below and for all Base Energy received during Light Load Hours Idaho Power shall pay the Base Energy Light Load Purchase Price less the Solar Integration Charge specified below. All of these prices are subject to revision as specified within paragraph 7.5

Month/Year	Base Energy Heavy Load Purchase Price (Mills/kWh)	Base Energy Light Load Purchase Price (Mills/kWh)	Solar Integration Charge (Mills/kWh)
Jan-15	\$45.90	\$44.74	\$1.34
Feb-15	\$46.16	\$44.96	\$1.34
Mar-15	\$46.41	\$45.18	\$1.34
Apr-15	\$46.67	\$45.40	\$1.34
May-15	\$46.92	\$45.62	\$1.34
Jun-15	\$47.18	\$45.84	\$1.34
Jul-15	\$47.43	\$46.06	\$1.34
Aug-15	\$47.69	\$46.28	\$1.34
Sep-15	\$47.94	\$46.50	\$1.34
Oct-15	\$48.20	\$46.72	\$1.34
Nov-15	\$48.45	\$46.94	\$1.34
Dec-15	\$48.71	\$47.17	\$1.34
Jan-16	\$48.96	\$47.39	\$1.38
Feb-16	\$49.22	\$47.61	\$1.38
Mar-16	\$49.47	\$47.83	\$1.38
Apr-16	\$49.73	\$48.05	\$1.38
May-16	\$49.98	\$48.27	\$1.38
Jun-16	\$50.24	\$48.49	\$1.38
Jul-16	\$50.49	\$48.71	\$1.38
Aug-16	\$50.75	\$48.93	\$1.38
Sep-16	\$51.00	\$49.15	\$1.38
Oct-16	\$51.26	\$49.37	\$1.38
Nov-16	\$51.51	\$49.59	\$1.38
Dec-16	\$51.77	\$49.81	\$1.38
Jan-17	\$52.03	\$50.03	\$1.47
Feb-17	\$52.28	\$50.26	\$1.47
Mar-17	\$52.54	\$50.48	\$1.47

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Apr-17	\$52.79	\$50.70	\$1.47
May-17	\$53.05	\$50.92	\$1.47
Jun-17	\$53.30	\$51.14	\$1.47
Jul-17	\$53.56	\$51.36	\$1.47
Aug-17	\$53.81	\$51.58	\$1.47
Sep-17	\$54.07	\$51.80	\$1.47
Oct-17	\$54.32	\$52.02	\$1.47
Nov-17	\$54.58	\$52.24	\$1.47
Dec-17	\$54.83	\$52.46	\$1.47
Jan-18	\$55.09	\$52.68	\$1.55
Feb-18	\$55.34	\$52.90	\$1.55
Mar-18	\$55.60	\$53.12	\$1.55
Apr-18	\$55.85	\$53.34	\$1.55
May-18	\$56.11	\$53.57	\$1.55
Jun-18	\$56.36	\$53.79	\$1.55
Jul-18	\$56.62	\$54.01	\$1.55
Aug-18	\$56.87	\$54.23	\$1.55
Sep-18	\$57.13	\$54.45	\$1.55
Oct-18	\$57.38	\$54.67	\$1.55
Nov-18	\$57.64	\$54.89	\$1.55
Dec-18	\$57.89	\$55.11	\$1.55
Jan-19	\$58.15	\$55.33	\$1.64
Feb-19	\$58.40	\$55.55	\$1.64
Mar-19	\$58.66	\$55.77	\$1.64
Apr-19	\$58.92	\$55.99	\$1.64
May-19	\$59.17	\$56.21	\$1.64
Jun-19	\$59.43	\$56.43	\$1.64
Jul-19	\$59.68	\$56.65	\$1.64
Aug-19	\$59.94	\$56.88	\$1.64
Sep-19	\$60.19	\$57.10	\$1.64
Oct-19	\$60.45	\$57.32	\$1.64
Nov-19	\$60.70	\$57.54	\$1.64
Dec-19	\$60.96	\$57.76	\$1.64
Jan-20	\$61.21	\$57.98	\$1.73
Feb-20	\$61.47	\$58.20	\$1.73
Mar-20	\$61.72	\$58.42	\$1.73
Apr-20	\$61.98	\$58.64	\$1.73
May-20	\$62.23	\$58.86	\$1.73
Jun-20	\$62.49	\$59.08	\$1.73
Jul-20	\$62.74	\$59.30	\$1.73
Aug-20	\$63.00	\$59.52	\$1.73
Sep-20	\$63.25	\$59.74	\$1.73
Oct-20	\$63.51	\$59.97	\$1.73
Nov-20	\$63.76	\$60.19	\$1.73
Dec-20	\$64.02	\$60.41	\$1.73
Jan-21	\$64.27	\$60.63	\$1.81
Feb-21	\$64.53	\$60.85	\$1.81

Mar-21	\$64.78	\$61.07	\$1.81
Apr-21	\$65.04	\$61.29	\$1.81
May-21	\$65.30	\$61.51	\$1.81
Jun-21	\$65.55	\$61.73	\$1.81
Jul-21	\$65.81	\$61.95	\$1.81
Aug-21	\$66.06	\$62.17	\$1.81
Sep-21	\$66.32	\$62.39	\$1.81
Oct-21	\$66.57	\$62.61	\$1.81
Nov-21	\$66.83	\$62.83	\$1.81
Dec-21	\$67.08	\$63.05	\$1.81
Jan-22	\$67.34	\$63.28	\$1.90
Feb-22	\$67.59	\$63.50	\$1.90
Mar-22	\$67.85	\$63.72	\$1.90
Apr-22	\$68.10	\$63.94	\$1.90
May-22	\$68.36	\$64.16	\$1.90
Jun-22	\$68.61	\$64.38	\$1.90
Jul-22	\$68.87	\$64.60	\$1.90
Aug-22	\$69.12	\$64.82	\$1.90
Sep-22	\$69.38	\$65.04	\$1.90
Oct-22	\$69.63	\$65.26	\$1.90
Nov-22	\$69.89	\$65.48	\$1.90
Dec-22	\$70.14	\$65.70	\$1.90
Jan-23	\$70.40	\$65.92	\$1.98
Feb-23	\$70.65	\$66.14	\$1.98
Mar-23	\$70.91	\$66.36	\$1.98
Apr-23	\$71.16	\$66.59	\$1.98
May-23	\$71.42	\$66.81	\$1.98
Jun-23	\$71.67	\$67.03	\$1.98
Jul-23	\$71.93	\$67.25	\$1.98
Aug-23	\$72.19	\$67.47	\$1.98
Sep-23	\$72.44	\$67.69	\$1.98
Oct-23	\$72.70	\$67.91	\$1.98
Nov-23	\$72.95	\$68.13	\$1.98
Dec-23	\$73.21	\$68.35	\$1.98
Jan-24	\$73.46	\$68.57	\$2.07
Feb-24	\$73.72	\$68.79	\$2.07
Mar-24	\$73.97	\$69.01	\$2.07
Apr-24	\$74.23	\$69.23	\$2.07
May-24	\$74.48	\$69.45	\$2.07
Jun-24	\$74.74	\$69.68	\$2.07
Jul-24	\$74.99	\$69.90	\$2.07
Aug-24	\$75.25	\$70.12	\$2.07
Sep-24	\$75.50	\$70.34	\$2.07
Oct-24	\$75.76	\$70.56	\$2.07
Nov-24	\$76.01	\$70.78	\$2.07
Dec-24	\$76.27	\$71.00	\$2.07
Jan-25	\$76.52	\$71.22	\$2.16

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Feb-25	\$76.78	\$71.44	\$2.16
Mar-25	\$77.03	\$71.66	\$2.16
Apr-25	\$77.29	\$71.88	\$2.16
May-25	\$77.54	\$72.10	\$2.16
Jun-25	\$77.80	\$72.32	\$2.16
Jul-25	\$78.05	\$72.54	\$2.16
Aug-25	\$78.31	\$72.76	\$2.16
Sep-25	\$78.56	\$72.99	\$2.16
Oct-25	\$78.82	\$73.21	\$2.16
Nov-25	\$79.08	\$73.43	\$2.16
Dec-25	\$79.33	\$73.65	\$2.16
Jan-26	\$79.59	\$73.87	\$2.24
Feb-26	\$79.84	\$74.09	\$2.24
Mar-26	\$80.10	\$74.31	\$2.24
Apr-26	\$80.35	\$74.53	\$2.24
May-26	\$80.61	\$74.75	\$2.24
Jun-26	\$80.86	\$74.97	\$2.24
Jul-26	\$81.12	\$75.19	\$2.24
Aug-26	\$81.37	\$75.41	\$2.24
Sep-26	\$81.63	\$75.63	\$2.24
Oct-26	\$81.88	\$75.85	\$2.24
Nov-26	\$82.14	\$76.07	\$2.24
Dec-26	\$82.39	\$76.30	\$2.24
Jan-27	\$82.65	\$76.52	\$2.33
Feb-27	\$82.90	\$76.74	\$2.33
Mar-27	\$83.16	\$76.96	\$2.33
Apr-27	\$83.41	\$77.18	\$2.33
May-27	\$83.67	\$77.40	\$2.33
Jun-27	\$83.92	\$77.62	\$2.33
Jul-27	\$84.18	\$77.84	\$2.33
Aug-27	\$84.43	\$78.06	\$2.33
Sep-27	\$84.69	\$78.28	\$2.33
Oct-27	\$84.94	\$78.50	\$2.33
Nov-27	\$85.20	\$78.72	\$2.33
Dec-27	\$85.45	\$78.94	\$2.33
Jan-28	\$85.71	\$79.16	\$2.42
Feb-28	\$85.97	\$79.38	\$2.42
Mar-28	\$86.22	\$79.61	\$2.42
Apr-28	\$86.48	\$79.83	\$2.42
May-28	\$86.73	\$80.05	\$2.42
Jun-28	\$86.99	\$80.27	\$2.42
Jul-28	\$87.24	\$80.49	\$2.42
Aug-28	\$87.50	\$80.71	\$2.42
Sep-28	\$87.75	\$80.93	\$2.42
Oct-28	\$88.01	\$81.15	\$2.42
Nov-28	\$88.26	\$81.37	\$2.42
Dec-28	\$88.52	\$81.59	\$2.42

Jan-29	\$88.77	\$81.81	\$2.50
Feb-29	\$89.03	\$82.03	\$2.50
Mar-29	\$89.28	\$82.25	\$2.50
Apr-29	\$89.54	\$82.47	\$2.50
May-29	\$89.79	\$82.70	\$2.50
Jun-29	\$90.05	\$82.92	\$2.50
Jul-29	\$90.30	\$83.14	\$2.50
Aug-29	\$90.56	\$83.36	\$2.50
Sep-29	\$90.81	\$83.58	\$2.50
Oct-29	\$91.07	\$83.80	\$2.50
Nov-29	\$91.32	\$84.02	\$2.50
Dec-29	\$91.58	\$84.24	\$2.50
Jan-30	\$91.83	\$84.46	\$2.59
Feb-30	\$92.09	\$84.68	\$2.59
Mar-30	\$92.34	\$84.90	\$2.59
Apr-30	\$92.60	\$85.12	\$2.59
May-30	\$92.86	\$85.34	\$2.59
Jun-30	\$93.11	\$85.56	\$2.59
Jul-30	\$93.37	\$85.78	\$2.59
Aug-30	\$93.62	\$86.01	\$2.59
Sep-30	\$93.88	\$86.23	\$2.59
Oct-30	\$94.13	\$86.45	\$2.59
Nov-30	\$94.39	\$86.67	\$2.59
Dec-30	\$94.64	\$86.89	\$2.59
Jan-31	\$94.90	\$87.11	\$2.67
Feb-31	\$95.15	\$87.33	\$2.67
Mar-31	\$95.41	\$87.55	\$2.67
Apr-31	\$95.66	\$87.77	\$2.67
May-31	\$95.92	\$87.99	\$2.67
Jun-31	\$96.17	\$88.21	\$2.67
Jul-31	\$96.43	\$88.43	\$2.67
Aug-31	\$96.68	\$88.65	\$2.67
Sep-31	\$96.94	\$88.87	\$2.67
Oct-31	\$97.19	\$89.09	\$2.67
Nov-31	\$97.45	\$89.32	\$2.67
Dec-31	\$97.70	\$89.54	\$2.67
Jan-32	\$97.96	\$89.76	\$2.76
Feb-32	\$98.21	\$89.98	\$2.76
Mar-32	\$98.47	\$90.20	\$2.76
Apr-32	\$98.72	\$90.42	\$2.76
May-32	\$98.98	\$90.64	\$2.76
Jun-32	\$99.24	\$90.86	\$2.76
Jul-32	\$99.49	\$91.08	\$2.76
Aug-32	\$99.75	\$91.30	\$2.76
Sep-32	\$100.00	\$91.52	\$2.76
Oct-32	\$100.26	\$91.74	\$2.76
Nov-32	\$100.51	\$91.96	\$2.76

EXHIBIT B

Dec-32	\$100.77	\$92.18	\$2.76
Jan-33	\$101.02	\$92.41	\$2.85
Feb-33	\$101.28	\$92.63	\$2.85
Mar-33	\$101.53	\$92.85	\$2.85
Apr-33	\$101.79	\$93.07	\$2.85
May-33	\$102.04	\$93.29	\$2.85
Jun-33	\$102.30	\$93.51	\$2.85
Jul-33	\$102.55	\$93.73	\$2.85
Aug-33	\$102.81	\$93.95	\$2.85
Sep-33	\$103.06	\$94.17	\$2.85
Oct-33	\$103.32	\$94.39	\$2.85
Nov-33	\$103.57	\$94.61	\$2.85
Dec-33	\$103.83	\$94.83	\$2.85
Jan-34	\$104.08	\$95.05	\$2.93
Feb-34	\$104.34	\$95.27	\$2.93
Mar-34	\$104.59	\$95.49	\$2.93
Apr-34	\$104.85	\$95.72	\$2.93
May-34	\$105.10	\$95.94	\$2.93
Jun-34	\$105.36	\$96.16	\$2.93
Jul-34	\$105.61	\$96.38	\$2.93
Aug-34	\$105.87	\$96.60	\$2.93
Sep-34	\$106.13	\$96.82	\$2.93
Oct-34	\$106.38	\$97.04	\$2.93
Nov-34	\$106.64	\$97.26	\$2.93
Dec-34	\$106.89	\$97.48	\$2.93
Jan-35	\$107.15	\$97.70	\$3.02
Feb-35	\$107.40	\$97.92	\$3.02
Mar-35	\$107.66	\$98.14	\$3.02
Apr-35	\$107.91	\$98.36	\$3.02
May-35	\$108.17	\$98.58	\$3.02
Jun-35	\$108.42	\$98.80	\$3.02
Jul-35	\$108.68	\$99.03	\$3.02
Aug-35	\$108.93	\$99.25	\$3.02
Sep-35	\$109.19	\$99.47	\$3.02
Oct-35	\$109.44	\$99.69	\$3.02
Nov-35	\$109.70	\$99.91	\$3.02
Dec-35	\$109.95	\$100.13	\$3.02
Jan-36	\$110.21	\$100.35	\$3.11
Feb-36	\$110.46	\$100.57	\$3.11
Mar-36	\$110.72	\$100.79	\$3.11
Apr-36	\$110.97	\$101.01	\$3.11
May-36	\$111.23	\$101.23	\$3.11
Jun-36	\$111.48	\$101.45	\$3.11
Jul-36	\$111.74	\$101.67	\$3.11
Aug-36	\$111.99	\$101.89	\$3.11
Sep-36	\$112.25	\$102.12	\$3.11
Oct-36	\$112.50	\$102.34	\$3.11

Nov-36	\$112.76	\$102.56	\$3.11
Dec-36	\$113.02	\$102.78	\$3.11

APPENDIX F

INSURANCE REQUIREMENTS

The Seller shall secure and continuously carry insurance as specified within this Appendix for the term of the Agreement.

Insurance Requirements:

- All insurance required by this Agreement shall be placed with an insurance company with an A.M. Best Company rating of A- or better.
- If the insurance coverage required in this Appendix is cancelled, materially changed or lapses for any reason, the Seller will immediately notify Idaho Power in writing. This notice will advise Idaho Power of the specific reason for cancellation, material change or lapse and the steps being taken to comply with these Insurance Requirements. Failure to provide this notice and to comply with these Insurance Requirements within 5 days of the cancellation, material change or lapse will constitute a Material Breach and Idaho Power may terminate this Agreement.
- Prior to the First Energy date and subsequently within 10 days of the annual anniversary of the Operation Date, the Seller shall provide a Certificate of Insurance in the name of Idaho Power Company and list Idaho Power Company as an Additional Insured Endorsement and Waiver of Subrogation Endorsement.
- The Certificate of Insurance shall evidence the appropriate insurance coverage of Comprehensive General Liability Insurance for both bodily injury and property damage with limits equal to \$1,000,000, each occurrence, combined single limit. The deductible for such insurance shall be consistent with current Insurance Industry Utility practices for similar property.
- Seller shall be entitled to self-insure these coverage's with approval of Idaho Power, which shall not be unreasonable withheld, delayed or conditioned.

APPENDIX G
Estimated Hourly Energy Production

This Information was provided by the project for use in the Incremental Cost IRP Avoided Cost pricing model and for inclusion in this appendix.

Project Name:	Boise City Solar
AC Project Nameplate (MW):	39.9894
Project Estimated Online Date:	Jan-16
Project Estimated Annual Capacity Factor (%):	30%

Hour	Hour Start	Hour End	January	February	March	April	May	June	July	August	September	October	November	December	Annual Total
1	12:00 AM	1:00 AM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2	1:00 AM	2:00 AM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3	2:00 AM	3:00 AM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4	3:00 AM	4:00 AM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5	4:00 AM	5:00 AM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
6	5:00 AM	6:00 AM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7	6:00 AM	7:00 AM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8	7:00 AM	8:00 AM	0.0	0.0	0.2	0.1	0.5	1.1	5.1	4.7	0.0	0.0	0.0	0.0	0.0
9	8:00 AM	9:00 AM	0.0	0.0	0.2	0.1	0.5	1.7	17.4	9.3	0.0	0.0	0.0	0.0	0.0
10	9:00 AM	10:00 AM	0.0	0.0	0.2	0.1	0.5	2.1	24.6	25.8	0.0	0.0	0.0	0.0	0.0
11	10:00 AM	11:00 AM	0.0	0.0	0.2	0.1	0.5	2.7	37.9	33.3	0.0	0.0	0.0	0.0	0.0
12	11:00 AM	12:00 PM	0.0	0.0	0.2	0.1	0.5	3.2	50.2	32.7	0.0	0.0	0.0	0.0	0.0
13	12:00 PM	1:00 PM	0.0	0.0	0.2	0.1	0.5	3.7	62.5	32.7	0.0	0.0	0.0	0.0	0.0
14	1:00 PM	2:00 PM	0.0	0.0	0.2	0.1	0.5	4.2	74.8	32.7	0.0	0.0	0.0	0.0	0.0
15	2:00 PM	3:00 PM	0.0	0.0	0.2	0.1	0.5	4.7	87.1	32.7	0.0	0.0	0.0	0.0	0.0
16	3:00 PM	4:00 PM	0.0	0.0	0.2	0.1	0.5	5.2	99.4	32.7	0.0	0.0	0.0	0.0	0.0
17	4:00 PM	5:00 PM	0.0	0.0	0.2	0.1	0.5	5.7	111.7	32.7	0.0	0.0	0.0	0.0	0.0
18	5:00 PM	6:00 PM	0.0	0.0	0.2	0.1	0.5	6.2	124.0	32.7	0.0	0.0	0.0	0.0	0.0
19	6:00 PM	7:00 PM	0.0	0.0	0.2	0.1	0.5	6.7	136.3	32.7	0.0	0.0	0.0	0.0	0.0
20	7:00 PM	8:00 PM	0.0	0.0	0.2	0.1	0.5	7.2	148.6	32.7	0.0	0.0	0.0	0.0	0.0
21	8:00 PM	9:00 PM	0.0	0.0	0.2	0.1	0.5	7.7	160.9	32.7	0.0	0.0	0.0	0.0	0.0
22	9:00 PM	10:00 PM	0.0	0.0	0.2	0.1	0.5	8.2	173.2	32.7	0.0	0.0	0.0	0.0	0.0
23	10:00 PM	11:00 PM	0.0	0.0	0.2	0.1	0.5	8.7	185.5	32.7	0.0	0.0	0.0	0.0	0.0
24	11:00 PM	12:00 AM	0.0	0.0	0.2	0.1	0.5	9.2	197.8	32.7	0.0	0.0	0.0	0.0	0.0
Monthly MW	148.6	217.6	266.7	305.7	344.7	383.7	422.7	461.7	500.7	539.7	578.7	617.7	656.7	695.7	734.7
Days in Month	31	28	31	30	31	30	31	30	31	30	31	30	31	30	31
Monthly Estimated MWh	4,608	6,094	8,268	9,262	11,284	11,532	12,958	12,958	12,958	12,958	12,958	12,958	12,958	12,958	12,958
Monthly Estimated MWh	4,407,597	6,093,565	8,267,856	9,262,113	11,283,730	11,531,587	12,958,076	12,958,232	12,958,388	12,958,544	12,958,700	12,958,856	12,959,012	12,959,168	12,959,324
Annual Total	104,181,646	146,181,646	188,181,646	208,181,646	248,181,646	258,181,646	298,181,646	298,181,646	298,181,646	298,181,646	298,181,646	298,181,646	298,181,646	298,181,646	298,181,646

EXHIBIT B

RECEIVED
SEP 21 2015
CITY OF KUNA

Re: 15-04-SUP (Special Use Permit) Boise City Solar

September 20, 2015

18710 S. Cloverdale Rd, Kuna, ID 83634

To the attention of the Kuna City Council,

Please enter these comments into the public hearing record for the appeal of the Boise City Solar project.

I am a property owner on South Cloverdale Road, where my husband and I have lived in the Wednesday subdivision since 2000, with twelve neighbors in this development. Bordering our subdivision is agricultural land and BLM land. Our subdivision has nice homes and nice families. We have made many improvements to our property since we have lived here. Please see the photograph below for a view our home.



We enjoy our life in our quiet subdivision in this rural area, with great views and lots of wildlife, especially hawks, owls, and other raptors.

The proposed solar power generating facility will hit our neighborhood hard. We have many concerns about safety, impact to the birds and other wildlife, spoiled views, and large losses to our property

EXHIBIT B

values. We are not opposed to solar power, but this large commercial power generating facility is much better suited for an industrial or commercial area, not next to a residential neighborhood. Please do not allow a massive industrial facility to be located next to an established rural residential neighborhood.

Here are a few photographs of the views from our eastern property line, which borders the proposed solar power facility.



If the project is allowed to proceed, all of the pastureland in these views will be covered with a dense array of solar panels, directly in full view of our neighborhood. Because of the topography of the property, even substantial landscaping will not hide the panels from our view. The pictures below show the current view, expected view with panels, and with landscaping to hide the proposed chain link and barbed wire fence.



Current view to the east

EXHIBIT B



Expected view with solar panel arrays



Expected view with landscaping shielding chain link fence

This industrial project should not be built next to a residential neighborhood.

If the Council does decide to proceed with this industrial project next to a residential neighborhood, over our objections, please consider my requests to deal with our concerns:

1. Require an Impact Study be conducted to understand the impact to the hawks, owls, other birds, wildlife, and plant life,

EXHIBIT B

2. Require a significant setback from all property lines of this project that abut residential neighbors, to create a buffer zone between the subdivision and the solar power generating facility. A buffer zone of approximately 1000 feet along the southern and western borders of this proposed solar facility would greatly reduce the impacts to our neighborhood, without a significant impact to the total solar panel area of the entire project.
3. Require extensive landscaping to cover all views of the proposed chain link and barbed wire fencing.

I appreciate your attention to my concerns, and those of my neighbors in our subdivision, as well as your consideration of my requests to address these concerns.

Sincerely,

Sherrie Derr

EXHIBIT B

RECEIVED
 SEP 18 2015
 CITY OF KUNA

To the attention of the Kuna City Planning and Zoning Commission,
 Please enter these comments into the public hearing record for the Boise City Solar project.

Thank you for your time and consideration in this matter.

We are property owners and residents in the Wednesday subdivision in southwest Ada County. Our neighborhood is quite concerned about the proposed plans to install a large number of solar panels in the adjacent property to our homes. We'd like to share some of the background behind why we built in this location, as well as a number of concerns with this project. We feel it is imperative that this project gets reviewed with the proper due diligence, as this project has the potential for making a significant impacting on our quality of life, the local ecosystem, and the value of our properties.

Background

For what it's worth, there is a very good reason why all of us selected this location to build or purchase our homes, and raise our families. The large lots and open range were very attractive to those who wanted to enjoy the amazing views. A number of our neighbors maintain livestock from chickens to horses, which you cannot do within most areas of the city of Kuna. The variety of wildlife from birds to badgers is quite amazing; having lived here for sixteen years we have seen many ebbs and flows of species but overall it still never cease to amaze my wife and I.

1. Safety and maintenance concerns
 - a. Would like to have a more detailed description on how the project will coordinate construction traffic. The speed limit is 50 mph along that stretch of Cloverdale Road, and we see a big potential issue with truck drivers rolling out onto the road without verifying there are no fast moving vehicles approaching. Have plenty of experience with this as we watch the sugar beets trucks roll in and out of W Chief Farms Lane every season.
 - b. Dust and dirt control are important to prevent this level of a project from completely coating our houses and creating a safety hazard along the roadway. Using the sugar beet traffic again as an example, during wet conditions there is mud tracked out onto Cloverdale Rd. It is slick when wet, and even more hazardous when these piles of dirt freeze when the temperature drops.
2. Impact study
 - a. From what we have read, there is not a complete impact study done to determine the effect of this project on the local wildlife. We cannot see any reason why such studies would either be rushed through or by-passed.
 - b. However, it appears Fish and Game are offering "avian monitoring" during the life of the project. This is a great idea, but without a complete Fish and Wildlife study to understand the baseline conditions in the area, the subsequent monitoring will not be of much value.
 - c. Is there a complete cradle to grave business plan (I'm really hoping that there is a requirement for such a plan). During the Kuna P&Z meeting, the answer by the solar company was one sided. He pointed out that the remaining materials had enough salvage value to support removal of the solar panels at end of life. Kind of concerning if salvage prices drop over the next 20-25 years...if not attractive at end of life, will the panels just be left behind? Needs to be written into the contract that they are responsible to completely return the land to the condition it is/was in in 2015.

EXHIBIT B

3. Landscaping/screening plans
 - a. Maintaining an aesthetically-pleasing view is imperative in this neighborhood. The potential of chain fencing with razor wire is quite concerning. Currently the view from my property is overlooking the rolling fields to see the Boise foothills to the north-northeast; the Owyhee's to the southwest, and nothing but horses and grass to the east. To replace that eastern view with solar panels would be a tragedy. If we had wanted a view like that, we would have built next to an industrial zoned area elsewhere in the state.
 - b. The land directly adjacent to our properties slopes upward from lots. Even with a berm, landscaping, or other techniques that might block the panels from our view at ground level; the natural slope and rise of the land would require a significantly high screen to prevent the panels from being in our line of sight.
4. Requests
 - a. That a full impact study can be completed and shared with the residents for review.
 - b. That adequate time can be allowed for the project to be fully vetted by both residents of the Wednesday subdivision, as well as county officials, before a decision is made.
 - c. That a comprehensive landscaping plan, including artists' renderings, be developed and presented to the residents of Wednesday subdivision for approval in advance of a decision on the project.
 - d. That a modified layout of the panels be conducted to reduce the likelihood of the panels being in line of sight from our homes, considering the natural rise in the field to the east of our property.
 - e. That there will be no nighttime lighting of the facility, property, or structures in the solar project.
5. Current view, looking east from my property



EXHIBIT B

This photo shows the rise in relation to the roofline of the car parked on the flat ground our house is built on



Thank you and best regards,

John and Vickie Friedenreich
 18568 S Cloverdale Rd
 Kuna, ID 83634-2528
 Cell phone: (208) 391-0175
 Work phone: (208) 368-5532

EXHIBIT B

Attention: City of Kuna Planning and Zoning Commission
Subject: Public hearing on 09/29/15 for Boise Solar Power Appeal

Please reconsider the location of the massive proposed industrial solar power plant and power collecting station and have it moved to another better suited location, away from people and their homes for the following reasons (including but not limited to):

Noise Pollution: These massive power plants are not “silent” neighbors. These plants hum all day long and the area that we live in really carries noise - a small amount of noise coming from down the street sounds as if it’s right there in the front yard. A project this large entailing a giant sea of solar panels and a power collecting station will not be “silent.” Origis has already been out working in the fields and the noise level is extremely high – can’t even imagine what life would be like during the massive construction period.

Visual Impact: This power plant will cause major negative change in the character of the area. The plant will turn productive agriculture and a very nice rural residential neighborhood to a barren industrial eyesore. The proposed landscaping from Origis will do nothing for the views from our particular home or many of my neighbors. There are much better sites for this project that are away from people and neighborhoods. Other states are beginning to realize the adverse impact that these solar power plants are having on people. In fact, recent legislation introduced in California placed large tracts of land out-of-bounds for solar energy plants due to ecological and **visual impacts** as well as recreational concerns. Other solar power plants planned next to neighborhoods have also been denied.

Dust: Large-scale disturbance of desert soils such as this will result in a massive increase in wind-borne dust. Just ONE Origis truck driving out in the Nicholson portion of the field produced massive dust that blew right toward our houses. Imagine the dust the construction of this HUGE project is going to cause us to have live in and breathe every day. Wind is something that we have an overabundance of out here. Again, isn’t a project, especially of this size, best suited for an area away from a residential neighborhood?

Land Ownership: It was mentioned that a person should be allowed to do anything they want on their own land. Is that so even if that adversely affects those around you? In reality we are certainly not allowed to do anything we want on our land. The county even stipulated where we could place our barn for visual aesthetics. Talking about aesthetics – how about looking over a massive industrial power plant every day?

Property Values: It is common sense to realize that a massive solar power plant will adversely affect property values of the homes adjacent to and near it. Would you buy a house right next to a massive power plant where views consist of a massive sea of black panels on barren dirt surrounded by chain-link and razor wire?

EXHIBIT B

Environmental and human health effects of living next to a power plant are unknown.

A Solar Power Plant is NOT in Harmony with the Surrounding Area: Bordering this massive industrial project is our neighborhood, our homes. Wednesday Subdivision includes mostly 10 acre horse properties zoned rural residential which is in harmony with the agriculturally zoned land and BLM land surrounding it. The subdivision is also adjacent to Birds of Prey. We bought our property expecting it to either remain agricultural and/or eventually turn into housing developments; which would remain in harmony with the area. A massive industrial solar plant is not in harmony with the surrounding area.

We along with many of our neighbors would prefer cows or any agriculture for that matter or even housing developments over an industrial power plant on sterilized barren ground surrounded by chain link and razor wire.

Please consider an alternate location for this project where it will not adversely impact people's lives, homes and a nice neighborhood and a beautiful area.

Sincerely,

Robert & Sarah Perdue
18589 S. Cloverdale Rd.
Kuna, Idaho 83634

EXHIBIT B

Ivan Pupilidy, Ph.D.
18110 South Cloverdale Road
Kuna, Idaho 83634
208-972-6765

RECEIVED
SEP 22 2015
CITY OF KUNA

September 21, 2015

Members of the Commission

I would like to highlight several points regarding the Origis Energy USA, Inc. solar farm project proposal and community impact.

Origis Energy has proposed a site that is adjacent to the Wednesday Subdivision, a by-lawed development south of Kuna in Ada County. This project will impact several of the homeowners in very specific ways. These include:

- Noise pollution during build-out of the light industrial solar facility
- Long-term degradation of neighborhood esthetics
- Reduction in home and property values

The Director of Development for Origis Energy, Michael Chestone, indicated during a phone call with me, that the Bureau of Land Management (BLM) Environmental Assessment either disagreed with the project or was taking too long to complete. The project was then moved north to a location adjacent to the Wednesday Subdivision. The shift in location took most residents by surprise – when we received notification of a public meeting in early July, the change of location was not included in the announcement and several families assumed that the meeting was to discuss the project at the original site. The City of Kuna issued a legal notice regarding the special use permit, which we received on Saturday indicating the new location, leaving little time for the families of the subdivision to react.

Mr. Chestone also indicated the desire of Origis to be a "good neighbor". In keeping with that statement, it would seem to me that Origis would willingly consider the impact of this project on its neighbors. On the contrary, we neighbors, are having to fight for every consideration, including fair setbacks, vegetative boundaries, due consideration of the impact of a solar farm of this size in proximity to an neighborhood and the potential impact on housing values. Origis appears to act without regard to the location of houses and families who could be impacted by noise. For example, Origis has hired a company to begin assessment of a support system for the solar panels that uses impact drivers to hammer posts into the soil. There will be thousands of these posts, each taking 10 to 15 minutes to hammer into place. This is coupled with heavy machinery to do this work. This means construction sounds will fill the neighborhood during the build out. In keeping with the inconsistency of Mr. Chestone's assertion of being a good neighbor, this preliminary work has commenced during early morning hours, on weekends, and in close proximity to houses.

EXHIBIT B

The County has tabled their decision until they can gather additional information and consider the issues facing the community, which were best summed up by a County Commissioner who said, "Right Project, Wrong Location."
 There are a number of pertinent issues that other communities have faced with regard to solar farms. These include:

- The impact of spent solar panels on landfills
- The impact of solar farms on the esthetics of communities
- And the increased cost of electricity to consumers

One community in Clay County, North Carolina, created a "Solar Farm Ordinance for Clay County" in order to manage the increasing number of solar farms in the affected area http://www.clayconec.com/admin/uploads/clay_co_solar_farm_ordinance1.pdf. This ordinance was the result of the county commission learning from their mistakes. It delineates some key considerations, which resulted from this learning. The purpose of this ordinance is clearly stated on page 2, "to promote the health, safety and general welfare of the citizens of Clay County, North Carolina, and the peace and dignity of Clay County, North Carolina. The ordinance goes into great detail regarding setbacks and vegetative buffers in the Purpose section on page 3:

Requiring appropriate setbacks for Solar Farms and requiring the installation and maintaining of reasonable evergreen vegetative buffers around the perimeter of a Solar Farm in order to aid in lessening the adverse impacts on the value of properties adjacent thereto as well as other properties located nearby and aid in the preservation of natural, maintains beauty of Clay County, North Carolina, protection of property values, promotion of tourism, preservation of character and integrity of the community and promotion of the comfort and happiness of area residents.

The ordinance expands on the limitations of the setbacks as follows:

Setbacks.

Every Solar Farm shall be setback at least 100 feet from all property lines of the parcel land upon which the Solar Farm is located or to be located.

Every Solar Farm shall be setback at least 100 feet from the margin of any public road.

Every Solar Farm shall be setback at least 100 feet from the high water mark of any lake available for public use.

Every Solar Farm shall be setback at least 100 feet from the stream banks of any navigable stream.

All setbacks set forth herein shall be measured from the exterior of the fencing and gates which are required around the perimeter of all Solar Farms.

Clay County has given a great deal of thought to permitting solar farm construction and it defines the vegetative boundary as follows:

Evergreen Vegetative Buffer.

A continuous evergreen vegetative buffer shall be present and maintained at all times around the perimeter of the exterior of the fencing and gates which are required around the perimeter of all Solar Farms. Nothing contained herein shall be construed so as to require such continuous evergreen vegetative buffer to block reasonable access to a Solar Farm.

The evergreen vegetative buffer shall be composed of evergreen trees or shrubs of a type which at planting shall be a minimum of 4 feet in height and which shall be maintained at maturity at a height of not less than 6 feet in height. The evergreen trees or shrubs shall be spaced no more than ten feet apart (from the base of tree or shrub to the base of tree or shrub).

The evergreen vegetative buffer shall be carefully planted and shall be maintained in good condition. Failure to maintain the evergreen vegetative buffer shall constitute a violation of this ordinance.

The evergreen vegetative buffer requirements specified hereunder shall continue notwithstanding the fact that a Solar Farm is no longer operational and/or falls into disuse unless and until such Solar Farm is dismantled and removed from the parcel or parcels of land upon which it was constructed.

It is obvious that the solar companies are willing to comply with restrictions such as the ones delineated by Clay County; however, this compliance may only be the result of being forced to do so. It is in the interest of the community and the homeowners in the Wednesday Subdivision that the City of Kuna make similar demands on Origis to ensure that they become long term "good neighbors".

Sincerely

 Ivan Pupulidy, Ph.D.

RECEIVED
 SEP 22 2015
 CITY OF KUNA

Attention: City of Kuna Planning and Zoning Commission
 Subject: Public hearing on 09/29/15 for Boise Solar Power Appeal

Dear Commission,

I would like to raise three points about the proposed solar farm by Origis Energy USA, Inc.

1. Right project, Wrong location.

Solar energy may provide an alternative energy source for our community in the future. However, it is not sensible to locate this large acreage industrial facility next to an established neighborhood in Kuna.

There are other locations better suited to the industrial zoning requirement, which will create a barren landscape with highly unattractive solar panels. The original location of the solar facility, 4 miles south of the current proposition, was not bordered by any houses or established community. This was a sensible location, yet Origis Energy did not want to take the time to complete land-impact studies that would have been required by BLM, in order to cross the land with power lines.

If the BLM requires such studies for a non-populated area, why are these - or even greater studies, not required for the Wednesday Subdivision neighborhood? We ask you, the Kuna Planning and Zoning Commission, to be our protectors in this matter.

2. Does an Industrial Company have the right "to do anything on their own land", without regulation?

Like many people who live in Idaho, I appreciate the freedoms that I am afforded in this community. It is a common saying that "a man has a right to do what he wants on his own property". However, does a for-profit industrial company have the right to do anything they want on Kuna property?

Companies of all kinds are required to meet specific regulations that ensure the safety of the community. There is an even greater requirement for industrial companies. It seems as though Origis Energy is being given a "free pass" to do anything that they wish, without regulation. There has been no requirement for them to provide a specific plan, or monetary bond, for the removal of solar panels at the end of their life. No studies have been offered to show that neighboring homeowners and wildlife will not be negatively impacted - in fact, Origis Energy claims that no studies exist. As a resident that lives directly across Chief's Farm Lane from this site, I have to ask, "Are we looking at future health impacts and increased cancer rates?"

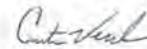
EXHIBIT B

3. What noise and traffic will be generated during the 8-month build out? Already, Origis has hired a company to begin assessment of a support system for the solar panels that uses impact drivers to hammer posts into the soil. There will be thousands of these posts, each taking 10 to 15 minutes to hammer into place. This is coupled with heavy machinery to do this work. The noise generated by this pounding is much louder and constant than anything we have experienced, including the beet relay station during harvest season. I can close my windows to block out the sound of beets being dumped into the trucks, but the noise of the solar stake pounding, along with the sound of back up beepers on the trucks, is far greater and *already* affecting my life. How many hours per day will this be going on, and for what time period?

There has been an estimate by Origis Energy that 300 workers will be present for the build out of the solar project. Chief's Farm Lane is a fragile dirt road, which is impacted by high traffic (e.g. beet truck traffic to the beet relay station just past my home). The beet traffic only lasts a few weeks during the season; however, Origis Energy expects the build out to take approximately 8 months. This increase in traffic will affect the road, as well as my family's safety and that of the neighborhood.

This is a major impact to anyone who resides in our neighborhood, as the sound in our area carries very clearly (I can hear the conversations of bikers on Cloverdale Road, 1/10 mile away). We request that the hours of work by Origis Energy be limited during the day and not present on weekends.

Thank you,



Crista Vesel, MSc
 18110 S Cloverdale Rd.
 Kuna, ID 83634

EXHIBIT B



**City of Kuna
Planning and Zoning Department
("Kuna P&Z")**

Submitted by:



Origis Energy USA, Inc

On Behalf of:

**ID Solar 1, LLC
(dba Boise City Solar)**

**Permitting Package Submission for
ID Solar 1, LLC (dba Boise City Solar)**

Submitted: July 16th, 2015

ATTN: CITY OF KUNA PLANNING & ZONING

**FROM: MICHAEL CHESTONE,
DIRECTOR OF DEVELOPMENT
ORIGIS ENERGY USA, INC.
1200 BRICKELL AVE, SUITE 1800
MIAMI, FLORIDA 33131
Email : michael.chestone@origisenergy.com**

All Documents after this page are
from the original P&Z case file.



PREAMBLE

Origis Energy USA, Inc., on behalf of **ID Solar 1, LLC (dba Boise City Solar)**, is honored to submit our permitting package for our solar project to the City of Kuna's Planning and Zoning department. Due to our Origis Group structure and our very relevant global photovoltaic ("PV") experience in general, we believe that we are offering a comprehensive solution to the region that can help to satisfy the growing demand for electricity in a safe and clean manner, while being a good member the community and contributing in a significant way to the local economy.

Contained within this permitting package, Origis Energy USA, Inc. will offer the unique combination of financial capability, asset management skills, project development, construction management ability and experience, backed by highly reputable U.S. financing institutions. By combining its experience, hands on knowledge and solar network, Origis is convinced it can successfully develop, engineer, finance, construct, operate and manage the Boise City Solar project while ensuring world-class standards for the community. This project will provide a series of benefits to the local community and economy, all of which will be further detailed in this package.

Origis Energy USA, Inc. will provide to Kuna P&Z all required information as requested throughout this process. We would also like to express our sincere desire to be a good long-term partner with the City of Kuna, Ada County and the rest of the Treasure Valley.

Origis Energy USA, Inc.

Guy Vanderhaegen, Managing Partner & President
Johan Vanhee, Chief Operational Officer
Samir Verstyn, U.S. Partner
Michael Chestone, Director of Development

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PART A: PROJECT OVERVIEW AND DETAILED LETTER(S)

I. Project Overview

The Boise City Solar project is a 40 MWac solar photovoltaic project that will sell power to Idaho Power Company under a long-term power purchase agreement. Interconnecting into Idaho Power Company's 138 kV Bowmont-Mora transmission line, the project will be complete with state-of-the-art technology to provide electricity in a safe and clean manner. With most of the facility being surrounded by company-owned property located east of S. Cloverdale Road and south of Barker Road, the project will be of minimal impact to the neighboring community. The project falls under the jurisdiction of both the Planning and Zoning Departments of both the City of Kuna as well as Ada County and is not within the boundaries of the Morley Nelson Snake River Birds of Prey National Conversation Area.

The project has met with City of Kuna staff and officials over the last several weeks and conducted a neighborhood meeting on Wednesday July 8th, 2015. This permit application package is submitting a Special Use Permit as a result of these discussions as well our own independent research. Additionally, the project has submitted a Master Application, Conditional Use Permit, Master Site Plan, Variance, Floodplain Application and Private Road application for a Central Power Facility with Ada County Planning and Zoning.

Natural Features Analyses results in limited impacts, with the exception being a small portion of the project in Ada County being within the Flood Hazard Overlay District (Zone A). Managing this unnumbered 'A' flood zone is more thoroughly described in the Detailed Letter Below. The project also sits within the Wildland-Urban Fire Interface, which is further described in the Detailed Letter Below and in Appendix 6.

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II. Detailed Letter(s)

a. Commission and Council Review

The project is a 40 MWac solar (photovoltaic) power station, complete with solar modules, mounting hardware, electrical wiring, inverters and a substation. It will occupy approximately 180 acres of the 220 acres that it is currently sited on. All of the land is currently in hay production and is classified as being within the Agricultural zone. The project is a Public Service Facility and satisfies all of the requirements of Kuna City Code 5-1-6-2 and is consistent with a use on Agriculturally zoned land. Site Information and parcel detail can be found in Appendix 1. Deeds for all properties can be found in Appendix 5. Other Proof of Ownership documents (Affidavit of Legal Interest) can be found in Appendix 2.

Access to this Public Service Facility will be strictly controlled with access gates and a chain link fence with barbed wire. Adequate security systems will be installed to protect the project and the public. The facility requires very little human presence on-site on a day-to-day basis (if any). Scheduled routine maintenance includes dust control, vegetation management, panel washing and inspections of electrical and mechanical components. All scheduled maintenance is during normal business hours, with only emergency type maintenance occurring during evening or night hours.

After commercial operation, crews will be small in number and shouldn't require more than a few vehicles to ever be on site. The array fields will be accessed by vehicles and minimal parking is required as it will be highly unlikely for a worker to leave his vehicle on one part of the project site. More information on parking can be found in Appendix 11.

A draft landscaping plan has been included in Appendix 12. This plan will be more thoroughly developed in coordination with City of Kuna staff to ensure that it meets the goals of the city and the public, while not posing any material obstructions to the project. Landscaping will need to height restrictions included and buffer away from the panels so as not to cause shading.

Signage and lighting is generally minimal on these types of projects. The only signs anticipated are those that are required by the City of Kuna or other authorities having jurisdiction as well as some small warning signs around the perimeter fence to warn trespassers of the dangers of entering the project area. Company contact information may be displayed near the access gates. Perimeter lighting as well as lighting near entrances and inverter pads will be considered and it may be the case that this lighting is only turned on when the security system and alarm is triggered. These lights would be able to be controlled remotely and turned on and off on demand. More information on lighting and signage plans can be found in Appendices 9 & 10 (respectively).

Photos were taken in compliance with the Commission and Council Review Application and can be found in Appendix 13.

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b. Special Use Permit

The sole purpose of the project is generating a source of clean electricity for sale to the local electric utility, Idaho Power Company. The project is not detrimental to public health, safety or welfare. On the contrary, it is generating a highly sought after commodity (electricity) in one of the cleanest possible ways on earth. Electricity will be generated via non-reflective solar photovoltaic modules that will be mounted on a single-axis tracking or fixed-tilt mounting structure. Power conversion stations (consisting of inverters and transformers) will sit on either concrete or pier type foundations. Electrical cabling for the project shall be underground, overhead or in code-approved conduit, raceways and/or ductbank. A new project substation will be constructed near the corner of Cloverdale Road and Barker Road on the project property. Examples of equipment that may be used can be found in Appendix 16.

Temporary construction facilities will be constructed upon mobilization to site for receiving of materials as well as temporary vehicular traffic and parking for workers. This staging area is anticipated to be roughly 2-3 acres in size. Most deliveries will be brought directly into the field and unloaded near where they will be installed. Temporary office facilities during construction may require an additional 4-5 acres. All of these temporary facilities will be removed once construction is complete. Construction is anticipated to last for 7-8 months.

A private road within Ada County's jurisdiction, "West Chief's Farm Lane", will need to be extended and access roads throughout the property will meet all county and fire department requirements. Gates will observe all minimum setback requirements and will consist of a two-way swinging or retracting chain link fence gate that will be manual in nature with no power. Three way locks, "Knox box" or other access will be provided to all emergency responders.

Survey-related information (legal description, metes and bounds description, map of legal boundaries and closure sheet) can be found in Appendix 15. Proof of Ownership and Deeds can be found in Appendices 2 & 5 (respectively). A vicinity map can be found in Appendix 14. A draft landscape plan can be found in Appendix 12. A site development plan can be found in Appendix 4. A Commitment of Property Posting can be found in Part B-II. All Neighborhood Meeting materials can be found in Appendix 3.

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c. Design Review Checklist

The facility is nearly silent once in operation and the panels are designed to absorb light and not reflect it, so impacts to the neighboring area will be minimal. Visual impacts will be further reduced with fencing, landscaping and or berms where appropriate and allowed by code (further described herein). The facility has an expected operational life of at least 30 years and could be in operation for as much as 40 years (or more).

Small crews of maintenance workers will be on a preventative maintenance schedule, but will also be dispatched over and above this scheduled maintenance on an as-needed basis to ensure the safe operation and visual aesthetics of the project area. The project will not be manned on a full-time basis, but will have employees coming to the site throughout the year to perform scheduled routine maintenance. Unless an emergency situation arises, this work is anticipated to be during normal business hours. At the peak of construction, 200 or more workers may be in the field.

Limited water needs will be satisfied with an existing 3,000 GPM well and project-controlled water rights. The total water required for operation is estimated to be about one-half of an acre foot and only used for panel washing. No additional irrigation is anticipated and any existing underground utilities will be located and either removed or avoided during construction. The existing well that will provide water for construction and operation is located near the barn near the center of the northern border of parcel # S2110314800.

A site plan can be found in Appendix 4, including easements, setbacks, roads, property lines and structures. The site entrance off of Barker Road (leading to the very northwestern corner of the site) as well as West Chief's Farm Lane (after diverging from Cloverdale Road) shall be paved for the first 30' as required by regulation. Gates will observe all minimum setback requirements and will consist of a two-way swinging or retracting chain link fence gate that will be manual in nature with no power. Three way locks, "Knox box" or other access will be provided to all emergency responders. All gates shall have a "fail open box".

The project will work with the City of Kuna Planning and Zoning, Ada County Highway District and Kuna Fire to ensure that all roads, entrances, gate and access meet agency requirements. The approach to civil engineering allows the project to have a very minimal impact on the ground itself and the project is designed to conform to the natural features of the land. Mounting structures will follow the natural contours of the land and will not require extensive grading or balancing of the site. The project will meet and/or exceed all setback requirements of the applicable codes.

The underlying ground is not being improved significantly and the installation of the arrays has insignificant impact to the drainage patterns and drainage flows. The only impacts are going to be at any structures or pavement (where required) that will increase the flow. The only area where improvements will be required for drainage will be near the substation where some storm water retention swales will be developed to handle the drainage. There are no fire hydrants on the property.

Structure locations can be seen on our Site Plan in Appendix 4. There will be no public pedestrian access and the entire area will be monitored with a high-tech security system. The project does not contemplate an outdoor speaker system or sewer system.

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Project team members have met with Idaho Department of Fish and Game to introduce them to the project and have received a preliminary letter that can be found in Appendix 8. It is anticipated that Idaho Department of Fish and Game will be reviewing this application further as part of the public agency review process. Our third-party environmental screening efforts have shown no sensitive plant or wildlife species on the property.

The project has been through a rigorous analysis process to ensure minimal impact to the environment where it will be operated. Criteria used for the site screening analysis included: State and federal permitting status, scenic resources within five miles of the project area, historic sites within five miles of the project area, mapped Federal Critical Habitat, waters of the United States and wetlands, known migratory bird and bat areas, mapped locations of State and federally listed rare, threatened and endangered species within five miles of the project area and other local permitting requirements. With the exception of the unnumbered 'A' flood zone, the results of these studies yielded no results in the project area and the maps can be found in Appendix 7.

Surveys teams recently provided 1' contour interval data for the project, which can be found in Appendix 7. Stormwater drainage studies are being conducted and will be submitted as part of our submittals for drainage and building permits once final civil and site engineering is completed. A Custom Soil Resources Report by the Natural Resources Conservation Service is provided in Appendix 7. Existing vegetation on the site is mostly comprised of agricultural crops. Outside of the land that is currently in agricultural production, the site is abandoned agriculture with low-productivity ground and miscellaneous ground cover (rock, small sage brush and shrub type). A vegetation management plan will be developed to ensure the safe operation of the facility as well as to be in compliance with fire requirements.

These types of projects generally require little to no landscaping and we expect that to be the case for this particular case (with the exception being along Cloverdale Road and a short span on Barker). It is anticipated that the City of Kuna will have some light landscaping requirements on the east side of Cloverdale Road and along a portion of Barker Road where it heads east from Cloverdale, but the rest of the project is pretty well hidden and mostly surrounded by other property that is owned by the project or BLM. The project area is surrounded by a 5-6' chain link fence with three strands of barbed wire. This project emits very little sound and no noise barriers will be installed.

Signage and lighting is generally minimal on these types of projects. The only signs anticipated are those that are required by the City of Kuna or other authorities having jurisdiction as well as some small warning signs around the perimeter fence to warn trespassers of the dangers of entering the project area. Company contact information may be displayed near the access gates. Perimeter lighting as well as lighting near entrances and inverter pads will be considered and it may be the case that this lighting is only turned on when the security system and alarm is triggered. These lights would be able to be controlled remotely and turned on and off on demand.

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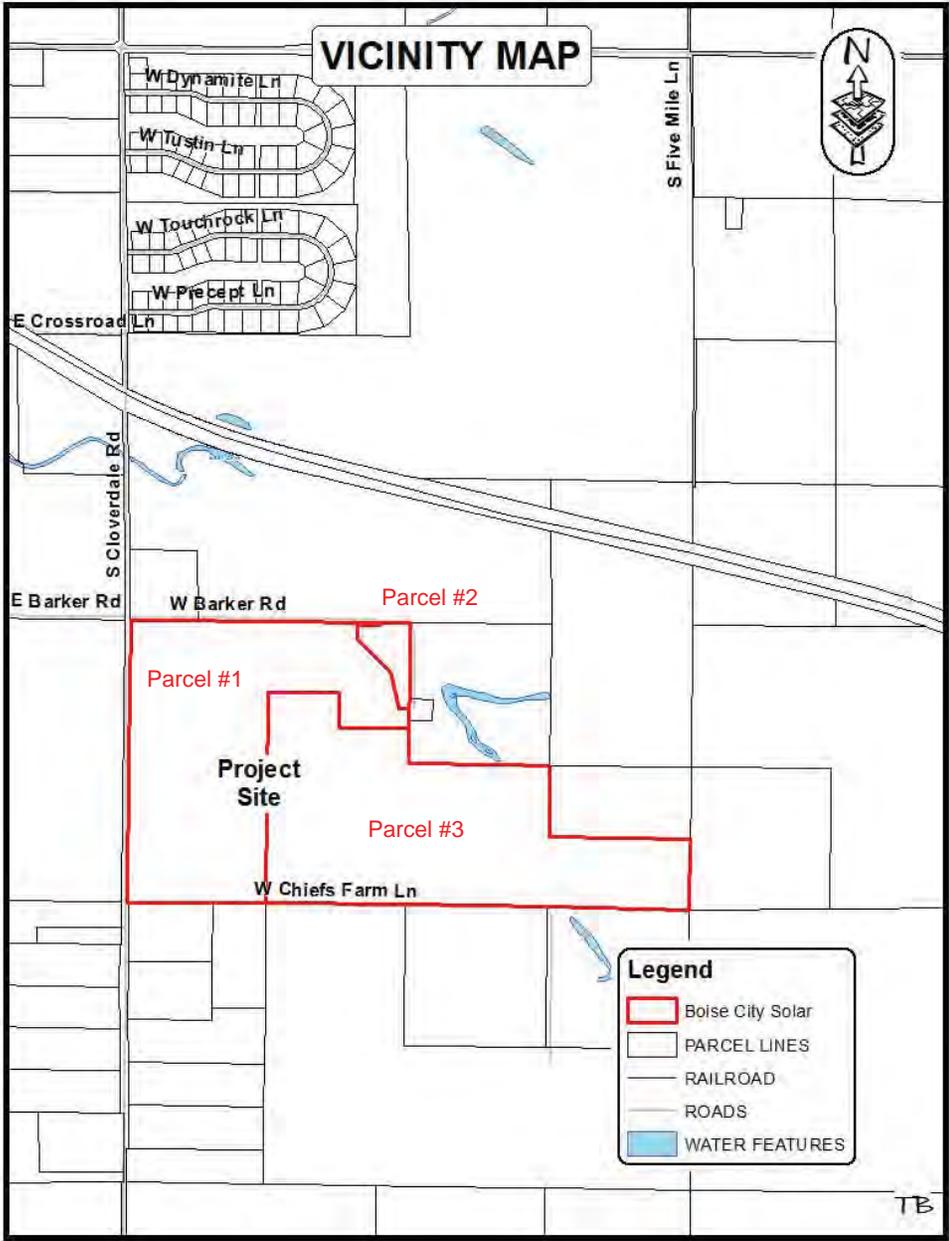
Due to the un-manned nature of these facilities, only a small parking area is proposed directly south of West Chief's Farm Lane on the western side of the project. Limited spaces will be built here and they will be compacted native earth or crushed rock as required (not pavement). Technicians who do need to be on site will generally drive their vehicle out to the area where they are servicing and not park in a centralized location. However, this area will be dedicated in the rare event that some parking does indeed become necessary. No additional permanent loading zones are required for the project. No bicycle or ADA parking will be required.

The project falls within Kuna Rural Fire District boundary. Parcel # S2111300000 is currently outside of the Kuna Rural Fire District boundary, but the project anticipates annexing this portion of the project into their district. The project will comply with all of the elements of ACC 8-3B (Wildland-Urban Interface) to help to minimize the potential of spreading fire from wildland areas into structures. All internal project access roads will have adequate turning radii and shall not dead end. All private roads will have vehicular turnouts 8' wide by 30' long, which shall be spaced at a maximum interval of 700'. A vegetation management system will be implemented to ensure compliance with ACC 8-3B-3.

Survey-related information (legal description, metes and bounds description, map of legal boundaries and closure sheet) can be found in Appendix 15. Proof of Ownership and Deeds can be found in Appendices 2 & 5 (respectively). A vicinity map can be found in Appendix 14. A draft landscape plan can be found in Appendix 12. A site development plan can be found in Appendix 4. A Commitment of Property Posting can be found in Part B-II. All Neighborhood Meeting materials can be found in Appendix 3. An aerial photo can be found in Appendix 14.

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from the original P&Z case file.

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I. Commission and Council Review Application



City of Kuna
Planning & Zoning
Department
P.O. Box 10
Kuna, Idaho 83634
208.362.5274
Fax: 208.362.5899
Website: www.cityofkuna.com

Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application.

Type of Review (check all that apply):

- Annexation
- Appeal
- Comprehensive Plan Amendment
- Design Review
- Development Agreement
- Final Planned Unit Development
- Final Plat
- Lot Line Adjustment
- Lot Split
- Planned Unit Development
- Preliminary Plat
- Rezone
- Special Use
- Temporary Business
- Vacation
- Variance

For Office Use Only	
File Number (w)	15-04-SUP & 15-05-DRC
Project Name	Boise City Solar Proj.
Date Received	July 15, 2015
Date Accepted/Complete	July 20, 2015
Check Reference Files	
Commission Hearing Date	Aug. 11, 2015
City Council Hearing Date	N/A

Contact/Applicant Information

Owners of Record: Anderson Enterprises Inc. Address: 17220 S. Cloverdale Road City, State, Zip: Kuna, ID, 83634	Phone Number: (208)994-1306 E-Mail: Fax #:
Applicant (Developer): ID Solar 1, LLC. Address: 1200 Brickell Ave, Suite 1800 City, State, Zip: Miami, FL, 33131	Phone Number: (305)560-7539 E-Mail: michael.chestene@origisenergy.com Fax #: (786)221-4237
Engineer/Representative: Address: City, State, Zip:	Phone Number: E-Mail: Fax #:

Subject Property Information

Site Address: S. Cloverdale Road, Kuna, ID, 83634	
Site Location (Cross Streets): SE Corner of Cloverdale Road and Barker Road	
Parcel Number (s): 92110223000, 92110130600, 92110212400	See Appendix 1 for Land Info
Section, Township, Range: Section 10, Township 1N, Range 1E	
Property size: Approximately 220 acres, approximately 180 used in project	
Current land use: Agriculture	Proposed land use: Public Service Facility
Current zoning district: Agricultural	Proposed zoning district: Agricultural

Commission & Council Review App.

Form 1008

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Project Description

Project / subdivision name: ID Solar 1, LLC (dba Boise City Solar)
General description of proposed project / request: The project is a 40 MWac photovoltaic solar power station, complete with solar modules, mounting hardware, electrical wiring, inverters and a substation.
Type of use proposed (check all that apply):
<input type="checkbox"/> Residential
<input type="checkbox"/> Commercial
<input type="checkbox"/> Office
<input type="checkbox"/> Industrial
<input checked="" type="checkbox"/> Other: Public Service Facility
Amenities provided with this development (if applicable): N/A

Residential Project Summary (if applicable)

Are there existing buildings? <input type="checkbox"/> Yes <input type="checkbox"/> No
Please describe the existing buildings:
Any existing buildings to remain? <input type="checkbox"/> Yes <input type="checkbox"/> No
Number of residential units: _____ Number of building lots: _____
Number of common and/or other lots: _____
Type of dwellings proposed:
<input type="checkbox"/> Single-Family
<input type="checkbox"/> Townhouses
<input type="checkbox"/> Duplexes
<input type="checkbox"/> Multi-Family
<input type="checkbox"/> Other
Minimum Square footage of structure (s): _____
Gross density (DU/acre-total property): _____ Net density (DU/acre-excluding roads): _____
Percentage of open space provided: _____ Acreage of open space: _____
Type of open space provided (i.e. landscaping, public, common, etc.): _____

Non-Residential Project Summary (if applicable)

Number of building lots: N/A	Other lots: N/A
Gross floor area square footage: N/A	Existing (if applicable): N/A
Hours of operation (days & hours): 24x7 365 days	Building height: N/A
Total number of employees: 1-2	Max. number of employees at one time: 300
Number and ages of students/children: N/A	Seating capacity: N/A
Fencing type, size & location (proposed or existing to remain): Chain link fencing around perimeter for safety and security. Access gates will meet code requirements	
Proposed Parking: See Appendix 11	a. Handicapped spaces: _____ Dimensions: _____
	b. Total Parking spaces: _____ Dimensions: _____
	c. Width of driveway aisle: _____
Proposed Lighting: See Appendix 9	
Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): See Appendix 12	

Applicant's Signature

Date: 07/15/2015

Commission & Council Review App.

Form 1008

May 2010

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II. Special Use



City of Kuna
Planning & Zoning
Department
P.O. Box 12
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Website: www.cityofkuna.com

Special Use Checklist

Special Use requires a public hearing with the Planning & Zoning Commission. A public hearing sign will be required to be posted by the applicant for the meeting. Sign posting regulations are available online.

Project name: **Boise City Solar 15-04-SUP** Applicant: **ID Solar 1, LLC**

All applications are required to contain one copy of the following:

Appendix	Applicant ()	Description	Staff ()
	<input checked="" type="checkbox"/>	Completed and signed Commission & Council Review Application	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	Detailed submital letter explaining how the project enhances and beautifies the community and types of services the project will provide.	<input type="checkbox"/>
Appendix 15	<input checked="" type="checkbox"/>	Legal description of the property. include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	<input type="checkbox"/>
Appendix 2	<input checked="" type="checkbox"/>	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties)	<input type="checkbox"/>
Appendix 14	<input checked="" type="checkbox"/>	B 1/2 x 11 vicinity map showing streets, driveways, property lines, etc.	<input type="checkbox"/>
Appendix 12	<input checked="" type="checkbox"/>	Landscape plan drawn to scale as the same size as the site development plan with the following details: ◊ Type, size and location of all existing & proposed plant materials and other ground covers. The size of plants at planting and maturity should be included. ◊ Existing vegetation labeled to remain or to be removed with landscaping on adjacent properties by area (s) to be considered. ◊ Method of irrigation. ◊ Cross-sections through areas of special features, berms, retaining walls, etc. ◊ Footprints of all structures to be constructed.	<input type="checkbox"/>
Appendix 4	<input checked="" type="checkbox"/>	Site development plan on 24x36 to scale (not smaller than 1"=30 unless otherwise approved) with the following information: ◊ Building locations—existing and proposed with spare-footages ◊ Fences—existing, surrounding and proposed ◊ Off-street parking, circulation and driveway locations and types ◊ Location and size of adjacent streets and driveways. ◊ North arrow and property lines. ◊ Drawings of major exterior elevations. ◊ Building materials and color scheme. ◊ Existing grades and proposed new grades. ◊ Existing lighting and proposed lighting.	<input type="checkbox"/>
Appendix 3	<input checked="" type="checkbox"/>	Commitment of Property Posting form signed by the applicant/agent.	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application)	<input type="checkbox"/>

Note: Only one copy of the above items need to be submitted when applying for multiple applications. This application shall not be considered complete (nor will a Public Hearing be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.

Special Use Form

Form 2009R

May 2010
Page 1



City of Kuna
**AFFIDAVIT OF
LEGAL INTEREST**

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
County of Ada) ss:
I, Boyd Anderson 17320 S CLOVERDALE RD
Name Address
Kuna ID 83634
City State Zip Code

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

- A. That I am the record owner of the property described on the attached, and I grant my permission to ID Solar 1, LLC 1200 Brickell Ave, Suite 1800, Miami, FL, 33131
Name Address
to submit the accompanying application pertaining to that property.
- B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.
- C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s).

Dated this 15th day of July, 2015

Boyd Anderson
Signature

Subscribed and sworn to before me the day and year first above written.

Linda D. Brandon
Notary Public for Idaho
Residing at: Boise, Idaho
My commission expires: 03-30-2019

Special Use Form

Form 2009R

May 2010
Page 2



City of Kuna

Commitment of Property Posting

P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website:
www.cityofkuna.com

Per City Code 5-1A-8, the applicant for all applications requiring a public hearing shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice or the application (s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign (s) were posted. Unless such Certificate is received by the required date, the hearing will be continued.

The sign (s) shall be removed no later than three (3) days after the end of the public hearing for which the sign (s) had been posted.

I am aware of the above requirements and will comply with the posting requirements as stated in Kuna City Code 5-1A-8

Applicant/agent signature

07/15/2015

Date



III. Design Review Checklist



**City of Kuna
Design Review
Application**

P.O. Box 13
Kuna, Idaho 83634
(208) 922.5274
Fax: (208) 922.5989
Website: www.cityofkuna.com

FILE NO.	15-04-SUP and 15-05-DRC - Boise City Solar
CROSS REF	
FILES	

The City of Kuna has adopted a Design Review process whose purpose is to make Kuna a pleasant and comfortable place to live and work. This Design Review process is based on standards and guidelines found in the Design Review Ordinance No. 2007-02 and the Architecture and Site Design Booklet. Both of these documents can be found online (www.cityofkuna.com) or are picked up in the City's Planning and zoning department is located at 763 W Avalon, Kuna ID. Staff is glad to assist you with your application form.

The Design Review application applies to the following land use actions:

- ▶ Multi-family dwellings (3 or more)
- ▶ Commercial
- ▶ Industrial
- ▶ Institutional
- ▶ Office
- ▶ Common Area
- ▶ Subdivision Signage
- ▶ Proposed Conversions
- ▶ Proposed changes in land use and/or building use or exterior remodeling
- ▶ Exterior restoration, and enlargement or expansion of existing buildings, signs or sites.

Application Submittal Requirements

Comments	Required	Met
<input checked="" type="checkbox"/> Date of pre-application meeting : 07/08/2015 <i>Note: Pre-Applications are valid for a period of three (3) months.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> A complete Design Review Application form <i>Note: It is the applicant's responsibility to use a current application.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Detailed letter of explanation or justification for the application, describing the project and design elements, and how the project complies with Design Review standards.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> One (1) Vicinity Map (8 1/2" x 11") at 1" = 300' scale (or similar), label the location of the property and adjacent streets.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> One 8 1/2" x 11" colored aerial photo depicting proposed site, street names, and surrounding area within five-hundred feet (500').	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Copy of Deed, and, if the applicant is not the owner, an original notarized statement (affidavit of legal interest) from the owner (and all interested parties) stating the applicant is authorized to submit this application.	<input type="checkbox"/>	<input type="checkbox"/>



- Detailed site, landscape, drainage plan, elevation and to scale. (No smaller than 1"=30', unless otherwise approved.)
- One of each plan (site, landscape, drainage plan and elevations) is required to be submitted in the following plan sizes:
 - (1) 24" X 36" TO SCALE COPIES
 - (1) 11" X 17" REDUCTIONS
 - (1) 8 1/2" X 11" REDUCTIONS
- Provide a color rendering and material sample board specifically noting where each color and material is to be located on the structure.
Note: Provide photo of the colored rendering and material samples board to City Staff electronically in a JPG or PDF format.
- The Applicant is obligated to provide a site plan that graphically portrays the site and includes the following features.

Site Plan

- | Applicant Use | Staff Use |
|--|--------------------------|
| <input checked="" type="checkbox"/> North Arrow | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> To scale drawings | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Property lines | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Name of "Plan Preparer" with contact information | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Name of project and date | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Existing structures. Identify those which are to be relocated or removed | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> On-site and adjoining streets, alleys, private drives and rights-of-way | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Drainage location and method of on-site retention / detention | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Location of public restrooms | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Existing / proposed utility service and any above-ground utility structures and their location | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Location and width of easements, canals and drainage ditches | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Location and dimension of off-street parking | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Locations and sizes of any loading area, docks, ramps and vehicle storage or service areas | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Trash storage areas and exterior mechanical equipment, with proposed method of screening | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Sign locations (a separate sign application must be submitted with this application) | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> On-site transportation circulation plan for motor vehicles, pedestrians and bicycles | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Locations and uses of ALL open spaces | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Locations, types and sizes of sound and visual buffers (Note: all buffers must be located outside the public right-of-way) | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Parking layout including spaces, driveways, curb cuts, circulation patterns, pedestrian walks and vision triangle | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Locations of subdivision lines (if applicable) | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Illustration that demonstrates adequate sight distance is provided for motor vehicles, pedestrians and bicycles | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Location of walls and fences and indication of their height and material of construction | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Roeline and foundation plan of building, location on the site | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Location and designations of all sidewalks | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Location and designation of all rights-of-way and property lines | <input type="checkbox"/> |



Landscape and Streetscape Plan

The landscape and streetscape plans need to be drawn by the project architect, professional landscape architect, landscape designer, or qualified nurseryman for development's possessing more than twelve thousand (12,000) square feet of private land. The landscaped and streetscape plans must be colored. The Planning Director or City Forester may require the preparation of a landscape plan for smaller developments by one of the noted individuals if the lot(s) have unique attributes.

- | Applicant Use | Staff Use |
|--|--------------------------|
| <input checked="" type="checkbox"/> North Arrow | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> To scale drawings | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Boundaries, property lines and dimensions | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Name of "Plan Preparer" with contact information | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Name of project and date | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Type and location of all plant materials and other ground covers.
<i>Please review the City's plant list and rely upon it to identify the site's planting strategy. Include botanical and common name, quantity, spacing and sizes of all proposed landscape materials at the time of planting, and at maturity. A list of acceptable trees is available upon request from City Planning Staff. If there are any questions, please contact the City Forester, Natalie Reeder, at 208.880.0953</i> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Existing vegetation identified by specific size. Identify those which are proposed to be relocated or removed. | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Method of irrigation.
<i>Note: All plant materials, except existing native plants not damaged during construction or xeriscape species shown not to require regular watering, shall be irrigated by underground sprinkler systems set on a timer in order to obtain proper watering duration and ease of maintenance.</i> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Location, description, materials, and cross-sections of special features, including berms, retaining walls, hedges, fences, fountains street/pathway furniture (benches, etc.), etc. | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Sign locations
<i>Note: A separate sign application must be submitted with this application.</i> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Locations and uses for open spaces | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Parking layout including spaces, driveways, curb cuts, circulation patterns, pedestrian walks and vision triangle | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Illustration that demonstrates adequate sight distance is provided for motor vehicles, pedestrians and bicycles | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Location and designations of all sidewalks | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Engineered grading and drainage plans: A generalized drainage plan showing direction drainage with proposed on-site retention. Upon submission of building/construction plans for an approved design review application, a detailed site grading and drainage plan, prepared by a registered professional engineer (PE) shall be submitted to the City for review and approval by the City Engineer. | <input type="checkbox"/> |



Building Elevations

- | | |
|--|--|
| <p><small>REQUIREMENTS</small></p> <p><input checked="" type="checkbox"/> Detailed elevation plans of each side of any proposed building(s) or addition(s)
<i>Note: Four (4) elevations to include all sides of development and must be in color.</i></p> <p><input checked="" type="checkbox"/> Identify the elevations as to north, south, east, and west orientation</p> <p><input checked="" type="checkbox"/> Colored copies of all proposed building materials and indication where each material and color application is to be located
<i>Note: Submit as 11"x17" reductions</i></p> <p><input checked="" type="checkbox"/> Screening/treatment of mechanical equipment</p> <p><input checked="" type="checkbox"/> Provide a cross-section of the building showing any roof top mechanical units and their roof placement</p> <p><input checked="" type="checkbox"/> Detailed elevation plans showing the materials to be used in construction of trash enclosures</p> | <p><small>DATE</small></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> |
|--|--|

Lighting Plan

- | | |
|---|--|
| <p><small>REQUIREMENTS</small></p> <p><input checked="" type="checkbox"/> Exterior lighting including detailed cut sheets and photometric plan (pedestrian, vehicle, security, decoration)</p> <p><input checked="" type="checkbox"/> Types and wallage of all light fixtures
<i>Note: The City encourages use of "dark sky" lighting fixtures</i></p> <p><input checked="" type="checkbox"/> Placement of all light fixtures shown on elevations and landscaping plans</p> | <p><small>DATE</small></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> |
|---|--|

Roof Plans

- | | |
|--|--|
| <p><small>REQUIREMENTS</small></p> <p><input checked="" type="checkbox"/> Size and location of all roof top mechanical units</p> | <p><small>DATE</small></p> <p><input type="checkbox"/></p> |
|--|--|



Design Review Application

Applicant: ID Solar 1, LLC (dba Boise City Solar) Phone: (305)560-7539

Owner Representative Fax/Email: michael.chestone@origenenergy.com

Applicant's Address: 1200 Brickell Ave, Suite 1800

Miami, FL Zip: 33131

Owner: ID Solar 1, LLC. Phone: (305)560-7539

Owner's Address: 1200 Brickell Ave, Suite 1800 Email: michael.chestone@origenenergy.com

Miami, FL Zip: 33131

Represented By: Michael Chestone Phone: _____

Address: _____ Email: _____

Zip: _____

Address of Property: S. Cloverdale Road

Kuna, ID Zip: 83634

Distance from Major Street: 0' Street Name(s): Barker Road

Please check the box that reflects the intent of the application:

- | | |
|--|---|
| <input type="checkbox"/> BUILDING DESIGN REVIEW | <input type="checkbox"/> DESIGN REVIEW MODIFICATION |
| <input type="checkbox"/> SUBDIVISION / COMMON AREA LANDSCAPE | <input checked="" type="checkbox"/> STAFF LEVEL APPLICATION |



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.com

GORDON N. LAW
 CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
 Email: glaw@cityofkuna.com

MEMORANDUM

TO: Director of Kuna Planning and Zoning

FROM: Gordon N. Law
 Kuna City Engineer

RE: Origis Energy Project
 Solar Farm
 15-04-SUP

DATE: July 22, 2015

The City Engineer has reviewed the Special Use Permit request of the above applicant dated July 20, 2015. It is noted that specific development plans are provided, which includes 190 acres of solar panels within a 220 acre site. Accordingly, the City Engineer provides the following comments:

1. Sanitary Sewer Needs

- a) The proposed solar farm site does not have City sewer service and does not anticipate requiring sewer service.

2. Potable Water Needs

- a) The proposed solar farm site does not have City water service and does not anticipate requiring water service. The site has an on-site private well which will be used for intermittent operational needs.

3. Pressure Irrigation

- a) The proposed solar farm site does not have City pressure irrigation service and does not anticipate requiring pressure irrigation service. The site has an on-site private well which will be used for intermittent operational needs.

4. Grading and Storm Drainage

The following is required because alteration of surface features is proposed (such as grading or paving) in connection with this application:

- a) Runoff from public right-of-way is regulated by ACHD or ITD, depending on the agency responsible for the right-of-way. Plans are required to conform to the appropriate agency standards.
- b) Exclusive of public right-of-way, any increase in quantity or rate of runoff or decrease in quality of runoff compared to historical conditions must be detained, treated and released at rates no greater than historical amounts. In the alternative, offsite disposal of storm water in excess of historical rates or conditions of disposal at locations different than provided historically, approval of the operating entity is required. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of any private disposal system.
- c) The city is now requiring with every new development, a documentation map that illustrates the surface and sub-surface water irrigation supply as well as drainage ways that exist in the applicant's property and in the right-of-way adjacent to the proposed development to be submitted with construction plans. The map must include 2-foot contours, a layout and essential features of existing irrigation ditches, drainage ditches and pipelines within and adjacent to the proposed development. Open and piped facilities should be noted. The map should include any proposed changes to the systems.
- d) All upstream drainage rights and downstream water delivery rights are to be preserved as a condition of development. Constructed facilities to preserve these rights must be designed by a licensed professional engineer, plans provided with the project plan set for review by the City Engineer and constructed in a manner and with materials acceptable to the City Engineer. Facilities provided must be accessible for continued maintenance, and if necessary, replacement.

5. General

- a) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
- b) State the vertical datum used for elevations on all drawings.
- c) Provide engineering certification on all final engineering drawings.

6. Inspection Fees (Not applicable)

7. Right-of-Way

The subject property fronts on S Cloverdale Road, the extension of Barker Road and the extension of S Five Mile Road – all of which are on section lines. In addition, W Chiefs Farm Lane and an unnamed private lane both lie on quarter or mid-mile lines. The project, except during construction, does not add appreciable traffic load to the street network which is not heavily used now. Accordingly, the City Engineer makes no specific recommendations regarding the transportation system.

- a) It is recommended approaches onto classified streets comply with ACHD approach policies.

8. As-Built Drawings (Probably not applicable)

As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes, but

will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted.

9. Phasing of Development (Phasing not proposed)

10. Property Description

- a) The applicant provided a metes and bounds property description of the subject parcel.



Jim D. Hansen, President
Sara M. Baker, Vice President
Rebecca W. Arnold, Commissioner
Kent Goldthorpe, Commissioner
Paul Woods, Commissioner

August 3, 2015

To: Michael Chestone
Origis Energy USA, Inc.
1200 Brickell Ave. Ste. 1800
Miami, FL 33131

Subject: ADA15-0054 (201501245-CU) / KUNA15-0004 (15-04-SP)
SEC of Cloverdale Road and Barker Road.
Solar Facility

In response to your request for comment, the Ada County Highway District has reviewed the submitted application and site plan for the item referenced above. It has been determined that ACHD has site specific conditions of approval for this application.

A. Findings of Fact

1. Private Roads

- a. **Private Road Policy:** District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:

- Designed to discourage through traffic between two public streets,
- Graded to drain away from the public street intersection, and
- If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

- b. **Applicant Proposal:** The applicant is proposing to construct a private road.

- c. **Staff Comments/Recommendations:** If Ada County approves the private road, the applicant shall be required to pave the private roadway a minimum of 20 to 24-feet wide and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by Ada County, the applicant will be required to revise and resubmit.

Street name and stop signs are required for the private road. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:

- Dedicate a minimum of 50-feet of right-of-way for the road.
- Construct the roadway to the minimum ACHD requirements.
- Construct a stub street to the surrounding parcels.

B. Site Specific Conditions of Approval

1. Pave the private roadway and driveways a minimum of 20 to 24-feet wide and at least 30-feet into the site beyond the edge of pavement of all public streets.
2. A Traffic Impact Fee will be assessed by ACHD and will be due prior to issuance of a building permit.
3. Plans shall be submitted to the ACHD Development Review Department for plans acceptance, and impact fee assessment (if an assessment is applicable).
4. Comply with the Standard Conditions of Approval as noted below.

C. Traffic Information

Trip Generation

Condition of Area Roadways: Traffic Count is based on Vehicles per hour (VPH)

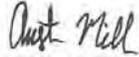
Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Cloverdale Rd.	2,625-feet	Local	66	N/A

Average Daily Traffic Count (VDT): Average daily traffic counts are based on ACHD's most current traffic counts

- The average daily traffic count for Cloverdale Road south of Kuna Mora Road was 1,133 on June 14, 2007.

If you have any questions, please feel free to contact me at (208) 387-6335.

Sincerely,



Austin Miller
Planner I
Development Services

cc: City of Kuna
Ada County

Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.6, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary of Highway Systems, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.



CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Return to:

- ACZ
- Boise
- Eagle
- Garden City
- Kuna
- Meridian
- Star

Rezone # _____

Conditional Use # 15-04-SUP

Preliminary / Final / Short Plat _____

Sect. 4

RECEIVED
JUL 30 2015
CITY OF KUNA

1. We have No Objections to this Proposal.
 2. We recommend Denial of this Proposal.
 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
 4. We will require more data concerning soil conditions on this Proposal before we can comment.
 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - waste flow characteristics
 - bedrock from original grade
 - other _____
 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - community sewage system
 - community water well
 - interim sewage
 - central water
 - individual sewage
 - individual water
 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage
 - community sewage system
 - community water
 - sewage dry lines
 - central water
 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
 12. We will require plans be submitted for a plan review for any:
 - food establishment
 - swimming pools or spas
 - child care center
 - beverage establishment
 - grocery store
 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.
 14. If any building is constructed that will have plumbing - a septic permit will be required
- Reviewed By: [Signature]
Date: 7/24/15



STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
BOISE REGIONAL OFFICE
1445 North Orchard Street • Boise, ID 83706-2239 • (208) 373-0550

DEQ Response to Request for Environmental Comment

Date: 08/03/2015
Agency Requesting Comments: City of Kuna Planning and Zoning
Date Request Received: 07/20/2015
Applicant/Description: 15-04-SUP SEC Cloverdale & Barker Roads

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <http://www.deq.idaho.gov/ieg/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. Air Quality

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

For questions, contact David Luft, Air Quality Manager, at 373-0550.

- IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater and Recycled Water

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.

Page 2 of 4

All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Todd Crutcher, Engineering Manager, at 373-0550.

3. Drinking Water

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.

All projects for construction or modification of public drinking water systems require preconstruction approval.

- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at <http://www.deq.idaho.gov/water-quality/drinking-water.aspx>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Todd Crutcher, Engineering Manager at 373-0550.

4. Surface Water

- A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.

Page 3 of 4

- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one acre, a stormwater permit from EPA may be required.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call 208-334-2190 for more information. Information is also available on the IDWR website at: <http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at 373-0550.

5. Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

Page 4 of 4

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

For questions, contact Dean Ehlert, Waste & Remediation Manager, at 373-0550.

6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.

Sincerely,

Danielle Robbins

Danielle Robbins
danielle.robbs@deq.idaho.gov
 Boise Regional Office
 Idaho Department of Environmental Quality

C: File # 2073



9. Lighting

Final design of the lighting plan is not complete, but typical lighting plans for these types of projects are minimal in nature and are only used for safety and security purposes. Typical locations for lighting is near access gates, inverter stations and some perimeter lighting. Many of Origis' existing plants in operation only have lighting that will illuminate in the event when the security alarm is breached and have remote control capability to turn it off or on. The Origis team will work closely with the City of Kuna to develop a lighting plan that allows for a safe and secure operation of the plant within the applicable codes.

10. Sign Plan

Final design of the signage plan is not complete, but typical signage plans for these types of projects are minimal in nature and are only used for safety and security purposes. Typical locations for signage is near access gates, inverter stations and around the perimeter fencing. These signs would include warnings of the electrical equipment, company contact information and security related information. The Origis team will work closely with the City of Kuna to develop a signage plan that allows for a safe and secure operation of the plant within the applicable codes.

The project will comply with all Public Hearing Signposting Requirements.

11. Parking

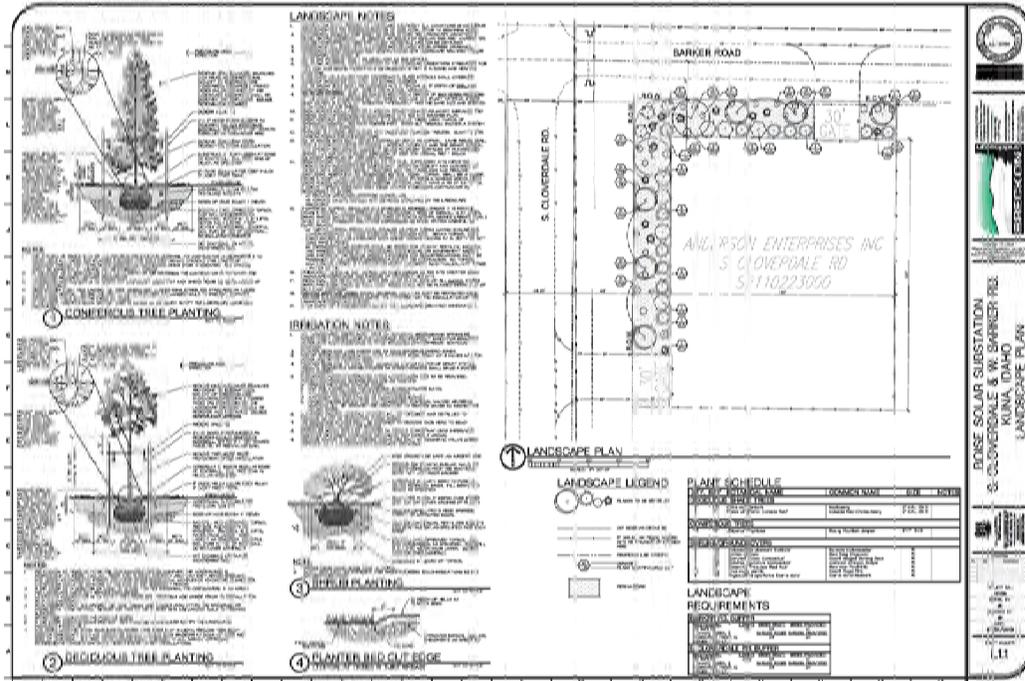
Due to the un-manned nature of these facilities, only a small parking area is proposed directly south of West Chief's Farm Lane on the western side of the project. Limited spaces will be built here and they will be compacted native earth or crushed rock as required (not pavement). Technicians who do need to be on site will generally drive their vehicle out to the area where they are servicing and not park in a centralized location. However, this area will be dedicated in the rare event that some parking does indeed become necessary. This parking area is within the jurisdictional boundaries for Ada County Planning and Zoning and will meet all requires of ACC.



12. Landscaping

Final design of the landscaping plan is not complete, but typical landscaping plans for these types of projects are minimal in nature and are only used for visual or aesthetic purposes. Origis will work with City of Kuna staff to develop a detailed landscaping plan along the length of Cloverdale (noted in Site Plan), but have attached herein the landscaping plan for the area surrounding the substation.

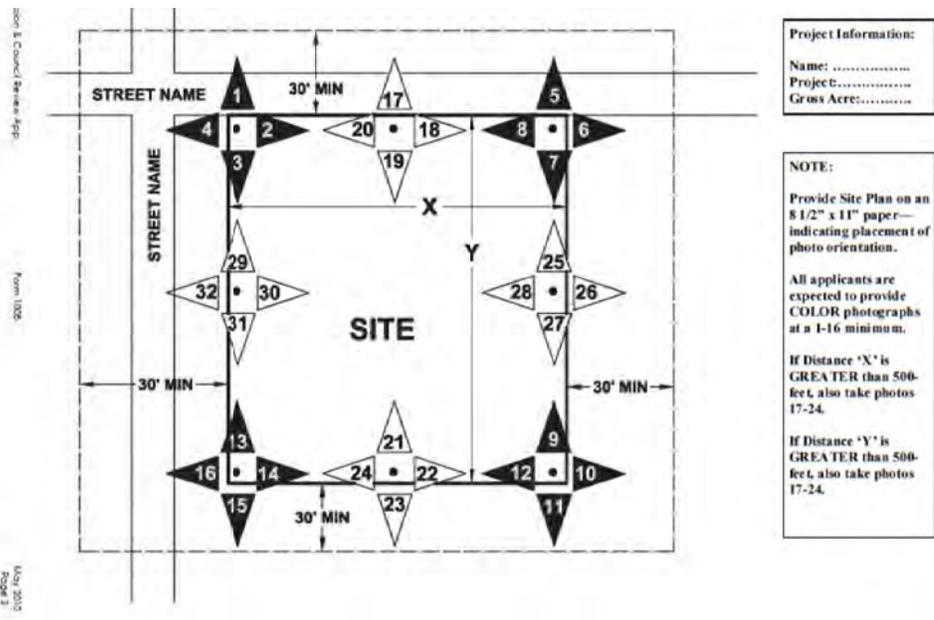




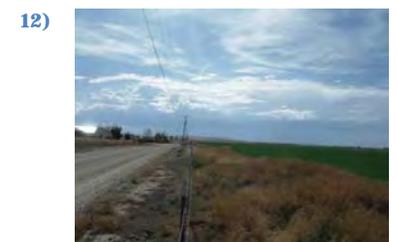
56



13. Pictures



57









14. Vicinity Map



15. Survey Information

1
ANDERSON PARCEL LEGAL DESCRIPTION
FOR
BOISE CITY SOLAR

A PARCEL OF PROPERTY BEING ALL LYING IN SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 EAST, BOISE MERIDIAN, KUNA AND ADA COUNTY, IDAHO AND GENERALLY DESCRIBED AS, THE NORTHWEST ONE-QUARTER AND THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 10, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ALSO BEING THE INTERSECTION OF SOUTH CLOVERDALE ROAD AND WEST BARKER ROAD, ALSO BEING THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 89°15'22" E 2684.92 FEET ALONG THE NORTH BOUNDARY OF SAID NW ¼ OF SECTION 10, TO A POINT MARKING THE NORTH ONE-QUARTER CORNER OF SAID SECTION 10;

THENCE S 0°35'40" W 1327.41 FEET ALONG THE EAST BOUNDARY OF SAID NW¼ TO A POINT MARKING THE NW CORNER OF THE SW¼ OF THE NE¼ OF SECTION 10;

THENCE S 89°15'45" E 665.97 FEET ALONG THE NORTH BOUNDARY OF SAID SW¼ OF THE NE¼ OF SECTION 10 TO A POINT;

THENCE S 0°36'20" W 1327.40 FEET ALONG THE EAST BOUNDARY OF SAID ONE-HALF OF SW¼ OF THE NE¼ OF SECTION 10 TO A POINT;

THENCE N 89°15'58" W 665.72 FEET ALONG THE SOUTH BOUNDARY OF SAID SW¼ OF THE NE¼ OF SECTION 10 TO A POINT ON THE NORTH BOUNDARY OF THE SAID SE¼ OF SECTION 10;

THENCE N 89°16'07" W 2658.19 FEET ALONG THE SOUTH BOUNDARY OF SAID NW¼ TO A POINT MARKING THE SOUTHWEST CORNER OF SAID NW¼ OF SECTION 10, ALSO SAID POINT BEING ON THE CENTERLINE OF SOUTH CLOVERDALE ROAD;

THENCE N 0°26'57" E 2655.46 FEET ALONG THE WEST BOUNDARY OF SAID NW¼ TO A POINT MARKING THE NW CORNER OF THE NW¼ OF SECTION 10, ALSO SAID POINT BEING THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

SAID PARCEL CONTAINS 182.52 ACRES MORE OR LESS.
BASIS OF BEARING IS THE NORTH BOUNDARY OF THE NW¼ OF SECTION 10 BEARING SOUTH 89°15'22" EAST.





TRACT NAME: Anderson Tract
DESCRIPTION: Boundary
DISTANCE UNITS: Feet
POINT OF BEGINNING: N=648479.58000', E=2469549.27000'

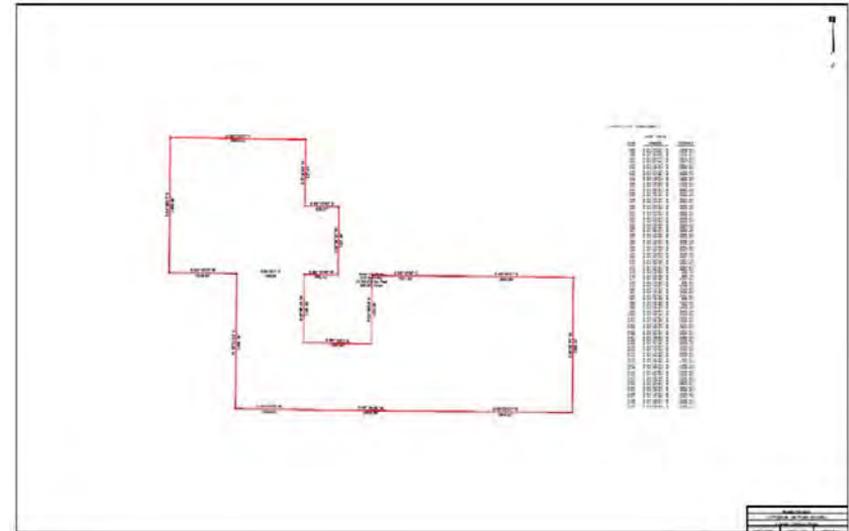
TYPE	DIRECTION	DISTANCE	NORTHING	EASTING	DESCRIPTION
LINE	S 89°15'22" E	2664.92'	648444.98149'	2472219.96540'	
LINE	S 00°35'40" W	1327.41'	647117.64293'	2472200.19375'	
LINE	S 89°15'48" E	666.57'	647109.07093'	2472866.10886'	
LINE	S 00°26'20" W	1327.40'	645791.74507'	2472852.07963'	
LINE	N 89°15'59" W	666.72'	645790.26967'	2472196.41420'	
LINE	N 89°16'07" W	2658.19'	645824.19592'	2469528.44077'	
LINE	N 00°26'57" E	2655.46'	648479.57933'	2469549.26797'	

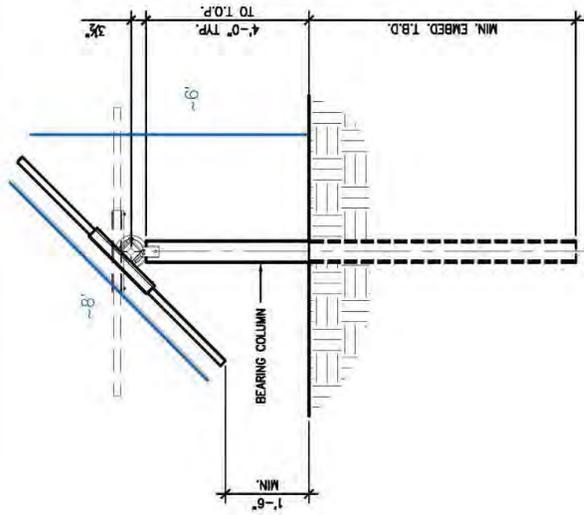
Area: 7,950,672 Sq. Feet, 182.522 Acres (Un-balanced)
Perimeter: 11965.07'
Closing line: N 82°08'42" E, 0.01'
Error in closure: 1:977047

TRACT NAME: Section 10
DESCRIPTION: NW 1/4
DISTANCE UNITS: Feet
POINT OF BEGINNING: N=648479.58000', E=2469549.27000'

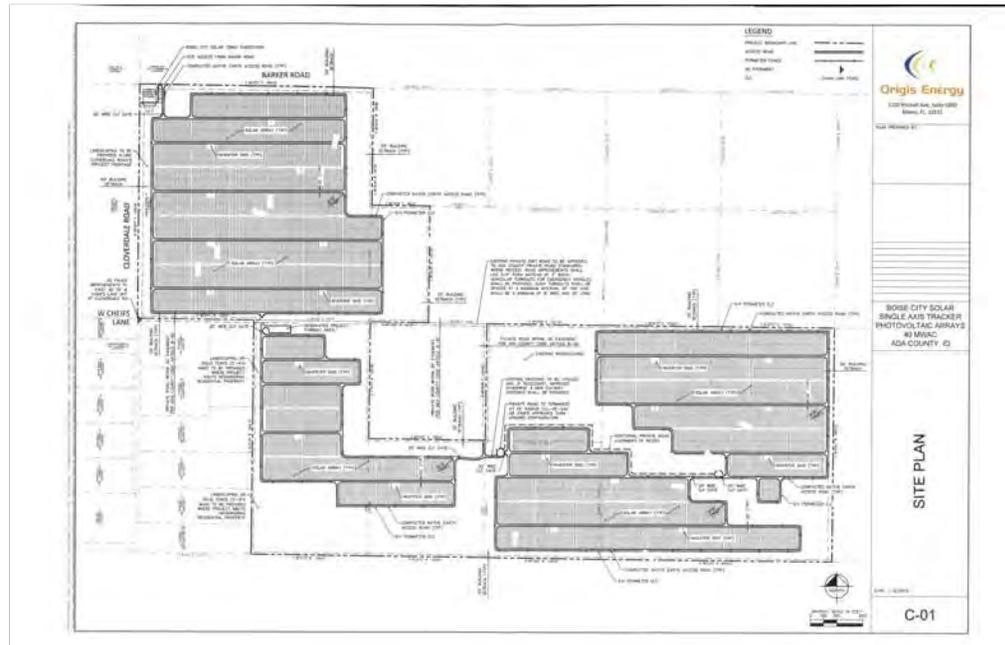
TYPE	DIRECTION	DISTANCE	NORTHING	EASTING	DESCRIPTION
LINE	S 89°15'22" E	2664.92'	648444.98149'	2472219.96540'	
LINE	S 00°35'40" W	2654.85'	645790.27437'	2472196.42179'	
LINE	N 89°16'07" W	2658.19'	645824.20563'	2469528.44936'	
LINE	N 00°26'57" E	2655.46'	648479.58403'	2469549.26546'	

Area: 7,056,796 Sq. Feet, 162.231 Acres (Un-balanced)
Perimeter: 10633.42'
Closing line: S 48°24'33" E, 0.01'
Error in closure: None





1 BEARING COLUMN FOUNDATION DETAIL
SCALE: NTS



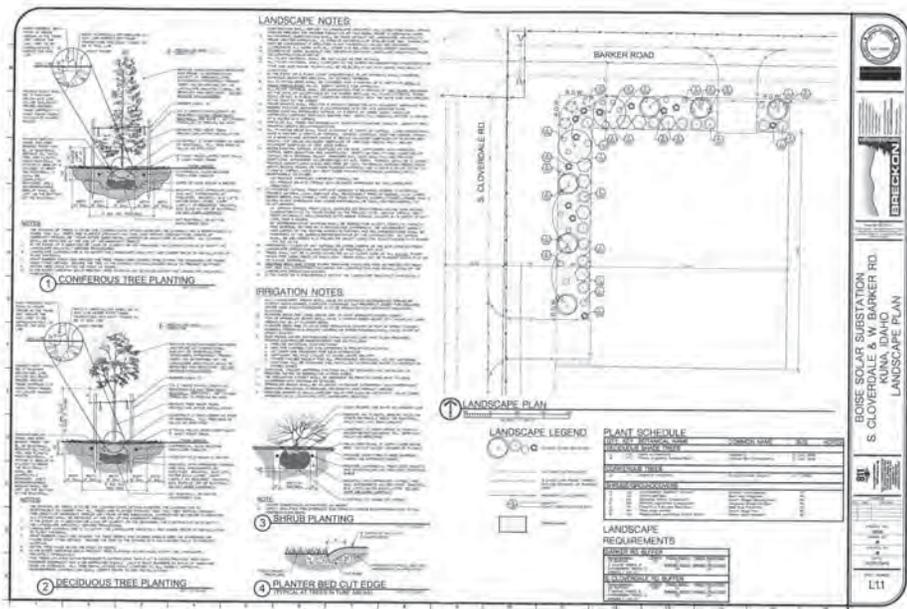




Exhibit A

Parcel I

The Southwest quarter of the Southwest quarter and the Southeast quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter all in Section 3, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 3, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

ALSO EXCEPTING THEREFROM that portion of the Oregon Short Line Railroad in the Southwest quarter of the Southeast of Section 3, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

ALSO EXCEPTING THEREFROM that portion of the Southwest quarter of the southeast quarter lying North of the right-of-way line of the Oregon Short Line Railroad of Section 3, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

AND ALSO that portion of land in the North half of the Southwest quarter of Section 3, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, lying South and West of the Southwesterly right-of-way line of the Oregon Short Line Railroad.

Parcel II

Southwest quarter of the Northwest quarter of Section 11, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

Parcel III

The Northwest quarter of the Northeast quarter of Section 10, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM a one acre parcel described as part of the Northwest quarter of the Northeast quarter in Section 10, township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a point on the Half Section line 407.0 feet North of a half-inch steel pin marking the North center 1/16 corner of said Section 10, the REAL POINT OF BEGINNING; thence continuing North along the Half section line, 200.0 feet; thence East 217.8 feet; thence South 200.0 feet; thence West 217.8 feet to the REAL POINT OF BEGINNING.

Parcel IV

The North Half of the Southeast quarter of the Northeast quarter in Section 10, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

Parcel V

A parcel of land situate in Section 10, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho described as follows:

The East Half of the Northwest quarter; the Southwest quarter of the Northeast quarter and the South Half of the Southeast quarter of the Northeast quarter.

EXCEPTING THEREFROM the North half of the Northeast quarter of the Northwest quarter and the North Half of the Southeast quarter of the Northeast quarter of the Northwest quarter.



Parcel VI

The West half of the Northwest quarter; the North half of the Northeast quarter of the Northwest quarter; and the North half of the Southeast quarter of the Northeast quarter of the Northwest quarter; all in Section 10, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM a parcel of land situate in the Northeast quarter of the Northwest quarter of Section 10, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at a found brass cap marking the Northwest corner of Section 10, Township 1 North, Range 1 East, Boise Meridian, thence
 South 89°15'00" East, 2,664.00 feet along the North line of Section 10 to a found 5/8 inch rebar marking the North quarter section corner of Section 10, the POINT OF BEGINNING; thence
 South 00°36'05" West, 800.00 feet along the East line of the Northeast quarter of the Northwest quarter to a set 5/8 inch rebar; thence
 North 89°23'55" West, 100.00 feet to a set 5/8 inch rebar; thence
 North 13°54'54" West, 352.72 feet to a set 5/8 inch rebar; thence
 North 44°44'12" West, 209.42 feet to a set 5/8 inch rebar; thence
 North 44°23'45" West, 230.00 feet to a set 5/8 inch rebar; thence
 North 00°36'05" East, 125.00 feet to a set 5/8 inch rebar on the South right-of-way line of East Barker Road; thence
 South 89°15'00" East, 220.00 feet along the South right-of-way line of East Barker Road to a set 5/8 inch rebar at the end of East Barker Road; thence
 North 00°36'05" East, 25.00 feet along the East end of East Barker Road to a 5/8 inch rebar on the North line of Section 10; thence
 South 89°15'00" East, 280.00 feet along the North line of Section 10 to the POINT OF BEGINNING.

Parcel VII

A parcel of land situate in the Northeast quarter of the Northwest quarter of Section 10, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at a found brass cap marking the Northwest corner of Section 10, Township 1 North, Range 1 East, Boise Meridian; thence
 South 89°15'00" East, 2,664.00 feet along the North line of Section 10 to a found 5/8 inch rebar marking the North quarter section corner of Section 10, the POINT OF BEGINNING; thence
 South 00°36'05" West, 800.00 feet along the East line of the Northeast quarter of the Northwest quarter to a set 5/8 inch rebar; thence
 North 89°23'55" West, 100.00 feet to a set 5/8 inch rebar; thence
 North 13°54'54" West, 352.72 feet to a set 5/8 inch rebar; thence
 North 44°44'12" West, 209.42 feet to a set 5/8 inch rebar; thence
 North 44°23'45" West, 230.00 feet to a set 5/8 inch rebar; thence
 North 00°36'05" East, 125.00 feet to a set 5/8 inch rebar on the South right-of-way line of East Barker Road; thence
 South 89°15'00" East, 220.00 feet along the South right-of-way line of East Barker Road to a set 5/8 inch rebar at the end of East Barker Road; thence
 North 00°36'05" East, 25.00 feet along the East end of East Barker Road to a 5/8 inch rebar on the North line of Section 10; thence
 South 89°15'00" East, 280.00 feet along the North line of Section 10 to the POINT OF BEGINNING.



USDA United States Department of Agriculture
NRCS
National Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Ada County, Idaho



July 8, 2015





MAP LEGEND

- Area of Interest (AOI)
- Area of Interest (AOI)
- Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points
- Special Point Features
- Blowout
- Barren Pt
- Clay Spot
- Closed Depression
- Gravel Pt
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Shrubland
- Slide or Slip
- Sodic Spot
- Spot Area
- Stony Spot
- Very Stony Spot
- Well Spot
- Other
- Special Line Features
- Streams and Canals
- Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads
- Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000. Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.sc.egov.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers Equal Area Conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Ada County, Idaho
Survey Area Data: Version 3, Sep 8, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 10, 2011—Aug 23, 2011

This orthophoto or other base map on which the soil lines were compiled and applied probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



Map Unit Legend

Ada County, Idaho (ID009)				
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	
34	Calicut-Sabree complex, 0 to 2 percent slopes	82.2	5.6%	
26	Calicut-Sabree complex, 2 to 4 percent slopes	11.1	0.8%	
43	Colthrop cobbly loam, 2 to 4 percent slopes	108.3	7.4%	
51	Elijah silt loam, bedrock substratum, 0 to 2 percent slopes	388.5	25.2%	
52	Elijah silt loam, bedrock substratum, 2 to 4 percent slopes	119.5	8.2%	
53	Elijah silt loam, bedrock substratum, 4 to 8 percent slopes	38.3	2.7%	
57	Fellham loamy sand, 0 to 3 percent slopes	58.4	4.1%	
58	Fellham loamy sand, 3 to 12 percent slopes	40.8	2.8%	
71	Jenness fine sandy loam, 0 to 2 percent slopes	220.6	15.1%	
72	Jenness fine sandy loam, 2 to 4 percent slopes	25.7	1.8%	
105	McCain stony silt loam, 0 to 2 percent slopes, extremely stony	2.7	0.2%	
130	Power silt loam, 2 to 4 percent slopes	72.2	4.9%	
131	Power silt loam, 4 to 6 percent slopes	2.9	0.2%	
134	Power-McCain silt loams, 2 to 4 percent slopes	11.1	0.8%	
135	Power-McCain silt loams, 4 to 8 percent slopes	5.8	0.4%	
136	Power-McCain complex, 2 to 4 percent slopes	13.4	0.9%	
139	Power-McCain complex, 4 to 8 percent slopes	19.3	1.1%	
141	Furdam silt loam, 0 to 2 percent slopes	108.7	7.4%	
142	Furdam silt loam, 2 to 4 percent slopes	87.1	6.0%	
143	Furdam silt loam, 4 to 8 percent slopes	35.9	2.5%	



Custom Soil Resource Report

Ada County, Idaho (ID001)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
181	Tindahay gravelly loam, 8 to 12 percent slopes	29.9	2.0%
Totals for Area of Interest		1,481.5	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.



Custom Soil Resource Report

Soils that have profiles that are almost alike make up a soil series. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into soil phases. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

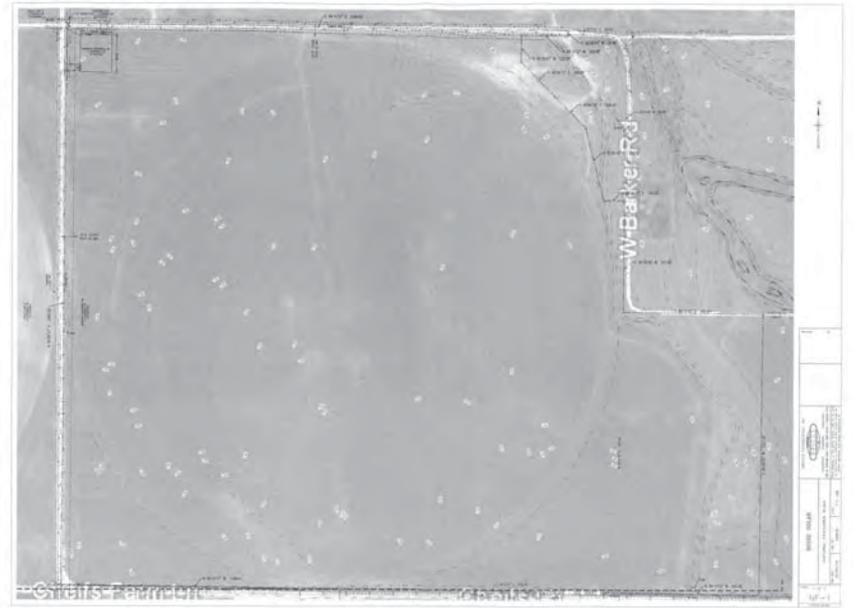
Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A complex consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An association is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An undifferentiated group is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include miscellaneous areas. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.





8. Idaho Department of Fish and Game Letter



IDAHO DEPARTMENT OF FISH AND GAME
SOUTHWEST REGION
3101 South Powerline Road
Nampa, Idaho 83686

C.L. "Bunch" Otter / Governor
Virgil Moore / Director

June 26, 2015

Michael Chestone
Origis Energy USA, Inc.
1200 Brickell Ave, Suite 1800
Miami, FL 33131
michael.chestone@origisenergy.com

RE: Ada County Conditional Use Permit Application – Boise City Solar Project

Dear Mr. Chestone,

The Idaho Department of Fish and Game (Department) has reviewed your request for the identification of potential impacts to plant and wildlife resources resulting from the construction and operation of a solar array on approximately 537 acres in central Ada County. The solar array site and associated substation are generally located in Sections 10 and 11, T1N, R1E, Boise Meridian. The proposed location for the solar array has recently changed to this location. Please consider this letter an update to the Department's previous project letter dated June 3, 2015.

Department staff are unable to conduct a thorough environmental review and provide appropriate recommendations at this time due to the compressed timeframe for application to Ada County, the relatively large scale of the project, and staff unfamiliarity with solar energy projects and potential effects to wildlife.

Department staff have met with Origis Energy staff to discuss the project and have made it known that we may request, dependent on our findings, site surveys, avoidance areas, and monitoring of effects to plant and wildlife resources. However, the site has been heavily disturbed by past and current human activities and the Department does not expect significant plant and wildlife resources to be present. Therefore, we recommend the application process proceed with the understanding that the Department will provide comments and recommendations to the applicant and Ada County throughout the process.

Thank you. Please contact Rick Ward in the Southwest Region office at (208)475-2763 or rick.ward@idfg.idaho.gov if you have any questions.

Sincerely,

Scott Reinacker
Southwest Regional Supervisor

SR:rw
cc: Kiefer/ HQ
OER
Gold file



PART D: APPENDICES

1. Site Location / Parcel Information

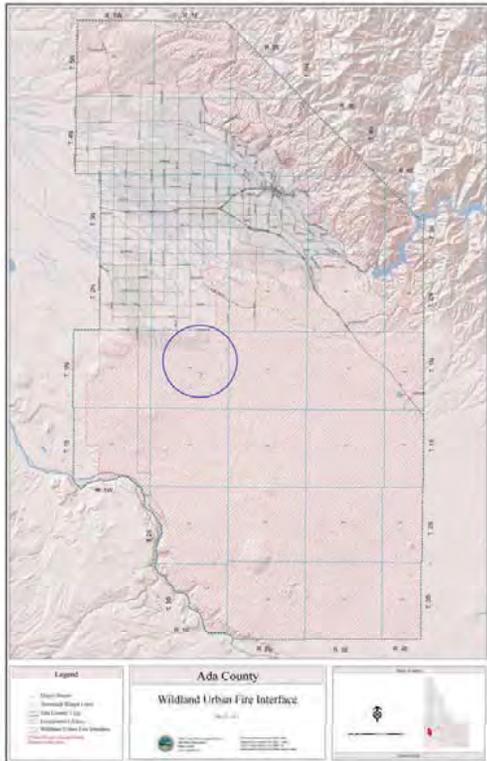
Parcel ID	S2110223000	S2110130600	S2110212400
Township	1N	1N	1N
Range	1E	1E	1E
Section	10	10	10
Subdivision	1N 1E 10	1N 1E 10	1N 1E 10
Zone Code	A	A	A
Total Acres	99.83	115	5.17
Tax Code Area	04	04	04
Instrument #	2014088521	2014088521	2014088521
Primary Owner	ANDERSON ENTERPRISES INC		
Property Description(s)	PAR #3000 @ NW SEC COR SEC 10 1N 1E #216000-S	S2 NE4NW4 EXC N2SE4NE4NW SE4NW4 SW4NE4 S2SE4NE4 SEC 10 1N 1E #131200-S	PAR #2400 @ NE COR NE4NW4 SEC 10 1N 1E #216000-B
Site Address	S CLOVERDALE RD KUNA, ID 83634	S CLOVERDALE RD KUNA, ID 83634	S CLOVERDALE RD KUNA, ID 83634





6. Wildland-Urban Fire Interface District

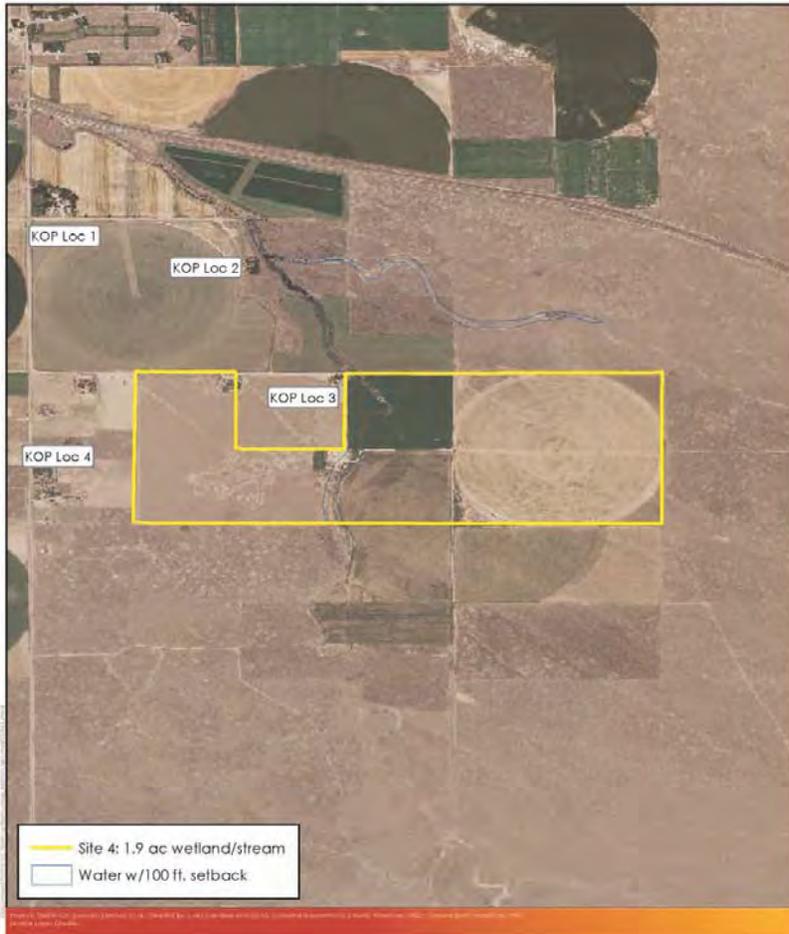
The project falls within Kuna Rural Fire District boundary. Parcel # S2111300000 is currently outside of the Kuna Rural Fire District boundary, but the project anticipates annexing this portion of the project into their district. The project will comply with all of the elements of ACC 8-3B (Wildland-Urban Interface) to help to minimize the potential of spreading fire from wildland areas into structures. All internal project access roads will have adequate turning radii and shall not dead end. All private roads will have vehicular turnouts 8' wide by 30' long, which shall be spaced at a maximum interval of 700'. A vegetation management system will be implemented to ensure compliance with ACC 8-3B-3.



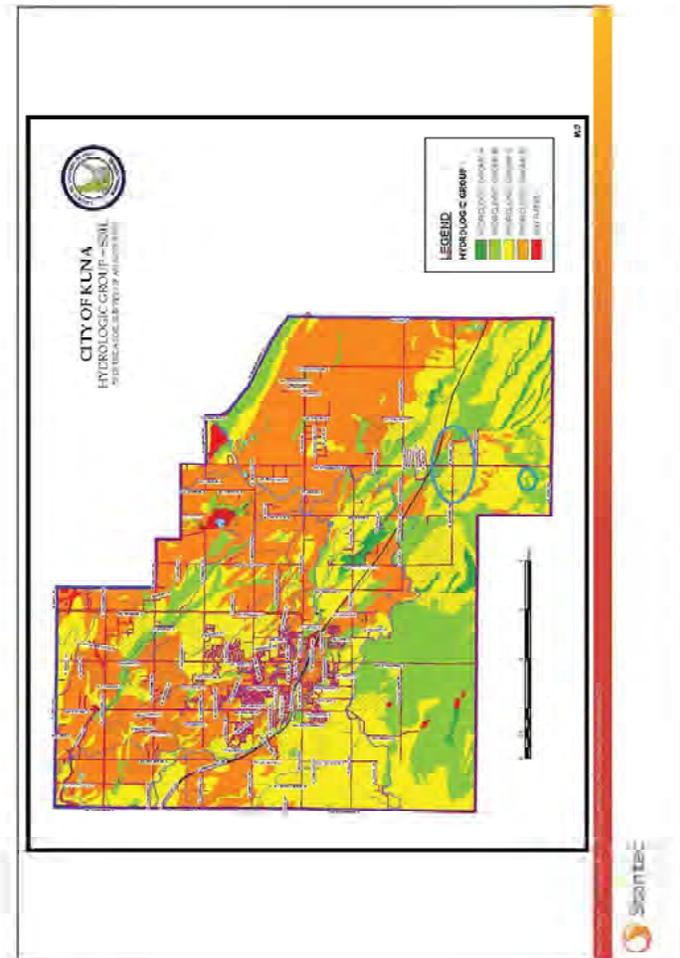
7. Natural Features Analysis

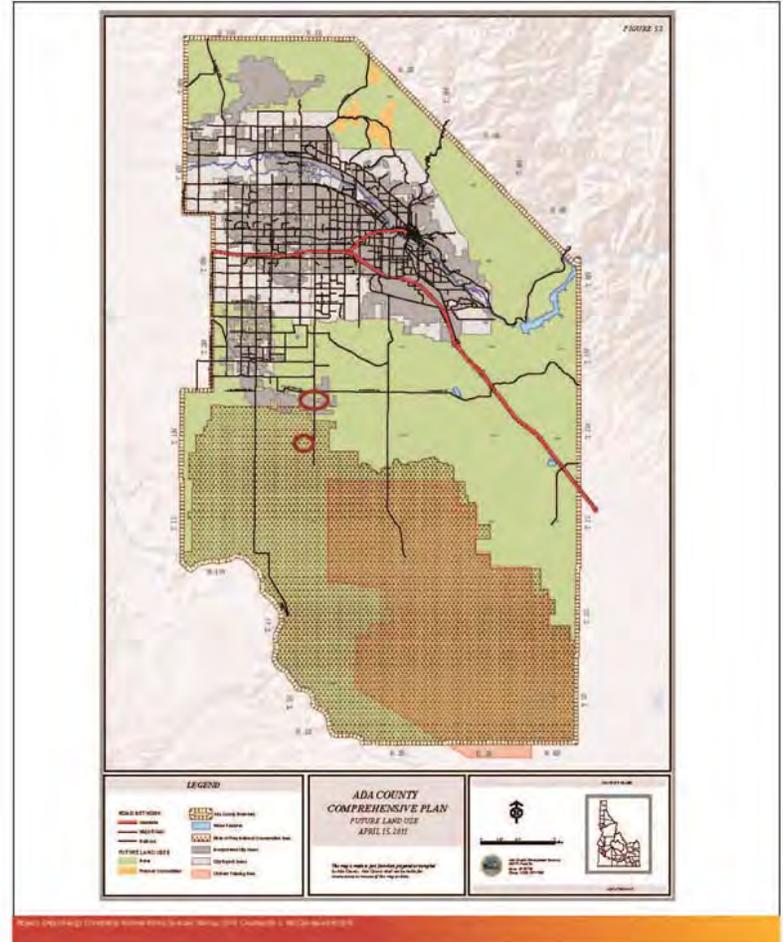
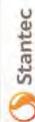
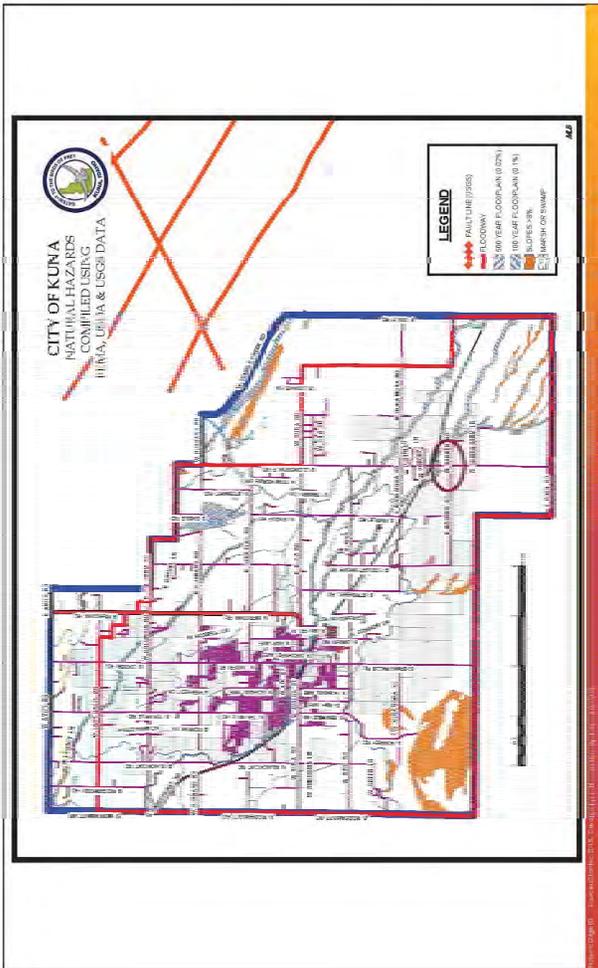
The underlying ground is not being improved significantly and the installation of the arrays has insignificant impact to the drainage patterns and drainage flows. The only impacts are going to be at any structures or pavement that will increase the flow. The only area where improvements will be required for drainage will be near the substation where some storm water retention swales will be developed to handle the drainage.





Hydrologic Features and Key Observation Points (KOP)







3. Neighborhood Meeting



Neighborhood Meeting Certification

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.

Description of proposed project: 40 MWac solar photovoltaic project

Date and time of neighborhood meeting: Wednesday, July 8th, 2015 from 6:00-8:00PM MT

Location of neighborhood meeting: Kuna Library, 457 Locust Avenue, Kuna, ID, 83634

SITE INFORMATION:

Location: Quarter: _____ Section: _____ Township: _____ Range: _____ Total Acres: _____

Subdivision Name: Please see Appendix 1 Lot: _____ Block: _____

Site Address: _____ Tax Parcel Number(s): _____

Please make sure to include **all** parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Anderson Enterprises Inc

Address: 17220 S Cloverdale Road City: Kuna State: ID Zip: 83634

CONTACT PERSON (Mail recipient and person to call with questions):

Name: Michael Chestone Business (if applicable): ID Solar 1, LLC (dba Boise City Solar)

Address: 1200 Brickell Ave, Suite 1800 City: Miami State: FL Zip: 33131



PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

Application Type

- Annexation
- Re-zone
- Subdivision (Sketch Plat and/or Prelim, Plat)
- Special Use
- Variance
- Expansion or Extension of a Nonconforming Use
- Zoning Ordinance Map Amendment

Brief Description

The solar power generation station will consist of photovoltaic modules, a mechanical mounting system (including steel foundations), DC collection wiring, power conversion stations (inverters and medium-voltage transformers), AC wiring, a medium voltage collection system and a 138 kV substation (high voltage transformer, protection, relaying, communications). It will be surrounded by a chain link fence for security and safety purposes. The project is also complete with state-of-the-art communications and security features.

APPLICANT:

Name: ID Solar 1, LLC (dba Boise City Solar)

Address: 1200 Brickell Ave, Suite 1800

City: Miami State: FL Zip: 33131

Telephone: (305) 560-7539 Fax: _____

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Kuna City Code.

Signature: (Applicant) [Signature] Date: 07/15/2015



Boise City Solar Project
Neighborhood Meeting
July 8th, 2015
6:00 - 8:00 PM
Sign-in Sheet

	Name	Address	Zip	Phone Number	E-Mail Address
1.)	Greg Allen	773 W 14th Ave	83634	992-4946	gregallen@origis-energy.com
2.)	Kelly Stephens	18001 Cloverdale	83601	022-4541	K.stephens@wycho.com
3.)	Dan Stephens	18001 Cloverdale	83601	908-4541	" " "
4.)	Carl Stephens				
5.)	Andrea Nicholas	1910 S. Schuyler	83601	830-6001	afnicholas@icel.com
6.)	Thomas Nicholas	"	"	"	"
7.)	Janet Wastel	1204 W. Hecopt	83621	508-903-9700	janet_wastel@icel.com
8.)	James T. Heath	2800 Soupy	83634	908-251-99	
9.)	Mike Gordin	1900 S	83601	830-6001	mgordin@icel.com
10.)	Edward Stodler	12146 W. Justis	83634	514-0655	estodler@icel.com
11.)	LLOYD CARLE	11135 W. Tuttle	83601	502-942-878	lcarle@icel.com
12.)	Jon Nicholas	18100 S. Colville	83601	830-6001	
13.)	Erin Lee Anderson	17329 S. Cloverdale	83601	762-4619	
14.)	Tom Zimmerman	11678 W. Tomlinson	83604	603-3042	tomzimmerman@icel.com
15.)					
16.)					
17.)					
18.)					
19.)					
20.)					
21.)					
22.)					
23.)					
24.)					
25.)					

Neighborhood Meeting Minutes



Boise City Solar Project
Neighborhood Meeting
July 8th, 2015
6:00 - 8:00 PM
Kuna Library
Question and Answer

- Question: What is the relationship of the project to the Gateway West project?**
Answer: There is no relationship.
- Question: What will the traffic be like? Will it be dusty?**
Answer: There will be traffic during construction. Dust control measures will be taken to suppress dust.
- Question: Is Cloverdale Road built for this amount of traffic and types of trucks?**
Answer: All requirements of Ada County Highway district are being met.
- Question: Will power lines run along neighbors houses (SE of Cloverdale and Chief's Lane)?**
Answer: No, most of the power lines will be underground limited overhead line is intended to be used.
- Question: Will this be constructed in phases?**
Answer: This project will be constructed in one phase from September 2015 through May 2016.
- Question: What is Origis' relationship to Intermountain Energy Partners?**
Answer: Origis is the long-term investor that is purchasing the Boise City Solar project from IEP.
- Question: Where does the equipment come from?**
Answer: All over the world. Manufacturers have not been selected, but equipment will arrive via port, rail and/or trucks.
- Question: Will there be a fence across Chief's Lane?**
Answer: No, the road will not be fenced off.
- Question: How much of the road will need to be paved (Chief's Lane)?**
Answer: The first 30' of Chief's Lane from Cloverdale will be paved.
- Question: What is the cost of the solar power?**
Answer: [Avoided cost rate calculations were described.]

Neighborhood Meeting Minutes

Neighborhood Meeting Minutes



- Question:** How long does the facility last?
Answer: Panels are warranted for 25 years, but we anticipate the project will last at least 30-40 years (although at a reduced power rate).
- Question:** How long is the contract with Idaho Power?
Answer: 20 years and then power is sold on merchant basis afterwards if no additional contract can be obtained.
- Question:** How often do you have to replace panels?
Answer: Panels are expected to last 30-40 years (or more).
- Question:** Does snow stick to panels?
Answer: No, operating temperature of panels sheds snow off.
- Question:** Once built, how many jobs will this create?
Answer: One of two full time jobs are minimally expected, with spikes in labor during routine maintenance. Limited traffic accessing the facility is expected.
- Question:** Is there a plan to build an additional facility?
Answer: No.
- Question:** What does this project do to the resale value of the homes?
Answer: Unclear on outcome – not qualified to answer this question.
- Question:** Have there been any long-term studies on living next to a solar facility?
Answer: Not to our knowledge.
- Question:** Do the panels adjust angle for winter and summer?
Answer: Panels track in a single direction throughout the day from east to west.
- Closing Comments:** Origis is happy to answer any of your other questions and we encourage you to take some of our business cards to stay in touch.

Neighborhood Meeting Minutes



June 29th, 2015

Dear Sir/Madam,

Origis Energy, on behalf of ID Solar 1, LLC, is pleased to invite you to a public meeting to discuss the latest plans our solar project located off of Cloverdale Road near Kuna, ID

Please join us at the Kuna Library, located at 457 N Locust, Kuna, ID, 83634 on Wednesday, July 8th, from 6:00 – 8:00 PM.

We're excited to show you our plans for this project and answer any questions that you might have.

Sincerely,

Michael Chestone

Director of Development
 Origis Energy USA, Inc.
michael.chestone@origisenergy.com
 Cell: (305)560-7539



City of Kuna PROOF OF PROPERTY POSTING

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

This notice shall confirm that the Public Hearing Notice for ID Solar 1, LLC was
(NAME OF SUBDIVISION)
posted as required per Kuna City Ordinance 5-1-5B. Sign posted Tuesday, July 28th, 2015
(DAY OF THE WEEK,
MONTH, DATE AND YEAR)

DATED this 31st day of July, 2015.

Signature,

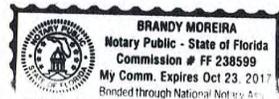
Owner/Developer

Florida
STATE OF IDAHO }
County of Miami-Dade } ss

On this 31st day of July, 2015, before me the
undersigned, a Notary Public in and for said State, personally appeared before me
(Owner, Developer).

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

Notary Public
Residing at Miami, Florida
Commission Expires 10/23/17



ID Solar 1, LLC (dba Boise City Solar) – Proof of Posting Photos

South Cloverdale Road
(looking south)



South Cloverdale Road
(looking south – close up)



South Cloverdale Road
(looking north)



Barker Road
(looking west – close up)



Barker Road
(looking west)



Barker Road
(looking east)





From the Desk of Marri Champie



Thursday, August 06, 2015

To Whom It May Concern:

It has come to my attention that there is a proposed Solar "Farm" project that will affect my RR property, located at 18802 S. Cloverdale Road, in Kuna, Ada County, Idaho. I understand that this particular "PART" of the project, 15-04-SUP Boise City Solar, under review by the Kuna Planning and Zoning Commission is in the annexed City of Kuna, and is not adjacent to my property, but that it is part of a larger project that does border and adjoin my property. As this entire project WILL impact my property, both physically, visually, and the property's future value, I wish to address my concerns to the Commission and request any or all of the following before and if this project receives approval.

1. I am a single woman, over 65. I retired 3 years ago and this property is the entire sum of my investment and retirement. I have been waiting for property values to return to a healthy position so that I might sell my property and move to a place closer to my family that would be less work for someone my age.
2. This project will directly affect and lessen my property value, and those values will never return, thus impacting the rest of my life.
3. My property is RR. This project proposed for RP property adjacent, adjoining or near to my RR property is NOT a FARM project, it is a commercial enterprise, a business with multiple, physical structures, designed and to be built specifically to produce income from sunshine. It is not a farm with agriculture or livestock, thus the rules for farm use should not be applied. The regulations and restrictions regarding adjacent commercial properties in Ada County should be considered and/or used when assessing the impact of this project.
4. That there are specific restrictions in Ada County regarding the use of solar or wind generators on RR properties and that these rules must be applied to a wider neutral zone of set back from all RR properties adjacent to or adjoining the proposed Solar project property.

For this reason I request that the following be required of the Solar Project planners, ALL OR IN PART:

1. The project planners must have a 10-25-50 year Environmental Impact study done for the Solar project land and all surrounding and privately owned RR properties adjacent to or adjoining or near to the proposed Solar project property.
2. That the project planners must have an independent appraisal done for each of the individual RR properties adjacent to/and/or adjoining or affected by the Solar project. This appraisal would compare the projected future loss of value for these impacted properties to the value of similar/equal non-impacted properties located elsewhere in Ada County.

18802 SOUTH CLOVERDALE ROAD □ KUNA □ IDAHO □ 83634 □ ☎ 208-362-8938
Fax 208-362-8677 email: WriteldahoWriter@msn.com

2

3. That based on that projected appraisal, the project planners would compensate each property owner for the loss of value, or buy out the property owner at the appraised value of the property—the option would be extended to the property owner for a specified time.
4. That, if the project is approved, no sterile spray or chemicals be allowed for use on this project.
5. That, if the project is approved, the enclosure surrounding all parts of the proposed Solar project property that are adjacent to or adjoin, or are in a visual line of sight of any surrounding RR properties be a berm with natural landscaping AND NOT A VISIBLE METAL FENCE, OR CHAINLINK FENCE OF ANY KIND, AND NO RAZOR WIRE WHATSOEVER WILL BE USED.
6. That the Solar project planners agree to comply with these requests or the property owners will collectively seek legal action to stop the project.

Thank you
Sincerely yours,

Marri Champie

18802 SOUTH CLOVERDALE ROAD □ KUNA □ IDAHO □ 83634 □ ☎ 208-362-8938
Fax 208-362-8677 email: WriteldahoWriter@msn.com

Troy Behunin

From: Sarah Perdue <perdue.sg@gmail.com>
Sent: Tuesday, August 04, 2015 2:57 PM
To: Troy Behunin
Subject: Solar Project Going Up ADJACENT to Our Subdivision

Attention: City of Kuna Planning and Zoning Commission

Subject: Public hearing on 08/11/15 for 15-04-SUP Boise Solar Power

Dear Commission,

Last Friday we received a letter in regard to a new solar project is going in **directly adjacent to** (next to and behind) our subdivision, **Wednesday Subdivision**. This huge solar plant backs directly up to several of my neighbors property lines and the entire project is visible from our home and most other neighbors homes as well - regardless of a possible "dirt berm" that the company says they will make. We have many concerns health and otherwise. Not only will this new solar plant drastically affect the value of all of our homes in this subdivision (I am a licensed Realtor in the state of Idaho and know this for a fact), it will also be a major eyesore. We were not even given sufficient time to address this. These panels will be visible all of the time and will rotate at the hottest part of the day facing our home(s) and animals. We are not comfortable with this at all. Not to mention all of the other issues (unknown health effects to humans, animals and land from having a solar plant directly in ones backyard, riparian issues at the site, we are very close to birds of prey and may of us have nesting boxes, etc.) There are **many better options** to place this solar plant than adjacent to a nice subdivision, people and animals. We as a neighborhood are very concerned and upset by this life-altering project. It is also quite ironic that county had to regulate where we could build our very nice barn for aesthetics, yet a big high dollar company can come in and build a solar power plant directly in our backyards and literally ruin an entire subdivision and the lives of people whom live here. Many of us have put everything we have into our properties here, they are very nice 10 - 12 acre parcels. The view from our home (and neighbors) will turn industrial. How can this be considered fair or right?

Robert & Sarah Perdue

18589 S. Cloverdale Rd.

Kuna, ID 83634

(208)921-9393

Ivan Pupilidy, Ph.D.c
18110 South Cloverdale Road
Kuna, Idaho 83634

3 August 2015

I am an Iraq and Afghanistan veteran who has worked diligently most of my life. In recent years, I invested in my home in a community just outside the Kuna City Limits (18110 South Cloverdale Road, Kuna). This investment has improved the neighborhood and created a home that my wife and I are proud to return to each day. We are nestled in a small agricultural based neighborhood in the County, called the Wednesday Subdivision. We have had the expectation that growth would come our way some day. That expectation was commensurate with the growth that is typical of Cloverdale Road and includes subdivisions and small convenience stores.

We are also very proud to be part of the small town community of Kuna. Part of this pleasure comes from the way that the people of Kuna relate to each other and the overall sense of both community and friendship. Our pride extends to our home and my wife often says that she looks forward to the first view of the house as she drives home from town. She feels pride in what we have done (see image 1).



Figure 1: Our home

I have a number of concerns regarding the proposed solar 'Farm' development of the land in the vicinity of the Wednesday Subdivision.

First – The rushed nature of this process has precluded any serious studies related to the environment. Which is summarized in the Idaho Department of Fish and Game Letter (Page 53 of the Commissioner’s Special Use package. In this letter to Origis Director of Development, Michael Chestone, Idaho Fish and Game says, **“The Department staff are unable to conduct a thorough environmental review and provide appropriate recommendations at this time due to the compressed timeline for application to Ada County, the relatively large scale of the project and staff unfamiliarity with solar energy projects and potential effects to wildlife.”** There has not been enough time to fully understand the impact of the plan on the community, in terms of the proposed materials, potential water run-off and environmental impact assessment. Essentially this project is going ahead without an environmental assessment.

Second – The Community of Kuna along with the Wednesday Subdivision (see Figure 2) have an expectation that we will be able to enjoy an esthetically pleasing environment and we look to the City Planners to protect that right, as well as our right to a healthy living environment. The proposed fencing around the solar farm is a chain-link fence, topped with barbed wire. Kuna would not allow that to be the boundary for a subdivision and I would think that the potential eyesore would be something Kuna would want to avoid. The construction of solar farms in proximity to homes in Europe, for example, has esthetically pleasing, organic boundaries that surround the farms when these facilities are near houses. The construction of such boundaries adjacent to current home sites and roadways should be a minimum demand placed on the company making this petition.



Figure 2. Solar Power Installation in blue and orange Adjacent to the Wednesday Subdivision.
Bright blue dot indicates our home.

Third – There are a number of blogs, articles and serious research papers, which indicate that the material used in the manufacturing of the solar panels is highly toxic. We

casually think of silica as sand – however, there are a number of highly toxic silicates. All the articles that I have been able to access point to the fact that each manufactured panel contains extremely dangerous toxins. Two significant factors must be considered:

- The solar panel manufacturing process results in the creation of many toxic materials that are poorly controlled or handled. “A report released today by the [Silicon Valley Toxics Coalition](#) admonishes the solar industry to face its e-waste problem head on or risk “repeating the mistakes made by the microelectronics industry.” The SVTC warns that solar panel production creates many of the same toxic byproducts as those found in semiconductor production, including silicon tetrachloride, dusts, and greenhouse gases like sulfur hexafluoride. These byproducts aren’t anything to scoff at— silicon tetrachloride, for example, makes land unsuitable for growing crops. And for each ton of polysilicon produced, four tons of silicon tetrachloride are generated.

There are steps that the solar industry can take to minimize toxic risks, however. The SVTC recommends that manufacturers test materials for toxicity before using them. Additionally, the group asks manufacturers to ramp up take-back programs.

<http://cleantechnica.com/2009/01/14/danger-solar-panels-can-be-hazardous-to-your-health/>

- The Silicon Valley Toxics Coalition, a watchdog group created in 1982 in response to severe environmental problems associated with the valley’s electronics industry, is now trying to keep the solar industry from making similar mistakes through a voluntary waste reporting “scorecard.” So far, only 14 of 114 companies contacted have replied. Those 14 were larger firms that comprised 51-percent of the solar market share. Read more at <http://www.toledoblade.com/Energy/2013/02/11/Solar-power-boom-fuels-increase-in-hazardous-waste-sent-to-dumps.html#sitCMfyovGA76vIK.99>
- The next issue is more applicable to end-users and it deals with the disposal of spent solar panels, which still contain the same toxins. In the short time I have had to begin to understand this problem, I have read 5 articles from reputable sources that indicate the life span of solar panels is around 25 years (some say less). Some argue that the panels could last longer; however, considering the growth in technology, is it not unreasonable to expect that with in our lifetimes the panels will have to be replaced. This poses a problem with regard to the removal and disposal of the spent panels. These panels have to be handled as hazardous waste and they have to be properly disposed of. Has this been addressed in the planning and zoning process? This is imperative in order to avoid future problems.

But getting solar panel manufacturers to take back their products after 25 years (the average lifespan of silicon-based panels) could prove difficult, especially since other electronics manufacturers that make products with much shorter lifespans can’t get their take-back programs off the ground.

<http://cleantechnica.com/2009/01/14/danger-solar-panels-can-be-hazardous-to-your-health/>

Fourth – Origis submission to the city of Kuna states openly, “Question: Have there been any long-term studies on living next to a solar facility? Answer: Not to our knowledge.” This is mainly because these projects are not commonly constructed near homes, much less subdivisions. The Commissioners must reconcile this fact with the possibility that there may be health issues related to solar panel proximity to residences.

The love affair with solar energy may come with a high price. In order to make changes to most public land there is a requirement to complete and environmental impact study

and to comply with the National Environmental Policy Act¹. This policy requires the federal government to use all practicable means to create and maintain conditions under which man and nature can exist in productive harmony. As this applies to federal land it only loosely applies to this situation. The application to this situation may not be regulatory, but it is an ethical consideration for the safety and enjoyment of members of the community. The commission must wrestle with the location of this solar farm, its potential hazardous waste, its appeal in a residential community and its overall effect on the reputation of the commission.

I have had less than 4 days to prepare this statement for the City of Kuna Planning and Zoning Commission. I received formal notification on Saturday 1 August. However, I learned of the project accidentally from a neighbor the day before and I immediately contacted Troy Behunin, in your office, to get more details. Troy validated the neighbors concerns and completely dispelled our belief that the signs on Cloverdale referred to the originally proposed power-line expansion and solar farm location several miles south of our subdivision, on non-residential land. Troy also indicated that any written response has to be received one week prior to the meeting. Our conversation was informative and pleasant, however, a glaring issue remained on the table. Due to the rapid progress of this project, the confusion regarding shift in the location of the solar farm and the due date for written responses, I have not been able to properly research the issue or to formally prepare an argument for the Commission. To highlight the short notice, in order meet the time constraints explained by Troy, I must hand-deliver this letter because there is inadequate time to mail it. We have also not had time as a community of neighbors to discuss this issue. I find this fundamentally unfair.

The overall approach to the approval of this Special Use Permit is commensurate with the pace of approving a subdivision. There is a big difference between a subdivision and light industrial development. The pace of the project does not allow for formal or even informal study and it is highly likely that I have missed serious issues concerning this project and equally likely that the city and county government has done the same.

Sincerely

Ivan Pupulidy, Ph.D.c.

¹ Section 102 in Title I of the Act requires federal agencies to incorporate environmental considerations in their planning and decision-making through a systematic interdisciplinary approach. Specifically, all federal agencies are to prepare detailed statements assessing the environmental impact of and alternatives to major federal actions significantly affecting the environment. These statements are commonly referred to as Environmental Impact Statements (EIS) and Environmental Assessments (EA).

Attention: City of Kuna Planning and Zoning Commission
Subject: Public hearing on 08/11/15 for 15-o4-SUP Boise Solar Power

Dear Commission,

I would like to include some photos of our neighborhood for your consideration. We are an established neighborhood with many long time residents.





Thank you,

Crista Vesel, MSc

Troy Behunin

From: Craig Wheeler <aves_praedae@hotmail.com>
Sent: Tuesday, August 04, 2015 5:08 PM
To: Troy Behunin; Troy Behunin
Subject: Proposed Solar Project on S. Cloverdale Road

Good Afternoon Mr. Behunin,

My wife and I are writing you concerning the proposed solar project on South Cloverdale Road. We just moved into our home and are in the process of purchasing the property. Our intentions are to build up a small farm and horse boarding business to serve the Kuna area. I can't tell you how shocked we were to learn about the city's plan to allow a solar plant to be built in our new subdivision.

Our home sits just to the west on a small hill so we will have a beautiful view of... acres and acres of solar panels. Not exactly the landscape that most of us Idahoans brag about to out-of-state friends and family. At first we thought the entire neighborhood was aware of the project and that we were late hearing the news. This is not the case. Our new neighbors have been just as surprised by this "proposal".

I put proposal in quotes because it seems like there has been some behind the scenes dealing and the project has been all but approved. Isn't it odd that a project of this scale could have already been through the process of town hearings, environmental impact studies, (yes, it's technically outside the Birds of Prey area, but birds don't see the boundaries), future impact studies (repair, waste), and just the common courtesies of speaking with the people this project will directly impact.

What are the benefits of this site? Jobs, tax breaks, lower power costs? No (only short term during construction), no, no.

What are the negatives of this site? Industrial complex in a neighborhood, loss of farmland, loss of natural habitat and riparian areas, scar on the horizon, loss of property values for landowners (the people you work for), unknown environmental impacts from waste and component breakdown.

It seems to me that there are plenty of other uninhabited desert areas that would better suit this project.

Please take this letter in the manner in which it was intended, a whole hearted vote of NO.

And my final word is, would you want to raise your family right across the street from a solar complex, surrounded by 6' chain linked fence topped with barbed wire? And if not, why are you asking us to?

Thank You,

Craig and Katie Wheeler
 18453 S. Cloverdale Rd

Attention: City of Kuna Planning and Zoning Commission
Subject: Public hearing on 08/11/15 for 15-o4-SUP Boise Solar Power

Dear Commission,

The proposed solar farm by Origis Energy USA, Inc. has raised some concerns by the adjacent Wednesday Subdivision, where my home is located. In addition, my house at *18110 S Cloverdale Rd.* is one of two homes directly bounded by this solar farm on W Chief's Farm Lane.



Photo 1: W Chiefs Farm Lane – the Origis solar farm will be on the left, my house is on the right, immediately across this little dirt road



Photo 2: My house viewed across the alfalfa field purchased by Origis

Due to the proximity of the solar panels I have the following concerns.

- **Will the landscaping buffer extend past my property** on W Chiefs Farm Lane? A 6 foot tall chainlink fence with barbed wire on top can give a prison-like feel to my home. I have invested a lot of time, money, and care into my property and do not want to feel like I am in prison! A nice landscaped border and, at a minimum, a fence that is more attractive than plain chain link is critical.

- **Will wildlife, including birds of prey be affected?** Our subdivision borders Birds of Prey land and we get a lot of wildlife including badgers, ground squirrels, fox, coyotes, etc. Birds of prey include Swainsons Hawks, Red Tailed Hawks, American Kestrel Falcons (which nest in our Kestrel box yearly), owls of many species, Coopers Hawks, Golden Eagles, and more. The habitat of these animals will definitely be affected by the solar project. If measures are taken to repel birds, will that also impact the birds on our property?



Photo 3: We Counted 23 Swainson's Hawks on this wheel line, which is on the proposed solar project property

- **How will Origis manage the increased traffic** and condition of W Chiefs Farm Lane during construction? This is *the only access that I have to my home*. The proposal states that the first 30 feet of Chief's Farm will be paved, which is far less than the 500 feet to my driveway. The Amalgamated Sugar beet relay station behind our property creates a lot of heavy truck traffic in the fall and winter months. The combination of beet trucks and solar farm construction traffic (estimated 300 workers) will create a negative impact on our lives.

Lastly, **will my property value and ability to sell be affected?** My professional answer to this, as a Realtor, is 'Yes'. My current property value is \$550,000 based on current sales and nearby listings. My husband and I have put more than this value into our property, since purchase. Our **neighborhood is not a remote area** like others chosen for large solar projects. The solar project will cover more than 80% of the 220 acres zoned in Kuna city.

Our neighborhood is quiet, with many horse owners located on 10 acre parcels. We purchased our properties with the expectation that it would remain

residential or agricultural. The massive takeover from industrial zoning could never be anticipated. If we try to sell our properties during construction of the solar project, the buyers will be scared away by the sheer magnitude of the transformation of land from alfalfa field to bare ground with concentrated solar panels. Literally, a sea of black - would you want to live next to that?

As homeowners here, I can tell you that **we are scared**. Our only hope is that you can protect our interests.

Thank you,

Crista Vesel, MSc

Troy Behunin

To: Tony Weston
Subject: Origis Energy Solar Project

From: Tony Weston [mailto:tweston75@gmail.com]
Sent: Tuesday, August 04, 2015 11:20 PM
To: Troy Behunin <TBehunin@cityofkuna.com>
Subject: Origis Energy Solar Project

To whom this may concern:

My name is Tony Weston and I am writing to you concerning the negative impacts to our community caused by the proposed Origis Energy Solar Project. My family and I reside at 18433 S Cloverdale Rd., which is directly West of the proposed solar project. My first concern is the speed in which this project has gone through the preliminary approval processes. It is hard to believe a complete environmental assessment has been completed. Moreover, my neighbors and I are offended by the short notice given to the community regarding construction of this project. Why were we not informed of this months ago? Why has there been so little outreach from you and this company to the members of the community? From where we stand, it appears this company is trying finish this project as fast as they can so as to bypass any input or opposition from the community. We do, however, have some very legitimate concerns. My issues are as follows: 1) Property value. This solar project will have a negative effect on the value of our homes and property. Many of us have everything invested into our property and the effect of this project could mean eventual financial ruin. 2) Increased Traffic. Many of us in the community have younger children that travel between houses in the community via bicycle or horse back and we do not want the increased risk that come with higher traffic volume. This was the reason we moved to this area. 3) Industrial appearance. This solar project will be an eyesore to the local residents. No amount of landscaping is going to cover up the huge complex we will see right out our front window. 4) Environmental. Have there been ecological impact studies or archeological surveys completed for this site yet? Is there proof that this will not effect protected and endgered species in the area? Also, what effect on the environment will the hazardous materials incorporated into these solar panels have, especially when their service life is done? I have not seen anything in reference to what will happen to the panels in 30 years when they are not in use. Will they be left here to pollute the area?

In closing, know that as a community we are not unreasonable people. We would just hope that these concerns will be taken seriously and that perhaps there could be another location(which would not need to be to far away) that could suite this companies purposes without being so close and imposing to our residences or some sort of compensation for the ineventable loss our community will experience in multiple aspects. Thank you for your time.

Regards,
 Tony Weston

1

Re: 15-04-SUP (Special Use Permit) Boise City Solar

August 4, 2015

18710 S. Cloverdale Rd, Kuna, ID 83634

To the attention of the City of Kuna Planning and Zoning Commission,

We are property owners on South Cloverdale Road, where we have lived in the Wednesday subdivision since 2000, with about 12 other neighbors in this development. Boarding the subdivision is agricultural land and BLM land.

We have been following the news of the major solar power generating facility, to be built at the Boise City Farm, located south of our home, off S Cloverdale Road, away from any subdivisions or residences.

We were shocked to learn last week that the solar power plant is now proposed for the property to the north and east of our subdivision! This facility is proposed to abut our property on our eastern border.

We are not opposed to solar power, but locating a massive solar factory such as that proposed, next to a subdivision with nice homes and families, is no place for this type of development.

Furthermore, this change of location of the facility, with limited notice and minimal time for more public input is not acceptable to us. This type of development with such a big impact to the neighborhood deserves more time for airing of concerns, investigation of impacts, and review of options.

Please ensure this development receives adequate review. Please do not allow it to be approved without more public input and investigation of impacts to the neighborhood.

Thank you for your consideration.

Sincerely,



Curtis and Sherrie Derr

CASE: 15-04-SUP

To the Members of the Planning & Zoning Commission,

Please accept for review and careful consideration the following comments, questions and concerns specific to 15-04-SUP (Special Use Permit) Boise City Solar.

Kuna City Code 5-6-2-G SUP requires submission of, “A narrative statement evaluating the effects on adjoining property; the effect of such elements as noise, glare, odor, fumes and vibration on adjoining property; a discussion of the general compatibility with adjacent and other properties in the district; and the relationship of the proposed use to the comprehensive plan.”

- 1) Page 6 of the SUP application states, “Electricity will be generated via non-reflective solar photovoltaic modules that will be mounted on a single-axis tracking or fixed-tilt mounting structure.”

COMMENT: In order to exercise due diligence in the consideration of this SUP, we ask that the P&Z Commission request from the Applicant:

a) Submission of product specifications and testing reports for the particular PV modules that are proposed to be installed for review and comment by the City and the Citizens prior to consideration of the SUP. Specification sheets must include reflective characteristics of the modules for assessment to compliance with City Code 5-6-2-G (glare).

b) Submission of product specification and testing reports for the mounting/tracking system that the Applicant intends to install for review and comment by the City and the Citizens prior to consideration of the SUP. This would require the Applicant to decide whether they are asking for approval of “single-axis tracking” OR “fixed tilt” mounting structure. Fixed mounting will have an enormously less impact upon those who live within the immediate vicinity of this proposed site due to tracking glare concerns.

- 2) Page 32 and 33 of the SUP application included these Q&A:

Question: What is the cost of the solar power?

Answer: [Avoided cost rate calculations were described.]

Question: What does this project do to the resale value of the homes?

Answer: Unclear on outcome – not qualified to answer this question.

Question: Have there been any long-term studies on living next to a solar facility?

Answer: Not to our knowledge.

COMMENT: In order to exercise due diligence in the consideration of this SUP, we ask that the P&Z Commission request from the Applicant:

- a) Perform and other documentation showing the estimated cost per KW of the electricity produced on this site versus the contractual sales income which they utilized to determine if this site is viable.
- b) That Applicant commission and submit for review a report from Real Estate assessment and appraisal firms or experts to respond to the question concerning the impact on local property and home values
- c) That Applicant commission and submit for review a report from a 3rd party research entity all available, thoroughly investigated, data concerning the long term effect of resident adjacent to this type of power generation plant.

Kuna City Code 5-3-2: - OFFICIAL SCHEDULE OF DISTRICT REGULATIONS:

- 1) If a 500 +/- acre (Kuna and Ada County property combined) power generation plant is considered a Public Service Facility, then with a Special Use Permit, it could be located in any land use group (agriculture, residential, commercial, office, industrial and public area). This would include any location within the city whether downtown or rural.
- 2) It seems reasonable that the City would deny any Special Use Permit Application for a 40MW power plant to be placed on any site adjacent to a residential subdivision. We hope that the citizens in this residential subdivision will be extended the same consideration.

Tax credits and accelerated depreciation are artificial incentives. They artificially increase supply and attract capital to projects and products that are not otherwise viable. This is the case with solar power generation. Solar power plants do not economically stand on their own without subsidization from the taxpayers.

This subsidization also creates an indirect tax by the increase in power rates to Idaho consumers directly associated with wind and solar power plants selling to Idaho Power Co. Idaho Power Company is mandated to match the additional wind and solar capacities of these plants with conventional load capacity (hydro, coal, CoGen) production facilities. If there is any doubt on this, the P&Z should request additional information on this topic from IDPC.

While it is likely that local taxing authorities will receive increases in tax revenue over the agricultural assessment base, the larger question is what is the primary duty of the Kuna City officials, elected, appointed or hired? It seems intuitively obvious that the primary responsibility of those who work for the citizens of Kuna is to preserve and improve the quality of life in Kuna and the areas of Kuna impact. Market based growth is good and proper, not subsidy based growth. If this project were not a subsidy based project that will cost all rate payers more, we would support it.

While Kuna advertises that it is the Gateway to the Birds of Prey, how much consideration has been giving in this SUP process to the fauna and flora of the impacted area? Contrary to what the SUP application would lead you to believe, there is a thriving ecosystem at this location.

For instance, Since 2003, across the street from this proposed project, 1 pair of Swainson's Hawks have fledged 27 babies and have been able to do so from the prey and resources of this environment.

In addition to various birds of prey, the list of wildlife includes:

1. Ground Squirrels
2. Badgers
3. Burrowing and Barn Owls
4. Night Hawks
5. Swallows
6. Sparrows
7. Finches
8. Great Blue Herons (they hunt gophers and mice)
9. Hungarian Partridge
10. Quail
11. Pheasant
12. Long Billed Curlew
13. Killdeer
14. Flycatchers
15. Mourning Doves
16. Desert Toads
17. Big Ear Bats
18. Gophers
19. Gopher Snakes and Garter Snakes
20. Rabbits
21. Fox
22. Coyote
23. Weasels
24. Field Mice
25. Wintering grounds for the Northern Harrier Hawk

In order to exercise due diligence in the consideration of this SUP, we ask that the P&Z Commission request from the Applicant an environmental impact study investigating the impact to birds of prey and the desert wildlife who live and or hunt on this property?

Thank you for your time,

Brandon & Jennifer Schmeckpeper
18205 S. Cloverdale Rd.
Kuna, Idaho 83634

schmeck@aworld.com
208-283-9494



Memo

Re: Fire Considerations for Boise City Solar project

Date: August 18th, 2015

Roughly 90% of the makeup of solar modules (panels) consists of non-flammable materials (glass, silicon and aluminum). The balance of the materials are highly fire resistant and would melt, rather than ignite if exposed to an open flame. The modules used will be poly-silicon based and do not contain hazardous materials. All of the modules used will be certified by Underwriter Laboratories, using their 1703 Standard for Flat-Plate Photovoltaic (PV) Modules and Panels. This rigorous level of testing ensures that these same modules used in our ground-mount configuration would be safe for use on residential homes and commercial buildings. All inverters, wiring and other electrical equipment will meet or exceed National Electric Code. It is widely accepted that these products do not pose a threat of releasing hazardous or toxic fumes during a fire. Further, the risk of fire at ground-mounted installations is remote because of the precautions taken during the site preparation including the removal of fuels and the lack of combustible materials contained in a solar panel (mostly glass and aluminum).

Origis develops and maintains a comprehensive vegetation management/ abatement program as well as a safety program at all of our projects to ensure that our facilities are operated using the highest standards of care. An operating safety plan will be developed specifically for this site upon final commissioning. All on-site employees will be trained in emergency shutdown procedures and no visitors are allowed without strict supervision. Our properties will have a much lower potential for fire than they would be if left in their natural state and could even be considered a buffer zone, providing defensible space between the neighboring houses and the vast shrub lands to the east and south. Our business plan provides for a generous budget to ensure that this vegetation management and safety program will continue in full effect throughout the lifecycle of the project. The entire project will also maintain insurance throughout the life of the plant to repair or replace any damage due to fire to ensure the continued operation of the plant for the planned term.

In order to ensure the safety of any employees, visitors and/or first responders in the rare event that there was an on-site emergency, Origis has taken certain precautionary measures in designing our system. First and foremost, the entire system (or sections of the facility) can be shut down using readily accessible on-site controls or using remote control features that allow Origis operations specialist to instantly turn the plant off. All access gates will provide access for emergency responders and all internal roads will accommodate fire trucks and equipment with ample turning radii as well as turn-around features. Origis has consulted with Kuna Rural Fire District to introduce the project on several occasions and has not received any objections or additional requirements. We will continue to work closely with them throughout the engineering, construction and operation of the facility. This will include access to any available water for their use in fighting any on-site or nearby fires.

Lastly, it is worth mentioning that a portion of our property is not currently within a fire district. As a precaution, Origis has voluntarily begun the process of annexing our entire property into the Kuna Rural Fire District. This will provide further assurances that if an emergency were to occur, the entire plant area and property can be protected (if needed). We expect this process to be completed prior to the start of construction this fall.

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REGULAR PLANNING & ZONING COMMISSION**

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PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Vice-Chairman Stephanie Wierschem	X	Troy Behunin, Senior Planner	X
Commissioner Dana Hennis	X	Trevor Kesner, Planner I	X
Commissioner Cathy Gealy	X		
Commissioner Joan Gay	X		

6:00 pm – COMMISSION MEETING & PUBLIC HEARING

Call to Order and Roll Call

Chairman Young called the meeting to order at **6:04 pm**.

1. CONSENT AGENDA

- a. Planning and Zoning Commission **Meeting Minutes for July 28, 2015**
- b. **15-02-SUP** (Special Use Permit): Shayla Menard (Shayla's PawFaction); SUP to operate an in-home pet grooming service business located at 226 E. Chapparosa Drive - *Findings of Fact and Conclusions of Law*.
- c. **15-01-AN** (Annexation): 'A' Team Land Consultants; annexation of approximately 287.17+/- acres near the intersection of Kuna and Cloverdale Roads (Falcon Crest Golf Course) into the City of Kuna and designated as A (Agriculture District) – *Findings of Fact and Conclusions of Law*.

*Commissioner Gealy motioned to approve consent agenda;
Commissioner Hennis seconds, all aye and motioned carried 5-0.*

*Commissioner Wierschem motioned to modify the meeting agenda to move 'item 3 – Old Business' to after the 'item 5 – Public Hearing';
Commissioner Gealy seconds, all aye and motioned carried 5-0.*

Chairman Young asked if there were any individuals in the audience that was here to testify for 'Linder Farms' No one indicated that they were.

2. PUBLIC MEETING:

- a. **15-05-SN** (Sign): **Coleman Homes, LLC**– Chris Taylor - Applicant has applied for four (two at each entry) subdivision entry monument signs for the Timbermist Subdivision (for phases one and two); there will be four signs total.

Troy Behunin: Chairman Young and Commission members, for the record; Troy Behunin, Kuna Planning and Zoning staff, Senior Planner. The application you have before you at this time; 15-05-SN is a sign permit request for approval for a subdivision sign. Kuna City code requires that all entry signs and all entry monuments in the subdivision go through Design Review and that is the purpose for tonight. Hopefully you have had a chance to review all of the

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Commissioner Hennis seconds, all aye and motioned carried 5-0.

*Commissioner Hennis motioned to approve **15-04-DRC** for Memory Ranch Subdivision with the conditions as outlined in the staff report;*

Commissioner Wierschem seconds, all aye and motioned carried 5-0.

C/Young: Ok, before I call the next item on the agenda, I will just remind everybody of the public hearings rules and the time frames for testimony. With that, I need to disclose that the company I work for has a contractual relationship with the forthcoming applicant; therefore, I am going to have to recuse myself and turn this piece of the public hearing over to the vice chair.

C/Wierschem: Thank you. Before we get started, I wanted to ask if there was anyone here that has not signed up that would like to do so at this time. Could I have a staff member to take a sign up sheet?

C/Hennis: This gentleman needs to sign up.

C/Wierschem: And while they are taking care of that matter, I just wanted to kind of reiterate that tonight for our meeting, I am going to ask everyone who would like to testify, to hold their testimony to three minutes. However, if the buzzer goes off while you are speaking, you may finish your sentence, but when you take your next breath, I am going to ask you to stop at that time.

If you do not hear the buzzer, I will interrupt you. I want to make sure that we have adequate time so everyone has their chance to speak tonight. Do I have an applicant that would like to come up and present?

- b. **15-04-SUP** (Special Use Permit) **15-05-DR** (Design Review) - Idaho Solar 1, LLC / Origis Energy USA, Inc;
Applicant requests SUP approval for a 40 MWac solar photovoltaic project totaling 180 acres over 3 parcels, totaling 220 overall acres. Applicant proposes development of a commercial photovoltaic solar project, access from Barker Road, and design review approval for the accompanying landscaping in the required buffers.

Michael Chestone: Ladies and gentlemen, members of the Commission; my name is Michael Chestone. I am the director of development for Origis Energy, here to present the ID Solar One application. So I wanted to start out by giving you a little back ground on our company but I very quickly want to move through that to address the project itself as well as the concerns of the neighbors and make sure that we can address everybody's concerns and talk to them adequately.

Slides full screen please: Control L. Thanks. So I represent Origis group which is a group of companies that specializes in the development, construction and long term ownership of solar photovoltaic projects and solar PV projects alone. We have a long track record in owning and operating as well as developing and constructing these projects and we are truly experts in the field.

We are the long term operator of this plant and I would ask that you kindly remember that as we move forward and that our wealth of experience in owning and operating over 100 of these types of projects has brought a great deal of knowledge and information to bare, and comes into play in our design. So a fully comprehensive approach through the siting, developing, financing, engineering, the procurement of the equipment, the construction and the operations are all done at a world class level and with tier 1 players only. We have financed

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over three hundred million dollars of these types of projects in over five countries around the world with some leading banks you'll see and recognize there. I raise this issue so that you can appreciate that these projects are very well thought out; they go through deep levels of committee and due diligence, both in independent engineering as well as the financial aspects and the viability of them. This is just an overview of some of the places where we have some of our projects. I should note that my personal experience is more in the western U.S. and rocky mountain area as well and I have been in this industry for over twelve years.

While we are a larger multi-national company, we do pride ourselves on taking a localized approach and that really works its way all the way down through the chain as well; our local contractors, our local land owners, our neighbors and our communities in which we work and we feel that these projects truly bring a great deal of benefit both in the short term and the long term in the communities in which we work.

Solar is a recently, relatively new and I will use that loosely; in the last ten years, we have only seen these types of large projects, but the technology has been around since Bell labs in 1953 so this is a very well known technology; however, the cost of the capital cost of these projects has come down so significantly in the past few years due to the scale of their deployment worldwide that we have been able to compete on the level of fossil fuel generation. It is important to note again, that the technology is widely proven; it is widely accepted that these plants are in existence all over the western United States and have been operational for many, many years in quiet cooperation with the neighboring communities. Again, all of the materials in this plant; there are no hazardous materials or chemicals used and that includes the operational phase. We don't use any hazardous chemicals or sterilants contrary to some misconceptions. The development itself provides a significant tax revenue base, both short and long term jobs over the construction. There could be over 350 jobs created and in long term job creation, we are looking at about five full time equivalents when you take into consideration all of the vegetation management, the electrical and ongoing operations that you do to make sure that these facilities are operating correctly and safely. The community itself; every community that I have ever worked in has walked away very happy from these types of projects and have all experienced a great deal of benefit both from local hotels, gas stations, hardware stores, you name it. It certainly brings a large degree of benefit to the community.

So, I want to get right into the project itself; and I appreciate you having reviewed our packet. I know it's a little bit long. The application itself; we believe is fully consistent with all of the long term planning and zoning so from a code and legal perspective, we believe that the project is fully compliant as noted in the staff report.

A little bit more on the development status; we have a fully signed and executed power purchase agreement with Idaho Power. We are in the advanced stages of the interconnection process; we are finalizing the engineering and the financing of this project. This is rounding out and coming to a mature stage where it is ready to be shovel ready and built. The technology is a very inert, multi-crystalline panel that directly converts photons into electrons using the photovoltaic process. The modules themselves; the panels if you will, are put on a single access tracking system that stands about this high with the panel at the highest point and tracks from east to west to maximize your energy density and your energy production per acre so it's a very important piece is we try to maximize our efficiency and density per acre for this project.

There are no large reflective mirrors that cast glare or kill birds. Very important to note; the plants are nearly silent once they are in operation. In this case, we are proposing a series of types of fences is what we would ultimately end up with. One of the things, a concern has been raised by the citizens and the neighbors and we want to work closely with them to help appease some of their concerns, so if there is things that we can do to help be a good neighbor and be a good steward of the community, it is not that big of a deal and we would like to do that. At this point, we do need to have a six foot fence with some type of security feature around the top because of safety reasons, is the primary concern there. So what we propose as we go down further, perhaps we can mask that fence with some other natural feature like a berm or landscaping such that it won't be visible.

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So through the application process, we have tried to dot all of our 'I's' and cross all of our 'T's' with the neighborhood meeting, we voluntarily extended the diameter in which we sent neighborhood letters out. We had our public agency notification; generally not very many comments, certainly noting substantive there. We had not major objections from public agencies. I've been working very closely with Kuna Fire to show them the plans throughout the stage and help them understand their requirements and what they would see. We have gone through our site posting process; there are currently two signs out there; one on Barker and one on Cloverdale. I would like to note that we are outside the Birds of Prey conservation area and we do sit outside of that border. We believe that our impact to the actual birds in the area is going to be minimal; however, we have received some concerns about that so we would also like to voluntarily implement an avian monitoring and survey protocol as part of our plan so we want to recognize that concern and address it. But I should also note that these types of projects are well understood and well deployed in particular in California which is perhaps the most arduous permitting process that you can go through in particular for a power plant and they have the highest density of these plants. We are agriculturally zoned private property; all of the property is private and we are very clearly labeled a public service facility which is a designated special use as part of agriculturally zoned land.

This is an overview of the project. There are two jurisdictions involved; you as well as the Ada County Planning and Zoning for which we have filed a conditional use permit as well. This is not showing up all that clearly but essentially, what you can see is the top left portion which the northwest portion which would fall within the city limits of Kuna.

These are pictures of the technology itself. These are again, seventy two cell multi-crystalline panels sitting on a single axis tracker. We don't have to do extensive grading at this site. All of the natural drainage will flow as it flowed for decades and millennia perhaps before. We don't disturb the ground nearly at all except for these vibratory driven posts that go into the ground and then a series of twenty 'poured-in-place' concrete pads where the inverters sit.

So, community letters; this is very important to Origis that we work closely with our neighbors and I want to spend the majority of our time here to address those concerns if we could.

Again, health and safety, I wanted to dispel any misconception that there are any hazardous materials or chemicals being used. This is again, inert materials, and from an environmental perspective, solar P.V. is arguable the least impactful form of electricity generation. In terms of construction, we always strive for zero incidents during construction. That is a goal that we pay very close attention to.

The glare concerns: all of our modules use anti-reflective coatings and I have the independent engineering reports that validate that so it's a widely used practice; it's low-tempered, iron glass that I believe is 3.2 millimeters with an anti-reflective coating on the inside. These panels are designed to capture light. They are designed to maximize their efficiency and use light trapping techniques so that light does not escape. Further, we have had communication with the Idaho Army National Guard who runs their Orchard combat training center in the area who initially contacted us to discuss the project, and after a couple emails exchanged, they have expressed their support for the project and have not concerns for their flight operations which will be low flying over the project.

And again, from the neighborhood perspective, we are looking at a solid fence or essentially whatever we can do that will be within compliance with code and be most visually appealing. We'll work with staff to develop that.

Impacts to wildlife: again, this is not a lot of the solar plants which you have seen in the news which are the solar thermal reflective mirrors where they are roasting birds. This is photo-voltaic technology and we have intentionally stayed out of any sensitive areas and we sited and chose this property specifically for those reasons. We spent extensive time and money researching this area with our consultants and researching all of

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the study data that is available both at the state and county and different agency levels and have chosen the least impactful ground as we can. But again, recognize that it is within proximately to the conservation area and we would like to voluntarily deploy avian monitoring protocol.

So there are a couple of other things; I have talked about the visual impact and I think my message is loud and clear that we would like to develop a strategy in coordination with staff that will be visually appealing. We have attempted to adopt the landscape ordinances that the city has and wherever possible...you know, we will extend those or move things around materially and we have spoken to some neighbors that have contacted us directly. Anybody that has reached out, I have contacted them back within a matter of hours so I have tried to be as responsive as I could to anybody that has reached out directly.

A letter came in this morning from a gentlemen; Mr. Russ Fulcher, I believe? I may not be pronouncing that correctly, but I have provided a response letter to that hopefully, you have received. But some of the key elements that I would like to take away from that.

This project does not rely on subsidies. Much like any business, there are tax credits. Any semiconductor, aerospace facility; they are going to get some form of tax credit, but there are no ongoing subsidies that we rely on. This is not a facility that is going to need incoming money from the government nor do we receive a single dime from the taxpayers. This project in and of itself is adding to the tax base, both at the local level, the state level and the federal level. Without this project, the tax base would be less.

The technology: this area that we sit in is a summer afternoon peaking demand profile so air conditioners run in the hot summer months and the solar generation matches that very nicely so our pricing that we receive from Idaho Power; there is no impact to the rates that is an increase in the rates for local rate payers. If anything, this project is going to stabilize the rate and it provides a long term surety on a twenty year, pre-defined pricing with one of the most predictable sources of fuel that you can find in the world. Sunlight is far more predictable than the price of gas and so knowing the price of this fuel and the cost of electricity is going to stabilize this rate base. There were a couple of other statements in here that I have just found to be factually untrue, and so I have rebutted those in my response letter. Just from a technical perspective, they're simply not true and the primary one being that for every new megawatt of solar, that you would need to add another additional firm or base load conventional power plant to back up that intermittency; and that is just not the way that the system works. So I believe I have covered most of what I'd like to present, but again, I really appreciate the opportunity to present this and welcome the forum and any comments that we could have and look forward to working with the Commission, the staff and the community. Thank you.

C/Hennis: Thank you. Could I ask one quick question on your presentation? So, on your single axis tracking system? Your picture that you showed up here; you showed it basically an up to down tracking system. How does this one differ by doing an east to west? It doesn't seem similar to what you show up there.

Michael Chestone: So the rows are oriented north to south so if you are looking right down that row, you can see if the panel was here...

C/Hennis: Ok, so this would be like north on the right hand picture?

Michael Chestone: Yeah, that's correct.

C/Hennis: So it rotates that way? Ok. I understand.

C/Wierschem: Any further questions? Thank you.

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C/Gealy: No questions.

Troy Behunin: Vice Chairwoman Wierschem, fellow Commissioners, for the record, my name is Troy Behunin; Kuna Planning and Zoning staff, senior planner. The application that you have before you this evening; 15-04-SUP, special use permit and 15-05-DR design review; staff is here to notify you that the technical merits of the application. The applicant has submitted all of the materials that are required on our applications and they have been assembled in the packet for you. Hopefully you have had a chance to review them. I know there was a lot. Somewhere in the neighborhood of 110 pages and I can also tell you that in the packet, it does indicate the neighborhood meeting was held and a list of notes and the names of those who attended that meeting along with that, the other procedural items for notification for this project have also been followed according to the Kuna city code. The site has been posted properly. The applicant held a neighborhood meeting properly. Instead of sending out letters to landowners within 300 feet, notifying them of this project; the notification radius was actually closer to 1000 feet and this project was also advertised in the Kuna Melba News for this public hearing tonight. Along with the application for the special use permit for the 220 acres at the southeast corner of Cloverdale and Barker Road, there is also a design review application for the landscaping along Barker and Cloverdale Roads. The applicant has complied completely, 100% with the design review requirements for a landscape buffer for the immediate corner adjacent to Cloverdale and Barker for what will become the substation where the power will be collected and then transferred to Idaho Power Company; but because of the length of the project down Cloverdale and Barker, it has been requested that the standards be relaxed a little bit and it is the authority of the Planning and Zoning Commission to relax those somewhat so staff would also be seeking some kind of an approval from you on what kind of negotiations we can reach with the applicant on that. The applicant did mention putting up a fence in between their project and immediately adjacent properties and staff could certainly work with them on that and it would be allowed. They have provided all of the materials that we have requested, they have followed all of the notification procedures so I would stand for any questions that you have; but before you do that, I would like to read into record two letters. The applicant did mention Russ Fulcher sent in a letter this morning because he couldn't be here tonight to testify and for the benefit of the public that is here, I would like to read that into record so that all might hear his letter. So this is the letter:

Honorable Chairman Young, Vice Chair Wierschem, and Commissioners Gay, Gealy, and Hennis:

Thank you for your service. As a life-long resident of Idaho's Treasure Valley and someone who served the same constituency as you for ten years, I understand your service and your sacrifice; and I am thankful for you and what you do.

It is my understanding that you are considering a special use permit (SUP) for a solar generation facility in southeast Kuna. During my years in the Senate I had the privilege of working closely with the energy industry and have an appreciation for its' importance, along with the need to balance wise environmental management with fiscal stewardship. Specifically on this issue, I spent two years completing the legislative energy horizons institute (LEHI) program for gov't. Leaders (administered by the U of I). What follows may be information you already know, but I respectfully request you review these comments and insert them into the record as my testimony on this issue:

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1. As much as we all may desire, the current cost of transmission and inability to economically 'store' produced energy (of any type) prevents solar generation technology from being independently viable on a broad-scale. In short, taxpayer subsidies must be demanded for a large solar source to be competitive.

2. Solar energy is a "peak" energy source, which means it is not dependable 24-7 (ie: the sun does not shine all the time). Every time more "peak" energy supply is inserted into the power grid, an equal or more amount of "base" power (coming from the likes of coal, natural gas, or nuclear) must be made available to that grid. This is to guarantee the overall power source always to be stable. If you've ever been posed the question: "What type of power do you want supplying the operating room when you go into surgery", you recognize that the analogy favors "base" power sources as the most appropriate answer. Put another way, every time a "peak" source is inserted into the grid, the overall utility rate must increase in order to provide for an equal amount of "base" power.

Prior to your decision I encourage you to consider these points, and the incremental utility rate increase that approval of this facility will possibly necessitate, along with the following: How will the city of Kuna mitigate the cost of an inoperable solar facility if and when the necessary and affiliated government subsidies go away (which I believe to be an inevitable reality)? At a minimum, it appears reasonable to demand the developer provide up front for the fiscal needs of demolition and removal should it be necessary.

Again, I thank you for your service and also for the consideration of my testimony.

Sincerely,
Russ Fulcher

Troy Behunin: And then the response letter from the applicant was sent late this afternoon. It reads:

Honorable Chairman Young, Vice Chair Wierschem, Commissioners Gay, Gealy, and Hennis:

Origis Energy USA, Inc. ("Origis") is pleased to respond to the letter submitted by Mr. Russ Fulcher. Origis very much appreciates community input on our project as well as the community service that Mr. Fulcher provided in his various positions. With that said, we are compelled to response to some points that were made that are fundamentally and factually incorrect.

1. This project is not reliant on any subsidies and does not receive any money from any local, state or federal government(s). Like most industries, the solar industry does benefit from a tax credit (the Investment Tax Credit). A subsidy by definition is when dollars are paid to an entity from government funds, whereby tax credits are a mechanism provided to most industries to encourage growth and relieve tax burden over a pre-determined and short period of time (including conventional energy generation, wind, semiconductors, aerospace, film, defense, automotive, etc.).

2. This project significantly adds to the state, local and federal tax base with dollars that would otherwise never be realized without its existence.

3. The rates that our project is paid by Idaho Power for electricity are based on avoided cost. That is, these rates represent the replacement cost of electricity paid to any type of generation that they provided Megawatt Hours (MWh) during the same hours that we do. Our project is approved by the Idaho Public Utility Commission and will only serve to stabilize rates in the region. By having a project with long-term pre-determined rates and a fuel source as reliable as the sun, Idaho Power will be able to rely on a generator that affords some of the highest levels of cost predictability in their fleet.

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4. The statement below is misleading and we would be happy to discuss this in greater detail:

"Every time more "peak" energy supply is inserted into the power grid, an equal or more amount of "base" power (coming from the likes of coal, natural gas, or nuclear) must be made available to that grid."

-While true that our generation source is an intermittent resource, it off-sets existing conventional resources and does not necessarily require additional generation capacity. This is particularly true given that Idaho Power's generation mix primarily consists of hydro.

5. The Treasure Valley has a summer and afternoon peaking demand profile and does not currently have adequate supply during these peak hours. This is due to a number of factors, including transmission constraints to wholesale markets during peak times. In fact, many local farmers are forced to stop irrigating and curtail their electricity consumption due to inadequate supply during the time when solar is at its best.

6. To reiterate, this project does not require any money from tax payers (either initially or on-going) to maintain its economic viability. Like any other commercial enterprise, the continued viability is based on the underlying business plan. Our business plan is scrutinized to a much higher degree than nearly any other type of debt financing, with its assumptions validated before construction. The City of Kuna is not responsible for the eventual removal of this facility as this will be located on private land (similar to the City of Kuna not being liable for the removal of any equipment from any other private landowner's property).

I thank you for your community service as well as for the opportunity to correct some of the many common misconceptions that the solar industry faces. We are willing to discuss this further in a follow-up meeting with Mr. Russ Fulcher.

Sincerely,
Michael Chestone
Origis Energy, Inc.

C/Wierschem: Does anyone have any questions?

C/Hennis: I don't for him at this time.

C/Gealy: I do have one question: You said that you would like us to consider relaxing the standards due to the length of transmission along Barker and Cloverdale Roads?

Troy Behunin: The landscaping along those long, long stretches; some of which are more than a thousand feet.

C/Gealy: I missed the 'for landscaping' part. Thank you.

C/Wierschem: Thank you.

C/Hennis: One thing Troy; clarify for me what exactly is within the city boundaries given the site plan that they have, because there is only a portion of this that is in the city, is that correct?

Troy Behunin: That's true.

C/Hennis: So it is just the areas bounded by Cloverdale and Chiefs Farm Lane?

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Troy Behunin: ... and Chiefs Farm Lane, yes.

C/Hennis: ...and up to Barker, so just this area? Ok. So all of this down here is Ada County?

Troy Behunin: Everything south of Chiefs Farm Lane would be in the Ada County application which we have no jurisdiction over.

C/Hennis: Ok. Thank you.

C/Gealy: But what we're looking at in your report is all within our jurisdiction?

Troy Behunin: It is all within our jurisdiction, yes, but not anything within the Ada County jurisdiction.

C/Hennis: Hopefully anything we require; they'll help to follow up with. They have not heard their application yet?

Troy Behunin: No sir, they have not.

C/Hennis: Ok. Thank you.

C/Wierschem: Thank you. So at this time, I am going to open up the public hearing at 7:42 pm. And I am going to start with Sid Anderson; in favor. Sid, you did not mark if you wanted to testify or not.

Sid Anderson: Madam Chair, members of the Commission; my name is Sid Anderson, 4110 Rose Hill, Boise, Idaho. I do currently reside in Boise although I am a long time resident to this location. My family acquired this property in 1971 so I spent most of my life there. In addition to that, later tonight we have an ordinance regarding lot splits, which if it goes through, we will probably annex some additional property and build my future home there. Just a couple of items to kind of speak in favor of it; most of my neighbors that are there went in after I acquired this property and we wouldn't object to them changing the landscape of what we enjoyed out there from natural landscaping to residential. In fact, many of them we helped. In fact we are also retaining our current residence there. My parents are remaining there which is immediately adjacent to this project and we are excited to have this as a neighbor. We also still have a farming project that is surrounding most of this and we anticipate them probably being better neighbors in the long term than other residential projects so just kind of speaking to what happens in the future. As far as...you know, it is kind of a great opportunity that we have; cheap power that is produced without hazardous materials that doesn't have a major impact to the ecosystem or changes in the ecosystem and it is within our community. We are strongly in favor of that and it is also within our taxing districts so I think that is a great benefit to us as a community. I know that we have a tendency to move into a community and feel like it is going to be static and it has to remain that way forever; but the reality is that our communities have to be dynamic and have to continue to change and I know that changes is hard. No one likes to see it, but it is a great thing as well and that is all I have. I will stand for questions.

The Commission thanked Mr. Anderson

C/Wierschem: The next person in favor is Robert Paul.

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Robert Paul: Thank you. My name is Robert Paul; I am a solar developer.

C/Wierschem: Could I stop you right there? Would you state your address for the record?

Robert Paul: Of course. 149 E. Mallard Dr., Boise, Idaho.

C/Wierschem: Thank you. You may proceed.

Robert Paul: So I am a solar developer who recently had a project approved down in Elmore County. I am familiar with this industry. I have been in the renewable business for thirty five years as a developer and contrary to public opinion, developers don't get rich quick as I am sixty-six years old so ... maybe some do, but I haven't seen it so ... I appreciate your patience tonight. It is a long evening and what I wanted to thank you for is listening to all of the different stories because, as a fact, the solar projects that are in place and operating like this are very good neighbors. They don't require police support, they don't require fire departments, compared to a residential housing project, and it's far less intensive on the services provided by the city. I have been familiar with Mr. Chestone for some years and I have always been impressed with his ability. He is one of the few engineering geeks that is actually able to convey concepts like this across the table to folks like you and I believe that their company is going to do a very good job with the project. So that is all I have to say tonight. Thank you very much.

The Commission thanked Mr. Paul

C/Wierschem: And the next person in favor, you did not mark testify or not, so I am not sure... Dustin Shively?

Dustin Shively: Shively, yes I meant to sorry.

C/Wierschem: No, you're fine.

Dustin Shively: My name is Dustin Shively. My address is 2216 White Pine, Boise, Idaho. I am a mechanical engineer here in the valley and I have also worked in renewable energy for several years beyond my normal day job; I also teach renewable energy at Boise State University in the mechanical engineering department and I would like to express my support for this project. On a few different points, I guess the first is; I was raised in the Treasure Valley and grew up here and I remember --and kind of to echo what Mr. Anderson said, the times when between Boise and Meridian and Caldwell, Star wasn't even anything and everywhere else, there was nothing in between and slowly we are seeing it fill up with subdivisions and some people might say that is unfortunate and others don't because they see growth in the Treasure Valley. Those subdivisions had to abide by local codes and ordinances to be permitted and to be built and to be operated and continue on; and this solar project is doing the exact same thing. They are following all of the necessary steps, taking the necessary precautions to be permitted, to operate it, taking in feedback from the community as much as possible and following all of the steps. That is development and growth in the area, but I consider this to be just as good as those subdivisions that have grown up between the towns that used to be very distinct. Another point that I would like to make is; I don't know if it is this Commission or this hearing to necessarily debate the viability of a solar project and when they should be built and when the shouldn't and where the power goes and how much should you pay...?

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The fact of the matter is that if we do need to speak to that, I think it is important to keep in mind like Mr. Chestone said that these are long term contracts that don't receive money from the local taxpayers or taxpayers at all. I have no idea what gas is going to cost in the year 2035 but I do know how much Idaho Power is going to be spending on energy from this solar facility and that is set. I can look it up at say... at 1:00 in the afternoon on Thursday, they are going to be spending ninety five dollars per megawatt hour or whatever it is. If anybody in the room could tell me what we are going to be spending for natural gas in 2035, then let's go outside and chat because I would sure like to know. So they're very concrete and the third; and I am running out of time, is mechanical engineering students that I teach graduate, have a passion for renewable energy and they are going to Houston, they are going to Portland, they are going to San Diego because there is no renewable energy in Idaho and so many of them want to stay here, so many want to work here and yes, this is one development; but Idaho is a great place for solar and wind and geothermal; and the more that we get here, the more we can keep our students here and continue on in renewable energy in general so on those three points, I am definitely in favor of this project. Thank you.

The Commission thanked Mr. Shively.

C/Wierschem: And then, for neutral: Sherrie Derr does not want to testify, is that correct? Ok, thank you. And then, in opposition; I have Victoria Fredrick did not indicate if you wanted to testify or not.

**From the audience: "That would be me".

C/Wierschem: Would you like to testify.

**From the audience: "We are still thinking about it. We have a lot to say but we're kind of upset at the moment".

C/Wierschem: Ok, I'll go through the list and then I will come back. Next is Marie Champie; would you like to come up? Would you state your name and address for the record please?

Marie Champie: Sure. My name is Marie Champie, I live at 18802 S. Cloverdale Road. My property is adjacent to the Ada County part. We share a fence line for this project. I am south of Chiefs Farm Lane so I do not share a fence line with the Kuna part of the project, but since it is part of the entire project, I think that I have a say about this. This almost six hundred acres, is a solar enterprise, it is not a farm. It's listed as a solar farm, but there is no ag (agriculture), there is not horticulture, there are multiple commercial structures with an unknown long term environmental impact on a residential area that is adjacent to such a project. And this power will not benefit Kuna residents directly in any way. Unless someone, of course, stands to gain financially from selling land for the project or working on the project. Because of the present law; federal laws, alternative energy generated by small generation companies and individuals must be purchased by Idaho Power. Idaho Power would like that to change and they are working on getting that to change; but at this time, they have to purchase back power generated by alternate energy companies. Idaho Power is a subsidiary of Bonneville Power. I worked for Bonneville Power as a technical writer and I was the office manager for their Boise office until they closed that. Idaho Power generated power goes into the Bonneville system and then we draw back power from that system. When there is extra power, they sell it to places that don't have enough power like California or the ... um, I'm sorry, I am a little nervous... the Midwest or wherever the power is needed and they can then market it. So there is no power benefit to residents adjacent to this company or to Kuna residents

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whatsoever. Now if some of the people working on this project come in and buy things from the store, then yes there might be some benefits, but there are none at this point and there are 13 residents that are severely impacted, as I can see, by this because our property values; I don't see any way that our property values are going to go up because of being adjacent to a normal six hundred acre power plant. I respectfully ask for one second more... I really think that you should consider requiring and environmental impact for a ten, twenty-five and fifty year impact for the residents. It is also adjacent and adjoining to Birds of Prey.

C/Wierschem: Thank you. Next I have Curtis Derr.

Curtis Derr: Hello, my name is Curtis Derr. I live at 18710 S. Cloverdale Road. My wife Sherry and I have lived at that property since the year 2000 and similar to what you just heard from Marie, our property adjoins the Ada County portion of this proposed project and we share a boundary. While we have lived here for the last fifteen years, we've made a lot of improvements to our property, we've enjoyed the quality of life, we've enjoyed the views, we also understand what it means to be in an agricultural neighborhood and we are understanding of what it means to have Ag land as our neighbors and I grew up in Iowa so I have a long standing understanding of that and that is what we expected when we moved here and that is what we've experienced. So, with this request for the special use permit, I'd like to ask that the Commission deny that request. This is a commercial project that is not appropriate to adjoin with residential subdivision. This project has acres, and acres and acres of these solar panels. There needs to be a significant buffer zone between that expanse of solar panels, a buffer zone with Ag land, a wild space open area, whatever... this is more appropriate in a commercial or an industrial area. Further, there is a process concern that I have and a number of the neighbors have as well. This site was long expected to be at the Boise City farm, father south on Cloverdale and recently, very recently apparently; the site has changed and it has really taken the neighborhood by surprise and shock. So the neighborhood meeting notice that you heard about, did not indicate that the site had changed. So there was pretty poor attendance for many of the directly affected neighbors. Because of that, I feel as though there has been inadequate time for me to understand this project, for the neighbors to understand this project and request that it requires more thorough vetting and review. So, what I would request is that you please consider my request, and the neighbor's request. This massive solar farm is not right for our neighborhood. This should not be fast-tracked or approved for this site. It should not be sited adjacent to subdivisions. It's much more appropriate for a commercial or industrial area. Thank you very much for your consideration. I appreciate that.

C/Wierschem: Thank you. Next, I have Jennifer... and I am not going to attempt...Schmeckpeper? I apologize.

Jennifer Schmeckpeper: Schmeckpeper, yes. No problem at all. I am very used to that. I was here on behalf of Russ Fulcher.

C/Wierschem: Could I get you to state your address?

Jennifer Schmeckpeper: 18205 S. Cloverdale Road. We live on the west side of the proposed site and just for my owner clarification, we understood that it is 800 acres so I would like that terminology, because what you guys are seeing is proposed 200 to... then we've heard a total 600 and I have been told a total of 800. So that is a clarification that I have no idea. And again, I was here to speak on behalf of Russ Fulcher but I so graciously want to thank the staff for doing that for him and so I am just here basically on a totally emotional part now. I agree with all of our neighbors and I am not here to say that... private land – you should be able to do whatever you want on it. I totally believe that. But again, like Mr. Derr said, it is... I think it should not be in agricultural, not

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across from or adjacent to our neighbors and the west side of Cloverdale, we live up on the hill so a fence would do nothing for us. We see the top of everything, as far as the eye can see, clear to the packing plant... that is what we see. So what we would see is nothing but solar panels. Nothing else. And I would really, really think that you should just take a moment; go out there, come up onto the hill, look across... go down to their houses. Look and see the impact that it is going to be. And on the asking for consideration on the landscaping. The landscaping, if you note, on Cloverdale is like one tree per however many feet. Why put up anything at all? That is just another telephone pole. It should be a big huge berm, tree, tree, tree, tree, tree; shrub, shrub, shrub, shrub all the way around. And still, the people on the west side of Cloverdale; that would not even help because I can look right over my neighbors trees. And that's all. Thank you for your time and consideration.

The Commission thanked Ms. Schmeckpeper.

C/Wierschem: Brandon Schmeckpeper?

Brandon Schmeckpeper: Do you want to try it again? It's Schmeckpeper and I live with her, 18205 S. Cloverdale so pet simply on me. Just kidding honey.

I just have some questions on the whole project and things I have heard. So I am just, if you don't mind, go through my ragged notes and throw them out. Michael mentioned that they were going to do some kind of a cataloging protocol for the...

C/Hennis: Avian. The Avian protocol. Yes.

Brandon Schmeckpeper: Yes, what does that entail? And maybe it's not appropriate to look for response at this point, so I will just continue. I think he also said that they weren't going to use any chemicals to sterilize the ground. I might have heard that wrong, but I am curious what they will be using. We do have some goats across the street if you would like to rent them but it would take a lot. So I am just curious what you use in Idaho to sterilize ground without using chemicals? Has this project been discussed with the Birds of Prey? I just would be curious to see where they would weigh-in; either pro or con? What will the Planning and Zoning be requiring of the SUP of the applicant if it is approved? Are there going to be any conditions? I.e.: will one of the conditions be that the 800 acres will not be lit at night? We already see the prison. Anybody that lives anywhere close knows that that is definitely light pollution and if that site is dark, that will be something that is a lot more palatable to me. 800 acres is a lot of ground. It is like a section and a third so I would think ... I think I know the answer to this; that they're not going to want to light it because it costs money and electricity, but I would like to know. There was discussion on what... no monies transfer or change hands from either the feds or for anybody local. I think that subsidies were used more in a broad term. A tax credit is in my mind; and my definition is a subsidy. I don't get a tax credit for whatever I may do, so in essence, it is a subsidy and rather than argue that topic, what is the particular tax credit that is offered to these types of projects? It would be interesting to know. Will this project be viable to the applicant without the tax credit and without county property tax relief? Now, I heard the buzzer, but it's important to me to know that if Ada County says 'no, we're not going to give any tax credit' - does it still work for them? And I understand that has to go away after five years if they do, so after five years, if they rely on that tax credit today, it won't be there in five years; will it still work? Thank you for your time.

The Commission thanked Mr. Schmeckpeper.

C/Wierschem: Next, I have Crista Vessel.

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Crista Vessel: Crista Vessel. 18110 S. Cloverdale Road. To give you an idea of how close I am to the city project, if I were standing on my property, the city project would be at that wall, across Chiefs Farm Lane and I know that they mentioned doing the landscaping around Barker and Cloverdale Road, but Chiefs Farm Lane is also there and it abuts... it's right between the solar project and my house; and so having landscaping that is reasonable would help us a lot. I'd like to mention that there was a lot of confusion about that letter that came out for the meeting. I know that they held a neighborhood meeting, but that letter only said: "to discuss the latest plans our solar project located off of Cloverdale Road near Kuna, Idaho". It did not give the address, which previously, in February had been four miles south of our neighborhood out in an area that there are not houses. In fact, there is a sewer treatment area, but there are no houses out there. Many of us are not opposed to a solar project. We are opposed to a solar project in a neighborhood that affects us or anyone else. There is a definite rushed timeline for this project. The letter was one example. Also, there are many studies that have not been done. Idaho Fish and Game said in their packet: "the department staff are unable to conduct a thorough environmental review and provide appropriate recommendations at this time due to the compressed timeline for application to Ada County. The relatively large scale of the project and the staff's unfamiliarity with solar energy projects and potential affects to wildlife". Origis itself says that there are no long term studies of the impacts of a solar farm to their knowledge. Our neighborhood abuts directly to Birds of Prey. The end of the neighborhood is the beginning of Birds of Prey, so we are in an impact zone for that. I'd also like to find out; I've been told that there is minimal sound from these solar panels but that seems to be subjective measurement and as the neighbor closest to this project, I would like to know how loud that sound is? So, I hope that you please listen to our comments and realize that we are people. We are neighborhood that has been there since the early nineties or even before that and our lives are dependent on this project not taking place. We don't want to look out and see a literal sea of solar panels, where previously, there was agricultural land that provided food for cows and then food for us. Thank you.

The Commission thanked Ms. Vessel.

C/Wierschem: Next, I have Sarah Perdue.

Sarah Perdue: My name is Sarah Perdue. 18589 S. Cloverdale Road, Kuna, 83634. I live directly across from... sorry, I am a little emotional about this because my husband and I; we originally moved there and we put everything into our property. We love the place. From our view, a buffer is not going to help anything or a fence. Our view, we will see a giant sea of solar panels and I invite anybody to come out to our place and take a look at how this is going to affect us directly. I am also a licensed realtor in the state of Idaho so I do know that this will drastically affect our property values too having this big, industrial project directly behind and adjacent to our property and then Birds of Prey adjacent to the project. I had a lot to say, but I think I just let it all go. Anyway, I just wanted to address the fact that we are definitely against this project going in and I've been a little upset about the notifications and how it has all taken place and it's just all of a sudden; we don't even really have time to think about it. They are literally going to start this next month. I think that is all I have so thank you.

The Commission thanked Mrs. Perdue.

C/Wierschem: So at this time, I am going to go back to Victoria Frederick. Ok thank you. Seeing no others that have signed up, I will ask one last time; is there anyone in the audience that has not signed up, that would like to

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do so? Ok. At this time, I am going to close the public testimony for the hearing at 8:05 pm. Is the applicant still here? Would you like to come back up?

Michael Chestone: Ladies and gentlemen, thank you for the opportunity to respond to the issues that were raised. First and foremost, I would like to express a genuine sentiment that there was not intent to mislead or rush this process through and that our intent has always been true and open and honest. We have tried to work with staff and respond to anybody that has responded or contacted us including some of the folks that are in the audience and us going out of our way and incurring additional costs on our projects to potentially increase buffer zones when not mandated by code; and we still continue to wish to do that and we will voluntarily do that.

A couple of the other items just that came up. On the long term impact side of things, that was maybe taken a bit out of context. The long term impacts from a health and safety standpoint are well known. And these are very safe facilities. The long term impacts was in reference to property valuations and there have not been very detailed studies specific to large scale solar plants because the data set has not been statistically relevant to this point. There have been studies on wind projects that have been around for much longer and in fact, the most recent wind impact studies have shown that there is no conclusive impact to property valuation and we genuinely believe that.

As far as Idaho Power being required to purchase our power; that is true. There was a series of federal deregulations in 1978 that tried to essentially reduce the monopolization of the energy industry and allow private, small businesses to enter and compete on a voided cost basis and compete and sell power that way, so that is true.

The power is not shipped to the mid-west. The power is absorbed locally and any engineer at a transmission company will tell you that the siting location on the transmission system is actually technically, a real benefit to their system. It is very close to the load center. It is acting at a time when the load is the greatest and it complements that very well.

On the acreage question; the city of Kuna area of actual panel area is roughly 180 acres. Within Ada County, it is roughly 200 acres, so the entire area that is covered in panels per se, is about 380-390 acres roughly, give or take. And then there are access roads and we have also secured a larger area of land so when you see those increased acreage numbers, it is due to the parcel sizes being bigger, but we are not actually using all of the entire parcels.

We don't sterilize the ground using chemicals or otherwise; it's a mechanical vegetation control. So if that's mechanical from a goat or from a weed whacker, there are no chemicals put down to kill weeds. It's just not something that we do as part of our vegetation management.

We do not light at night. In fact, the only light that the facility will have is in an emergency situation. So there would be an alarmed lighting plan which is still under development that we will work through with staff, but the light would only come on in an alarm situation, which would be rare and very infrequently and could be remotely controlled and remotely shut off.

We have discussed the project with BLM (Bureau of Land Management) extensively and they support it. You know, unofficial level, we don't have a letter from them, but I've got to be a little careful there but they had no opposition to it.

As far as taxes to the County, to the city; in total, we anticipate about 3.3 million dollars being added to the tax base here in the County. 1.8 million of that from the Ada County side and 1.5 million on the Kuna side.

Idaho Fish and Game had subsequently responded back after their initial letter that was in the application and that was part of the public agency notification for the Ada County application so I just received that letter within the last couple of days and they requested as a condition of approval that we implement an Avian monitoring

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and survey plan during construction and operation and that we coordinate with US Fish and Wildlife so we are prepared to do that and it is part of our Avian survey and monitoring plan.

As far as the panels and the sound level on the panels; the panels themselves don't make any sound; they are similar to a t.v. screen; it's a piece of glass with semi conductors and transparent conductive oxides on it except there is no power electronics actually on the panels. Any noise that would come would be from small fans similar to a computer fan that run in the inverters and that is out in the central location or perhaps the primary transformer at the substation but it's a very low sound. I can come up with the DB levels, but it's certainly within the realm of the public service facility substation as clearly defined so other than that, I am happy to leave business cards with my contact information as I have throughout this process and maintain and open-door policy and welcome anybody that wants to come and talk with us. We'd be happy to try and work with our neighbors and as much as reasonably possible, try to address their concerns.

C/Gealy: I have a quick question on the sound. Would the pivot cause any sound?

Michael Chestone: I am sure that the tracker has some sound. I have stood next to them many, many times. I mean everything will emit sound, you know even something like this. The sound levels are barely audible to the human ear.

C/Hennis: One quick question if you can answer it at all. The previous location that they were speaking of to the south... why the change?

Michael Chestone: Sure. The primary change driver was... so Origis purchased this development asset from an original developer. The original developer had located the project down at the city farm site. Upon further due diligence, we were of the mind that the transmission line that would have to run up Cloverdale Road was both inappropriate in the way that it was trying to be permitted so we thought that there was some conflicts there as well as the pathway for the transmission line would have actually gone right in front of these folks' homes and I said, just because we could and we have right of way there; doesn't mean that we should. So that was another big concern because we didn't want to put a big transmission line in front of people's homes.

C/Hennis: Thank you.

C/Wierschem: I have a couple of questions. I think that it was brought up in the testimony; in regards to the landscaping on Chiefs Farm Lane, would you like to address that or?

Michael Chestone: Sure. So perhaps if we had the site layout up on the screen, I could maybe graphically show it, or I could draw it, but as you enter down west Chief's Farm Lane which is a privately owned road as part of our property, we would propose that...I suppose we landscape down along until the edge of their property. We are happy to do that. To the extent possible, we would increase the setback, but we do have certain limitations with the system design and what we can do; but we are certainly happy to provide additional landscaping there. Of if there are other things; I know there is a concern about the chain link fence. If we can do a natural colored chain link fence in brown or a green fence so that it's not the silver color, we are happy to do that, or a berm.

C/Hennis: Would you do the berm in front of the chain link.

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Michael Chestone: Yeah. So the chain link is really for safety and so we do stand firm that we need the chain link fence.

C/Hennis: Because we do have a city code that says chain link is not acceptable fencing material here. So that would have to be something you would work with staff to figure out because I understand the safety reasons, but it is also a city code item.

Troy Behunin: I'm sorry, what was the question?

C/Hennis: With regards to the chain link fence not being acceptable in the city code. That would be something that they would need to work out with you.

Troy Behunin: Actually, chain link fence is an appropriate fence.

C/Hennis: For this property?

Troy Behunin: For the zone that it is, chain link is acceptable.

C/Hennis: Ok, just not in a residential?

Troy Behunin: Well, it can be used for residential perimeter fence, but it can be used between homes, in front of homes and there are other zones where commercial projects actually have and do use chain link fence. Ag zone is not one that prohibits it.

C/Wierschem: I think one of the conditions, if they could use the slats.

Michael Chestone: The slatted fence; we would lean away from that because it can be detrimental to the panels themselves and we feel that I could create litter when those slats break, they can fly all over the field and they can also hit the under-skin of the panels which is a sensitive UVA back skin, and when it nicks the back of that panel, it can create damage. We could look at like ... a fabric or something like that as an alternate, but just the hard shards of plastic flying around the site, we think it's not a good way to go.

C/Hennis: Ok.

C/Wierschem: Does anyone else have any questions?

C/Hennis: Not at this point, no.

C/Wierschem: Thank you.

Michael Chestone: Thank you. I appreciate your time.

C/Wierschem: So this brings us to our discussion and I guess I would kind of like to direct the Commission to consider; because we are doing a design review and then a special use permit – to look at them in two different areas and make your recommendations accordingly. And, I know this project is of a large scale and lots of

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material to read and investigate and research. I know that I have spent several nights researching it myself because I do live in this community and I want to be a good steward to everyone within our city and our county. So I do take this project to heart and I understand the concerns that were brought up tonight within the testimonies that were given. I would just like us to keep those in mind and see what the rest of the Commission feels.

C/Hennis: I agree with you. You know, I myself, as a property owner here in the area have dealt with something similar; where a development going in adjacent to an agricultural/rural property so I look at this as very similar to what I would want. Would I want this? Would I not want this? Unfortunately, I do not think with some of the opinions tonight would agree with me, some of the alternatives that I have faced; I would prefer this over a couple of the alternatives that I have been dealing with because it is a silent neighbor. It's a very easy neighbor to deal with. It is not very sightly, but it is better than a six lane road. So, I do feel for you. I have literally sat there and said: 'if I were in your position, how would I deal with this?' –Because, I have done it. So- we don't take this lightly. We do take all of your considerations to heart, but again, it is a fairly silent neighbor. It is dark at night. It is silent. It is not affecting the habitat that we are aware of. They can live in amongst this as well as anything. You know, if the applicant is in agreement with the monitoring of wildlife, then that is good. And it is especially beneficial to the farmers in the area that have had the effects of the 'peak' energy times with their irrigation, I think it would be beneficial and I think it would directly affect the neighbors –to their benefit; to the agricultural and everybody else that is affected by the power outages and such. Because we have had some unstable grids out here.

We do need to work on the landscaping though and the buffers, I agree.

C/Wierschem: So I guess I would just like to ask the Commission; do you feel that you need some additional time for this consideration because of the large scale? Or can you make a recommendation tonight?

C/Gealy: Question for staff; is this an accelerated timeline?

Troy Behunin: This was not an accelerated timeline. It followed all the protocol for noticing including public agency notifications which is actually quite strict.

C/Gealy: Thank you.

C/Wierschem: So, Troy would you kind of just clarify the timeline on public notice and go through that whole process one more time?

Troy Behunin: Sure. When an application comes in, an applicant must have held a neighborhood meeting, which was done, prior to application. The application must be reviewed; and the material that is submitted is then sent to public agencies for their review and while it is not inclusive, we do not request comment from FEMA, the National Guard, or Coast Guard or other such agencies. We have the protocol for the applications here for the Treasure Valley and locally; in Kuna, and those were followed. The public agencies have fifteen business days to respond and comments from those agencies were included with your packets. There was a late entry; Boise Project Board of Control, it did come on Thursday afternoon but they have no relevant comments to the project because there is not a valid water right; they have no facilities in the area and this applicant is not requesting anything from the Boise Project Board of Control which is the irrigation authority for the valley. Letters were sent out and were received within ten days of the public hearing tonight. Code requires seven days. The paper

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publishing requests was sent in as you can see in your packet; it was published in the newspaper on July 22nd, which is more than the time that is actually required.

C/Hennis: Thank you.

C/Gealy: Do you know where the Birds of Prey boundary is?

Troy Behunin: I understand that it is very close. It is not something that I monitor because it is outside of city limits.

C/Gealy: And the property, four acres to the south; that was the city's property?

Troy Behunin: When people have referenced this evening, the city's farm property; that is not a City of Kuna property, it is a City of Boise property.

C/Gealy: Is that in the Birds of Prey?

Troy Behunin: I cannot answer that. I don't know. I do know that it is a considerable distance further south.

C/Wierschem: Thank you.

C/Hennis: Do we think it would be beneficial to spend a little more time looking at this and table this to our next meeting to give us adequate time?

Commissioner Hennis motioned to table 15-04-SUP (Special Use Permit) 15-05-DR (Design Review) to the August 25th, 2015 regularly scheduled Planning and Zoning Commission meeting for further research; Commissioner Gay seconds; Three Commissioners aye and one opposed; motioned carried 3-1.

C/Hennis thanked all citizens in the audience and said the Commission would take more time to review the case and make sure that everything is addressed.

C/Wierschem expressed to both sides of the project that because the Commissioners want to be good stewards for future generations, they wanted to make sure that they get this right for everyone and thanked all for their patience on that.

Troy Behunin asked the City Attorney; Richard Roats if this item at the next meeting needed to be identified as a public hearing.

Richard Roats reiterated that the public hearing for 15-04-SUP (Special Use Permit) 15-05-DR (Design Review) is closed.

C/Gealy asked when the Ada County Planning and Zoning Commission would hear this project. Troy Behunin replied that he believed their hearing was on September 9th, 2015.

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PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Vice-Chairman Stephanie Wierschem	X	Troy Behunin, Senior Planner	X
Commissioner Dana Hennis	X	Trevor Kesner, Planner I	X
Commissioner Cathy Gealy	X		
Commissioner Joan Gay	X		

6:00 pm – COMMISSION MEETING & PUBLIC HEARING

Call to Order and Roll Call

Chairman Young called the meeting to order at 6:05 pm.

1. CONSENT AGENDA

- a. Meeting Minutes for August 11, 2015
- b. **15-02-AN** (Annexation) **15-02-ZC** (Zone Change), **15-01-S** (Preliminary Plat) and **15-04-DRC** (Design Review): Trilog Development - Applicant requests approval to annex approximately 10 acres into City limits and rezone an additional (approximate) 121 acres from A (Agriculture) to R-6 (Medium Density Residential to develop a 262 lot residential subdivision (Memory Ranch). The applicant seeks an R-6 (Medium Density Residential) zone for the subdivision as a whole. **-Findings of Fact and Conclusions of Law**

Commissioner Gealy motioned to approve consent agenda; Commissioner Wierschem seconds, all aye and motioned carried 5-0.

2. OLD BUSINESS:

- a. **15-04-SUP** (Special Use Permit) **15-05-DR** (Design Review) - Idaho Solar 1, LLC / Origis Energy USA, Inc: Applicant requests SUP approval for a 40 MWac solar photovoltaic project totaling 180 acres over 3 parcels, totaling 220 overall acres. Applicant proposes development of a commercial photovoltaic solar project, access from Barker Road, and design review approval for the accompanying landscaping in the required buffers.

-This item was tabled from the August 11th, 2015 regular Planning and Zoning meeting

Due to potential conflict of interest, Commissioner Lee Young recused himself from case #15-04-SUP and 15-15-DR.

C/Wierschem (Acting as Chair): Thank you. Before we get started tonight, I wanted to just remind everyone that the public testimony is closed. That was closed at our last meeting on August 11, 2015, and tonight we are here for questions, clarification and information that the body is going to be discussing so I would like to ask staff if there is any additional information received, or not received that you need to provide?

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Troy Behunin: For the record, Troy Behunin, Kuna Planning and Zoning Department. As you noted just a few minutes ago, the public hearing portion has been closed. We have not received anything new from the public or anything that should influence the decision tonight. All of the information that you should be considering tonight was delivered in the packets for the last meeting, so staff would stand for any questions that you have concerning that information.

C/Hennis: I don't have a question for staff.

C/Gealy: No questions.

C/Wierschem: None at this time, thank you. Does anyone have any questions for the applicant that we would like him to come back up and address? I do, if you would please approach, state your name and address please?

Michael Chestone: Hi. Ladies and gentlemen, my name is Michael Chestone, Origis Energy. 79 SW 12th Street, Miami, FL.

C/Wierschem: Thank you. I would like some clarification after reviewing the information; it was noted that part of the project is out of the fire district and being in the desert and being prone to naturally caused fires and so forth, and being a well on your project, I am wondering what would your steps be to ensure the safety of the residents around as far as your project and in regards to... would there be any emissions put into the air and so forth?

Michael Chestone: Ok, sure. First; the panels themselves, if there were ever a fire, then the panels themselves would have to have a significant fuel source next to it for them to melt, but they are 90% glass and aluminum so they are not themselves a fuel source. When we go into construction, and during long term operations, we actually mechanically through our vegetation management program, remove all of the underbrush. So we believe that the entire project area actually becomes a greater use for defensible space for the neighborhood than it currently is because we are actually taking that fuel out of there. Further on, the ****inaudible**** is not within the district so we've met with Kuna Rural Fire District on the project and we are in the process to annex that into Kuna Rural Fire, but if there were let's say; a large pile of brush for whatever reason, underneath the panels and it started to melt or smoke, there is not toxic fumes in these types of panels. These are poly-silicon panels. There are other types of panels that have gone through a series of studies because of some of their base materials. Again, not the type that we are using and even those panels have proven to be inert in a fire situation so there is zero hazards there for human health and safety.

C/Wierschem: Thank you. And I have a few additional questions so please be patient. The next thing I wanted to clarify on was safety and monitoring of the project once it is up and going and as far as the fence perimeter, in regards to vandalism, animals, natural causes, if the fence is damaged, how can we ensure the safety of the community?

Michael Chestone: Sure. So we do have roughly an equivalent of five full time employees that will be at least one dedicated full time staff to the plant for the ongoing maintenance and operations. The others; when I say five full time equivalents will be a combination of seasonal labor; panel washing, vegetation management, those sorts of things. As far as the integrity of the perimeter and the fence, it is something that we take very seriously. We've got both what we might consider more confidential measures of security that could be motion or otherwise. We certainly have cameras and we also have an infrared beam that spans the perimeter along the entire fence. So if that beam is crossed; if a coyote were to burrow through and disrupt that beam, we would know it and it would come through our custom monitoring software and we would get an alert.

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C/Wierschem: Thank you. I think that you spoke about this last time, but I would just like further clarification. In regards to transformer leakage; is it possible? Is it not?

Michael Chestone: Transformer leakage? Sure. So, the transformer may have mineral oil based content but there would be containment for that as is common with every transformer that is in every substation in every yard. At its core, it's an inert mineral and it is in fact, found on most of these pole mount transformers that you see. The white cylinders; it's the same mineral oil that's in those transformers, that would be in our transformer. And then we essentially have a pan underneath that to help collect that.

C/Wierschem: Ok. Thank you. And after re-reading your information that was provided, and you gave great length and details, but I just want to touch on ground erosion and if it occurs around the panels, how that would be maintained or whatever?

Michael Chestone: Could you clarify please, when you say ground erosion?

C/Wierschem: Well, I guess like wind and water reshapes land and would the panels reshape over time for erosion?

Michael Chestone: We don't anticipate any long term modifications to the site itself. It drains naturally and it drains very well. All of the water will be retained on site and evaporated in its own topography. As far as other types of erosion that could result, there is really nothing that would occur. There could be if there was an electrical box somewhere and there was water dripping, then there could be a small divot or something in there but it is minor. And that would all be again, taken care of during operations so anything that would be ongoing would be filled.

C/Wierschem: And an item discussed last time was the noise level. And I don't believe it was stated on the decibel... that noise that would be produced. Do you happen to have that for tonight?

Michael Chestone: I do. I'm going to have to get the exact decibel level. If you don't mind, I'd like to check first. If I could request to just take a moment and look on my computer?

C/Wierschem: Yes, please do.

Michael Chestone: Sorry about that. Thank you for your patience. These particular types of inverters have a noise level of 25 decibels which is quieter than a refrigerator producing more of a hum. As you move away it reduces further down to...

****inaudible talking from the audience****

C/Wierschem: Excuse me, if I could just interrupt for just a second. At this time, I am going to ask that audience to please refrain from blurting out.

Michael Chestone: ... so, my apologies, it is a logarithmic calculation as you move further away, but the base answer to give you is 60 decibels at ten meters; and that is equivalent to about a household air conditioner. And as you go further away, that dissipates and it would dissipate about the same rate that you would if you were to move away from an air conditioner.

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C/Wierschem: Ok, thank you. And in regards to the height of the panels as they are tilted to the maximum height; at what degree do you believe they would exceed the height of a six foot fence?

Michael Chestone: Never.

C/Wierschem: Thank you. And at any time would the panels go above the six foot fence?

Michael Chestone: No, and in fact, one of the things that we are working on and talking through is trying to have a landscape barrier there that would help to alleviate some of the concerns along the western edge of the property that is adjacent to most of the homes. So we are meeting... we also met with Ada County and that's an Ada County portion and I think that is where a lot of the concern lies. But what we're working through with them is trying to find a full ... essentially block out shrub line so that you wouldn't even see a fence; it would just be some kind of plant that we've yet to determine, but we're absolutely willing to do it and it is something that we are moving towards so that we can help alleviate some of the concerns and that would be potentially, slightly taller at some points than the six foot fence so you wouldn't see the fence. You wouldn't see the panels.

C/Wierschem: Thank you. Does anyone else have any other questions?

C/Gealy: Yes. Could you go back to the noise level; you said 60 db at ten meters; is that for each panel?

Michael Chestone: No. So the panels themselves don't make any noise. Yeah, it's a solid state semi-conductor and then the noise comes from the inverter stations that would be set back into the field.

C/Gealy: They don't make any noise? Ok. And how many of those will there be?

Michael Chestone: In the Kuna portion, in total there will be twenty of these stations. In the Kuna portion, there are I believe ten; maybe eight. Nine, exactly; to answer your question. None of those are on the perimeter, they are all inside as you can see on the layout, the dots that sit inside on the drawing there.

C/Gealy: Thank you.

C/Wierschem: Are they located on this? Would you mind, please...

Michael Chestone indicates to page C-01 of the site plan contained in the staff report.

Michael Chestone: They are these dots; each one of those.

C/Wierschem: Thank you. You mentioned that there was a discussion going on with Ada County and I am wondering if there is a discussion that you have had with our staff or others in regards to landscaping and trying to be a good neighbor; has there been a decision made or an agreement other than what has been presented?

Michael Chestone: There is an area that is on, I guess the first area that is on west Chief's Farm Lane as you're going down and...

C/Wierschem: Would you like to approach please?

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Michael Chestone: Sure, so it is this area right here; this is the closest property here. So the amount that we can move of these panels, to another location, perhaps we look at over here. Part of that is going to be driven by technical constraints on the plumbing and electrical requirement, but we are willing to move these.

C/Wierschem: Ok.

Michael Chestone: And we are willing to landscape this and have an additional buffer right there. And maybe you could add that as a condition of approval.

C/Wierschem: Ok. Joan, did you see? I'll show you. Does anyone have any further questions?

C/Hennis: Not for the applicant, no.

C/Gealy: We talked some about the fence that is chain link with some sort of wire on the top; and then there was some conversation about using slats to make it a solid fence, but you indicated that slats could cause debris. Do you have any other suggestions for that?

Michael Chestone: So, again, the slats are also against Ada County code so it is in violation of county code and we confirmed that again this morning while sitting and talking with staff, so we would not be allowed to use slats on the Ada County portion.

C/Gealy: ...on the Ada County portion?

Michael Chestone: What we are proposing is a shrub line so it is some kind of ... I think it is an Arbor Vitae or a Livonia Cypress or some kind of tree that essentially is a full block-out shrub line so you wouldn't even see the fence and then there would be a chain link fence behind that; but it would certainly go the height and then a little bit higher than the fence.

C/Gealy: And then, this may be a question for staff... but when staff presented at the last hearing, staff asked if we would consider relaxing the standards for landscaping due to the length along Barker and Cloverdale Roads.

Michael Chestone: Yeah, I believe again that Cloverdale was the request.

C/Gealy: And that was your request?

Michael Chestone: We looked at the original landscape requirements and we put together... for the corner there, and then it was a mutual discussion with staff that we said what these requirements were going to be and they said 'well, there is code' and we said that is an awfully long way and this code may not be designed for this type of application but to the extent that we can accomplish the same goal that the code was designed to enforce; and if there is even a better privacy aspect that we can use, we are certainly happy to do that. For us, we are less concerned about the actual species of plants and the aesthetics of the plants themselves as you might be in a residential subdivision or something like that; for us, we would like to help accommodate and alleviate some of the concerns of the visual aspect. So, we would be willing to work with staff to use whatever is allowable by code, or by you.

C/Gealy: Thank you.

The Commissioners thanked Mr. Chestone and proceeded with their discussion:

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C/Gealy: I have three notes that I want to make sure we remember:
-The applicant did agree to conduct an avian survey and monitoring at the request of fish and game so I want to remember that.

- I am not inclined to relax the standards for landscaping, but maybe modify the standards for landscaping or maybe do a little bit of rearranging of the landscaping that would be available along a long route to mitigate the neighbors concerns, so maybe we could cluster some landscaping in areas; to work with staff and the neighbors to mitigate those concerns.

C/Hennis: In addition to the shrubbery line that he was speaking of?

C/Gealy: Or, in addition to or in conjunction... that would then become an entire landscaping plan.

C/Hennis: Because I think that landscaping along there; the coverage that they are suggesting with the shrubbery line would definitely help block out some of the visual aspect, but then it becomes a little overwhelming as a "wall".

C/Gealy: Right.

C/Hennis: So I think we need to add a little ... I like your idea of some little clusters along there just to break it up.

C/Gealy: I guess my understanding was perhaps we could have a clarification, but there would be shrubbery where it could mitigate the neighbors concerns, but not landscaping everywhere and just wide open? Or was it going to be a solid hedge?

C/Hennis: Would the applicant come forward again? You were talking about the shrubbery line that you were discussing with Ada County along the western edge; are you talking the whole western edge or where specifically were you talking about?

Michael Chestone: When I was talking about the dense-packed shrubbery, I was talking about the Ada County portion along the western side immediately adjacent to the residences and then as we moved into the question about the relaxed landscaping, I simply indicated that we were able and willing to work with staff to find something in between or whatever is favored. Everything from, if it's less than; that is more preferable... if it's a full block out to the wall concern, or then something in between.

C/Hennis: Ok. You're talking, like on Cloverdale?

Michael Chestone: Yes. If it is the request of the Commission and staff, we are happy to do it.

C/Hennis: Ok, thank you. Cathy, did you have any other questions for him?

C/Gealy: No. Thank you.

C/Wierschem: Before we proceed, I just want to... I know each of you have this in your binders, but I just want to share this and this is landscape code; so I made copies if you want these.

C/Hennis: Do you know what the distance is down Cloverdale.

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C/Wierschem: I am sure it says so. Can I have staff approach please?

City Planner, Troy Behunin clarified lengths along the perimeter of the site. Cloverdale from Barker to Chief's Farm Lane is approximately 2100 feet. Barker Road frontage is actually greater at 2600 feet. A full mile is 5280 feet in length so half a mile in each direction.

C/Hennis: You know, I think if we move this area like they were speaking of; if we put the shrubs along Chief's Farm Lane then down behind the adjacent properties, well... actually this isn't even our consideration right now. It's just this area is what we are dealing with right now.

If we have them move that, so we can add additional buffering there, I think we're good. It just depends; I don't know if we would consider this a building development. I feel like it's more like parking lot landscaping because it goes from one shade tree per 35 feet to five shade trees.

C/Wierschem: I don't see it as a building development; I see it as more of an alternative method for the plants.

C/Hennis: Actually it's the same; one shade tree per 35 feet and five shrubs, so that is the same. So, it would come out to 60 trees; 300 shrubs.

C/Wierschem: Troy; could I get you to clarify in regards to a relaxed landscape plan that has been discussed and what has been ... what do you recall?

Troy Behunin: Well, first of all, let me just kind of clarify the discussion you are having about which standard this would fall under; this would be considered a development, so it would follow the three shade, and two evergreens per 100 feet. That may not be included in that which you are looking at. That sheet is actually provided to show that there is an alternate method of compliance; and this is in item number 2, near the bottom of the sheet. That is the code that gives the Director and the Planning and Zoning Commission the authority to suspend, modify or relax some of the standards from the straight code where it is deemed either impossible or impracticable to provide full compliance. So that is the code that is being invoked for that request. The landscaping code for a landscape buffer; it does require three shade trees and two evergreens and twelve shrubs every 100 feet, so this would be times 26 on Barker Road; and times 21 on south Cloverdale Road. So that is the standard as it is; as far as the length of the project, staff would agree that it is impractical to have that kind of an impact for the project. Both, in terms of water usage and also for the sheer size of the project; so staff would be supportive of anything less than the three shade or the... well, just about anything less than the three shades and the two evergreen and the twelve shrubs per 100 feet.

I believe that shade trees could create a problem; evergreens could create a problem; they get too tall and they cast a shadow, but staff would certainly support anything that this body comes up with in terms of something less than. And maybe it is just an open discussion; instead of having five trees per 100 feet, maybe it's three. Instead of twelve shrubs per 100 feet, maybe it's only six or maybe it is only eight. But also, please recognize that around the substation on the hard corner; that is a full compliance landscaping theme.

C/Hennis: Alright.

C/Wierschem: Thank you.

C/Hennis: I'm not too concerned about Barker Road up here. We don't have a lot going on the top side. I'd be more concerned about trying to focus our attention on; or at least my concern would be more on Cloverdale Road. Because we are going to be taking up that spot with the full compliance landscaping like he said, for the neighbor directly

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above and they're an agricultural field, so I would have no problem relaxing it on here and maybe relaxing it some along Cloverdale.

Troy Behunin: There was also a discussion about clustering the landscaping. That is a technique that is frequently used in all forms of development so it doesn't have to be one blanketed... you know; every 25 feet, there is a tree and every 17 feet, there is a shrub. It doesn't have to be that way; there can be a clustering technique that is frequently used.

C/Hennis: The difference here is that we kind of want that whole thing. If it is clustered, then you have open spaces.

C/Gealy: Troy, one more question; I'm sorry: with respect to the boundary there at the eastern edge of the lots that face Cloverdale, there is no landscaping proposed there, is that correct?

Troy Behunin: Actually, everything below this line; below Chiefs Farm Lane, is actually in the county.

C/Gealy: So, I am not looking at that?

Troy Behunin: I do not know if there is anything proposed on that. That would be the parcel that is the east side of the Amalgamated Sugar lot.

C/Gealy: Ok, thank you. Joan, did you have any questions or concerns?

C/Gay: My only question is how we would address that; how would we tie that up? How much detail do we ...?

C/Hennis: Well, we could specify the number of each that we would like to see in there, and then, let them work with the city to choose the appropriate types of trees so that it is a mixture and such. I think we would want to try to stay a little more towards evergreens, just so that they have a year-round type of barrier because I think that is more of a concern than during the summer time. So maybe we go one shade tree, two evergreens and like six shrubs or something; it's about half or a little more than half. What do you think?

C/Gealy: I'd rather not get that specific. But I would like for the applicant to work with staff to develop a landscaping plan and work with our city forester about what would be reasonable and still address these concerns for the boundaries that are in our jurisdiction.

C/Hennis: I don't know if we could let it go that vaguely though; that is the problem. I think we could address it by numbers and then as to whether they want them to spread them out, or do that kind of stuff; what type of trees, what type of shrubs is one thing, but I think we need to ... we can't just say 'yeah, we can relax it a little bit', because we need to give them some direction on that. I think that is probably the only thing that I would say.

C/Gealy: I am not inclined to relax the standard. I am inclined to expect flexibility; in that, they would cluster in ways to address the concerns that have been raised here.

C/Hennis: Do you mean on both roads, or just one, or...?

C/Gealy: Well, especially along Cloverdale.

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C/Hennis: Exactly my feelings as well. I am a little less concerned with Barker; that is the only reason I ask. Would you be up for doing...?

C/Gealy: Sure. Yeah, I think that makes sense.

C/Wierschem: And then it is our understanding that the applicant has agreed to ... along

C/Hennis: West Chief's Farm Lane? Right.

C/Wierschem: Yes, with those accommodations for the residents and then it would be landscaping along there.

C/Hennis: So, along the Ada County area, they are speaking of putting a shrub line to block the fence. Here, we are going to have chain link fence; especially if they go and group these trees; we are going to have visible chain link. They talked about putting like a shade screen because they can't do slats. Do we want to specify something of that nature because it helps decrease the visual impact as well? Because I don't think that just having chain link is going to be slightly. Especially, since the shade trees need to grow in.

C/Gealy: So, are you suggesting just a hedge along that length of Cloverdale Road?

C/Hennis: Or, just put screening material on the chain link.

C/Gealy: Like the slats?

C/Hennis: Well, no. Use shade cloth; that see-through shade cloth. Because the slats can damage, like he said, if it comes apart, it damages, or do you think we ought to try and screen it with vegetation?

C/Gealy: I think in some areas, vegetation and then some areas I think a chain link would be fine. Again, it's not so much for people driving by on Cloverdale, but people living on Cloverdale. What do you think?

C/Hennis: Right. It works for me.

C/Wierschem: Well, I agree; the visual needs to be addressed and I'm comfortable with the shrubs or the greenery, but I'm not ok with just chain link, so if we cluster along Cloverdale, I think then that needs to be addressed. If we don't cluster, then I think ...

C/Hennis: Because if we did a cluster of vegetation, then we would have these open areas, so that is what I tend to wonder. I like the look of the clustered, but I am concerned with in between there.

C/Wierschem: And the only way unless the staff has another solution, is the fabric.

C/Gealy: The fabric screen?

C/Hennis: Which actually does pretty well, I mean that is what most schools use these days.

C/Gealy: So we'll have some additional conditions of approval. That the applicant will conduct avian surveying and monitoring as requested by Idaho fish and game; that the applicant will work with staff to provide for landscaping along Cloverdale Road to address the concerns of the neighbors including screening fabric where appropriate.

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C/Hennis: Well, what do we want to say along Barker? What is our recommendation there?

C/Gealy: I think landscaping plan as submitted along Barker Road is fine.

C/Hennis: Just for that one corner?

C/Gealy: Well, what would you like? So that is two conditions.

C/Hennis: Well no, I am just saying... well, because right now, that is required. What we're saying along Cloverdale is also by code, required along Barker.

C/Gealy: So we can relax the landscaping requirements along Barker Road and the applicant can work with staff to identify....

C/Hennis: Maybe, cut the requirements down by half?

C/Gealy: By half.

C/Hennis: Ok.

C/Wierschem: No less than half.

C/Gealy: And the applicant is going to investigate the feasibility of relocating some of the panels that are closest to some of the neighbors?

C/Hennis: Yes; at Chiefs Farm Lane and Cloverdale Road.

C/Wierschem: And then in addition to that, there would be full landscaping on that portion of...

C/Gealy: At Chief's Farm Lane?

C/Wierschem: For the neighboring properties.

C/Gealy: Anything else?

C/Wierschem: I just wanted to get a clarification from staff before we make this proposal; in regards to the cloth or the material to be used as a buffer, any thoughts or concerns or other recommendations?

Troy Behunin: I do know that everything with Barker Road is under the control of the same company, so I don't know if that would have to do with your decision about landscaping along there; I mean, they own it. So everything north of the project is under their control. In terms of the screening or the cloth; staff would be a little concerned that it won't handle the wind but I am sure that through negotiations, we can certainly work through a method to work with the Arbor Vitae's or the other plants to provide a hedge in addition to the clustering technique that you have discussed. We can certainly work together and create something that is both effective and something that mitigates the impact. And something that is also pleasing. I am not an expert on the cloth that is used; I do know that it is used, but I do not know the duration or life of the cloth. I understand plants.

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C/Hennis: Thank you Troy.

C/Wierschem: So could we extend the conversation in regards to Barker Road then? Any concerns since they own the other property, instead of doing partial or full; any thoughts?

C/Gealy: We could make the condition that they would work with staff to mitigate the neighbors concerns across Barker Road.

C/Hennis: Well, that is what he is saying; there are no neighbors across Barker Road.

C/Gealy: Well, it happens to be them, but am I right?

C/Hennis: Well, yeah, it is an easy mitigation.

C/Gealy: But, do you still want to specify that we would cut the landscaping requirement by half for that length? I would still like the full landscaping at least at the corner.

C/Hennis: I agree; that is proposed.

C/Wierschem: I agree. Yes, because of the substation there.

Troy Behunin: That is not part of the request. The corner by the substation is ...

C/Gealy: Yes; that is proposed.

Troy Behunin: They already agreed to do full compliance with that corner.

C/Hennis: Well, I think they ought to put something along there to kind of close off their area. So maybe twenty-five percent along Barker Road and then just full compliance along Cloverdale; because, just because they are in control of it, doesn't mean that ...

C/Gealy: ...that they always will be?

C/Hennis: Exactly. I mean who knows what could come about in a couple of months?

C/Wierschem: How do you feel about having trees along that and maybe do more shrubs or greenery for that portion?

C/Hennis: Most of the shrubs are not going to be tall enough for a good four to five years. I mean, Arbor Vitae are about the only thing so I would almost like to see some trees until we can get some shrubs in there, but the trees are what is going to cover a lot of the sight line for the neighbors. A wall of Arbor Vitae is not necessarily the answer for aesthetics. I have seen enough of them.

C/Wierschem: As I was just looking at it, since it is just a field and in three, four or five years, whatever; those would be at sufficient height. Any comment or thoughts on that?

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C/Hennis: So, you are just talking about along Barker Road?

C/Wierschem: Yeah, just that.

C/Hennis: Well, I think this area right here; this is going to stay regardless, but it is from here on, for another 2100 feet. Because that right there in itself is only... this corner piece which is going to stay, is just this part right here. So we're talking about this whole length here. So this will stay the same regardless of our decision.

C/Gealy: I don't have a preference if they do trees or shrubs along that long stretch of Barker Road; again, I think they could work with staff and the city forester to determine what is the most responsible, reasonable thing to do in that area.

C/Hennis: Okay. I agree.

C/Wierschem: Any other last concerns?

C/Gealy: I guess I would want to be sure that the applicant is aware that the maintenance of this landscaping is their responsibility. That's already condition number 9.

C/Hennis: Oh, yeah, it is. It is already conditioned. Ok, no worries.

C/Wierschem: I would stand for a motion.

C/Hennis: Do you want to or do you want me to?

C/Gealy: Do you already have the additional conditions that we've been...? Does it all need to be part of the motion?

Troy Behunin: It needs to be stated as one continuous motion.

C/Gealy: Ok. Good luck.

Commissioner Hennis motioned to approve **15-04-SUP** (Special Use Permit) and **15-05-DR** (Design Review) for Idaho Solar 1/Origis Energy, with the conditions as stated in the staff report and the additional conditions that:

- 1) The applicant and landowner will agree to conduct avian survey and monitoring as requested by Idaho Fish & Game;
 - 2) the applicant will work with City staff to provide the appropriate landscaping and screening material along Cloverdale Road to full compliance with City standards; but these standards may be relaxed along Barker Road to no less than 25% of the City standards;
 - 3) at the corner of W. Chiefs Farm Lane and Cloverdale Road, investigate the viability of moving a group of panels and replace them with landscaping for screening for the neighbors;
- Commissioner Gealy seconds, all aye and motioned carried 4-0.

3. PUBLIC HEARING

- a. **15-04-S** (Subdivision) and **15-07-DR** (Design Review): – Ardell Estates Preliminary Plat and design review: A request for preliminary plat approval for a 261 (residential) lot subdivision in an R-6 (Medium Density



City of Kuna

Findings of Fact & Conclusions of Law

P.O. Box 13
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

To: Planning and Zoning Commission; acting as P&Z and Design Review Committee

Case Number(s): 15-04-SUP (Special Use Permit) 15-05-DR (Design Review)

Location: 927 N. Linder Road
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: August 11, 2015

Tabled for Decision Until: August 25, 2015

Findings of Fact: September 8, 2015

Applicant: Michael Chestone
Idaho Solar 1, LLC / Origis Energy USA, Inc,
1200 Brickell Ave. Ste. 1800
Miami, FL 33131
305.560.7539
Michael.chestone@origisenergy.com

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- I. Findings of Fact
- J. Conclusions of Law
- K. Decision by the Commission

A. Course of Proceedings

1. Kuna City Code (KCC), Title 5, Chapter 3, Section 2, of the official schedule of district regulations Section states a Public Service Facility in the Agriculture Zone requires that an applicant obtain a Special Use Permit (SUP). It is staffs view, that this request is valid, thus making the site eligible for an SUP. Proposed new commercial landscaping and commercial signage within Kuna requires development designs to be evaluated by the Design Review Committee (DRC) in an effort "to specify desirable building and landscape architectural styles and materials to create a sustainable and pleasing environment for residents and visitors alike".

a. Notifications

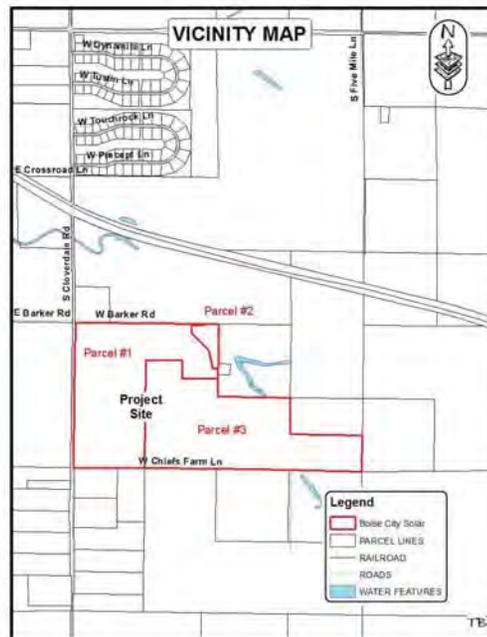
- i. Neighborhood Meeting July 8, 2015 (14 people attended)
- ii. Agencies July 20, 2015
- iii. 300' Property Owners July 30, 2015
- iv. Kuna, Melba Newspaper July 22, 2015
- v. Site Posted July 28, 2015

B. Applicants Request:

1. Request:

Applicant requests SUP approval for a 40 MWac solar photovoltaic project totaling 180 acres over 3 parcels, totaling 220 overall acres. This application proposes a commercial photovoltaic solar project for the purposes of generating a source of clean energy. Applicant requests access from Barker Road. Applicant seeks design review approval for the accompanying landscaping in the required buffers.

C. Vicinity and Aerial Maps:



D. History: The properties are in the City limits and are currently zoned A (Agriculture). This is active farm ground. This parcel has historically been farmed and used for other typical Ag purposes.

E. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Mixed-Use General. The applicant is not proposing a change in zoning and as such, staff views this land use request to be consistent with approved Comp plan map and current zoning for the parcels.

2. **Surrounding Land Uses:**

North	Ag, RP	Agriculture – Kuna City / Rural Preservation –Ada County
South	RR, RP	Rural Residential / Rural Preservation –Ada County
East	Ag	Agriculture – Kuna City
West	Ag	Agriculture – Kuna City

3. **Parcel Sizes, Current Zoning, Parcel Numbers:**

- 220 total acres (Approximately)
- A, Agriculture
- 3 Parcels: #1 S2110223000 (99.83 ac.), #2 S2110212400 (5.17 ac.), #3 S2110130600 (115 ac.) (Approximately)

4. **Services:**

- Sanitary Sewer– City of Kuna (*when available*)
- Potable Water – City of Kuna (*when available*)
- Irrigation District – Boise-Kuna Irrigation District (*when available*)
- Pressurized Irrigation – City of Kuna (KMID) (*when available*)
- Fire Protection – Kuna Fire District
- Police Protection – Kuna City Police (*Ada County Sheriff's office*)
- Sanitation Services – J&M Sanitation

5. **Existing Structures, Vegetation and Natural Features:** Currently the property is used for Ag. purposes and is actively being farmed. The site has items and equipment generally associated with farming activities.
6. **Transportation / Connectivity:** The applicant proposes driveway access from Barker Road.
7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. This site's topography is generally flat and currently has a pivot on it.
8. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), Ada County Highway District (ACHD – Austin Miller), Central District Health Department (CDHD – Lori Badigian) and Department of Environmental Quality (DEQ – Danielle Robbins). The responding agency comments are included as exhibits with this case file. The following agencies did not send in comments; Kuna Police Department, Kuna School District, Ada County Planning and Zoning, Idaho Power, J&M Sanitation, and the US Post Office.

F. Staff Analysis:

This site is located near the southeast corner (SEC) of Cloverdale and Barker Roads. The applicant proposes a 40 MWac solar photovoltaic project (solar farm) to generate clean electricity for purposes of selling the power exclusively to Idaho Power Company. The applicant will control 220 acres, however, the solar farm will occupy approximately 180 acres for energy generation. This acreage will allow for proper spacing and room for needed ancillary equipment and internal private-access roads, among other site restraints.

Applicant is requesting design review for the supporting structures/equipment and landscaping for the project. The landscaping request is submitted in two parts. Current code (K.C.C. 5-17-15) states applicants shall place two shade trees, three evergreen trees and 12 shrubs every 100 linear feet of actual frontage for the project. The applicant has proposed full compliance for the approximately one acre sub-station parcel in the northwest corner of the project. However, due to the sheer length and area of the proposed project along Cloverdale and Barker, the applicant requests consideration of a reduction in the required landscaping (in terms of numbers) for both frontages. Staff would generally support this action. The Design Review Committee (DRC) may negotiate this element with the applicant to strike a balance between full compliance and a set requirement that is less than full compliance. The DRC has the ability to modify landscaping standards, based on the merits of a given project (K.C.C. 5-17-19-A).

This project meets the criteria for PUBLIC SERVICE FACILITY; *Buildings, power plants and substations, water treatment plants and pumping stations, sewage disposal and pumping plants, and other structures, except public utility structures erected, constructed, altered, operated by municipal or other governmental agency, for the purpose of furnishing electrical, gas, rail transport, communication, public water and sewage services.*

According to staffs review of the application this proposed 220 acre project is within the Kuna city, Ag Zone. According to Kuna City Code (K.C.C.) 5-3-2, (the Land Use Matrix relied upon by staff) a Public Service Facility in the Agricultural Zone requires a Special Use Permit. This Application seeks that SUP approval along with approval for supporting structures for the solar project, and approval for site landscaping.

Staff has determined this application appears to comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards Case No.'s 15-04-SUP and 15-05-DR, to the Commission for their decision with accompanying recommended conditions of approval.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230, 546 and 570,
2. City of Kuna Special Uses, Ordinance 570 as amended,

3. City of Kuna Landscaping Requirements, Ordinance 2012-22, as amended,
4. City of Kuna Comprehensive Plan and Future Land Use Map,
5. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. Comprehensive Plan Analysis:

The Kuna Planning and Zoning Commission accepts the Comprehensive Plan components as described below.

1. The proposed SUP for the site is consistent with the following Comprehensive Plan components:

GOALS AND POLICY – Property Rights

Goal 1: *Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether proposed actions may result in private property “takings”.*

Policy 1: As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six criterion established to determine the potential for property taking.

GOALS AND POLICY – Economic Development

Goal 1: *Promote and support a diverse and sustainable economy that will allow more Kuna residents to work in their community.*

Policy 1.3: The City will develop a policy to provide incentives and/or assistance in order to competitively attract firms.

GOALS AND POLICY – Land Use

Goal 2: *Encourage a balance of land uses to ensure that Kuna remains a desirable, stable, and self-sufficient community.*

Objective 2.2: Plan for areas designed to accommodate a diverse range of businesses and commercial activity – within both the community-scale and neighborhood-scale centers – to strengthen the local economy and to provide more opportunities for social interaction.

Policy 2.3: Retail and residential land uses should be appropriately mixed and balanced with professional offices and service facilities to provide residents with a broader mix of services within walking distance from their homes.

I. Findings of Fact:

1. This SUP request appears to be in compliance with all ordinances and laws of the City and appears to be consistent with Kuna City Code (KCC).
2. The SUP use appears to meet the general objectives of Kuna's Comprehensive Plan.
3. The site appears to be physically suitable for Solar Energy generation.
4. It appears the proposed SUP uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. It appears the SUP is not likely to cause adverse public health problems.
6. The SUP appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
7. The existing and proposed street and utility services in proximity to the site appear to be suitable and adequate for solar farm purposes.
8. The Kuna Planning and Zoning Commission accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.

9. Based on the evidence contained in Case No. 15-04-SUP and 15-05-DR, this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map (FLU).
10. The Planning and Zoning Commission has the authority to approve or deny this SUP application.
11. The public notice requirements appear to have been met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

J. Conclusions of Law:

1. Based on the evidence contained in Case No.s 15-04-SUP and 15-05-DR, the Kuna Planning and Zoning Commission finds Case No.s 15-04-SUP and 15-05-DR, appear to comply with Kuna City Code.
2. Based on the evidence contained in Case No.s 15-04-SUP and 15-05-DR, the Kuna Planning and Zoning Commission finds Case No.s 15-04-SUP and 15-05-DR appear to be consistent with Kuna's Comprehensive Plan.
3. The public notice requirements appear to have been met and the neighborhood meeting appears to have been conducted within the guidelines of applicable City Ordinances.

K. Decision by the Planning and Zoning Commission:

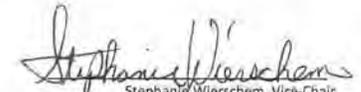
Note: This proposed motion is for approval or denial of this request. However, if the Commission wishes to approve or deny specific parts of the request as detailed in this report, they must be specified.

On August 25, 2014, the Planning and Zoning Commission voted 4-0, to *approve* case No.'s 15-04-SUP and 15-05-DRC based on the facts outlined in staff's report, agency comments and the public testimony as presented at the public hearing. The Planning and Zoning Commission of Kuna, Idaho, hereby *approves* Case No.s 15-04-SUP and 15-05-DR, a special use permit and design review request from Michael Chestone (Idaho Solar 1, LLC / Origis Energy USA, Inc.), with the following conditions of approval:

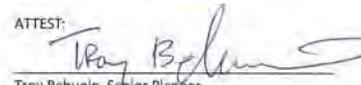
- Follow all staff and responding agency comments / recommendations,
 - Applicant shall provide an avian survey and monitoring (according to Idaho Dept. of Fish & Game recommendation),
 - Provide cloth screen (attached to chain link fence) and work with staff on landscaping scheme along Cloverdale Road frontage (with plant clustering), provide full compliance,
 - Applicant shall move the panels in the south west corner as agreed to with neighbors and as presented,
 - Work with staff and provide landscaping at 25% compliance along Barker Road (applicant owns the land north of project).
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve future sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The Boise-Kuna Irrigation District shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of a building permit.

2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
 - 2.1- With future development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
4. Compliance with Idaho Code, Section 531-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. Lighting for the entire site shall comply with Kuna City Code and follow accepted dark skies practices and use of LED lights project wide.
6. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
7. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise).
8. Signage within the site shall comply with Kuna City Code (A sign permit is required prior to sign construction).
9. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
10. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission, or seek amending them through public hearing processes.
12. The applicant's landscape plan (date stamped 7.7.2015) shall be considered a binding site plan, or as modified and negotiated with the Commission. The applicant shall work with staff and the City forester for a negotiated number of trees and shrubs for the frontages along Barker and Cloverdale Roads beyond the substation.
13. This development is subject to landscaping and building design reviews, among other land use applications as applicable, at time of future development. All remaining parts of the site will also be subject to the same.
14. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
15. Developer shall comply with all local, state and federal laws.

DATED: This 8th day of September, 2015.


Stephanie Wierschem, Vice-Chair
Kuna Planning and Zoning Commission

ATTEST:


Troy Behunin, Senior Planner
Kuna Planning and Zoning Department