

09/13/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-7749

NAME AND ADDRESS: LORETTA M STANDAL
609 RIVER RD
BLISS ID 83314

N STANLEY STANDAL JR
609 RIVER RD
BLISS ID 83314

SOURCE: UNNAMED STREAM

TRIBUTARY: SNAKE RIVER

QUANTITY: 5.210 CFS

PRIORITY DATE: 11/29/1978

The right for the use of water confirmed in this water right shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.

POINT OF DIVERSION:

T06S R13E S17 SESW Lot 3 Within GOODING County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
POWER	01/01 12/31	5.210 CFS

PLACE OF USE: POWER Within GOODING County

T06S R13E S17 Lot 3 SESW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The diversion and use of water for hydropower purposes under this water right is subject to review by the Director on or after November 20, 2014. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

03/31/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-7749
NAME AND ADDRESS: LORETTA M STANDAL
609 RIVER RD
BLISS ID 83314

N STANLEY STANDAL
609 RIVER RD
BLISS ID 83314

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:
Forfeited/abandoned due to non-use from 1993 to 2003.

RECEIVED

JAN 08 1999

Office of the Secretary

Service Date

January 7, 1999

Department of Water Resources

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

File 37-07749

IN THE MATTER OF THE APPLICATION OF) CASE NO. IPC-E-98-10
IDAHO POWER COMPANY REGARDING ITS)
PROPOSED CANCELLATION OF TWO FIRM)
ENERGY SALES AGREEMENTS.) ORDER NO. 27861
_____)

On July 1, 1998, Idaho Power Company (Idaho Power; Company; IPCo) filed an Application with the Idaho Public Utilities Commission (Commission) in Case No. IPC-E-98-10 requesting Commission approval of the Company's proposed cancellation of two Firm Energy Sales Agreements (Sales Agreements) between Lynn E. Stevenson and Arrowhead Trust (hereinafter collectively referred to as "Stevenson) and Idaho Power. Reference Agreement to Cancel dated June 10, 1998.

In 1984, Lynn E. Stevenson and Idaho Power entered into two Firm Energy Sales Agreements for the purchase of electrical capacity and energy to be generated by two under 1 megawatt qualified small power hydro electric production facilities (QFs) in Gooding County, Idaho, known as Stevenson Site No. 1 and Stevenson Site No. 2.

As reflected in the Application, the Stevenson QFs did not generate electricity during most of 1992. In July of 1993 a landslide occurred in the Snake River Canyon. Water in the Snake River backed up against the landslide and the increased water level upstream of the landslide inundated the Stevenson QF projects. As reported, it is not known at this time when, if ever, the Stevenson QF projects, as currently configured, will be capable of resuming operation.

In 1996 Idaho Power states that it served Stevenson with several notices of default (for lack of performance in the 1995-1996 period), which defaults have not been cured. Stevenson, Idaho Power represents, has disputed the occurrence of any defaults and has responded that if any defaults have occurred, they are excused by the "force majeure" provision of the underlying Sales Agreements.

Idaho Power and Stevenson have agreed that to avoid litigation of the issue of defaults and disputed claims it would be preferable to cancel the Sales Agreements. On June 10, 1998, the parties entered into an Agreement to Cancel the Firm Energy Sales Agreements thereby agreeing and

acknowledging that cancellation is "a full and complete release and settlement of all claims for injury or damage, or underpayment or overpayment which any party may sustain as a result of the other party's performance" of the Sales Agreements and the cancellation of same. IPCo reserves the right to remove (at its expense) all interconnect facilities and Stevenson waives any claim for salvage value. The effectiveness of the Cancellation Agreement is contingent on Commission approval. The Cancellation Agreement recites an effective date of May 1, 1996.

The Sales Agreements for the Stevenson QF projects, Idaho Power states, provided for payments to Stevenson at the rate of approximately 62 mills per kWh. The current purchase price of QF energy utilizing Idaho Power's approved avoided cost for small under one megawatt QFs is approximately 30 mills/kWh. Cancellation of the Sales Agreements, Idaho Power represents, would provide a significant purchase price reduction if the Stevenson QF projects are rebuilt in the future.

Commission Notices of Application and Modified Procedure in Case No. IPC-E-98-10 were issued on October 9, 1998. The deadline for filing written comments was October 30. Commission Staff filed comments on October 30. Reply comments were filed by Idaho Power on December 1st and Lynn Stevenson and Arrowhead Trust on December 2nd.

Commission Staff

As reflected in Staff's comments, the underlying QF contracts were for a term of 35 years. Site No. 1 has a capacity of 75 kW, a projected contract annual net energy amount of 286,000 kWh, and a projected annual revenue stream of approximately \$16,590. Site No. 2 has a capacity of 65 kW, a projected contract net annual energy amount of 194,000 kWh, and a projected annual revenue stream of approximately \$11,212.

Staff believes that the key issue in this case was Stevenson's failure to perform according to the Sales Agreements prior to the occurrence of the landslide in 1993 (i.e., the Stevenson QFs failed to generate electricity during most of 1992 and failed in 1992 to maintain required insurance coverages). Staff believes that the initial instance of default in these Sales Agreements occurred prior to the landslide when Stevenson failed to maintain the required Valued Loss of Income insurance. The primary purpose of this security provision, Staff contends, is to ensure that funds will be available to Stevenson to pay any debts owed to Idaho Power in the event the Sales Agreement is prematurely terminated, i.e., in this case the accrued overpayment liability resulting from levelized

rates. As the overpayment liability, Staff contends, existed at the time of the initial default, Staff believes force majeure occurring subsequent to the default cannot excuse the overpayment liability.

Based on records provided by Idaho Power, Staff believes that the failure of Stevenson to maintain insurance was not due to insurance being unavailable, but rather due to failure to promptly pay the premiums. While Stevenson is primarily responsible for maintaining insurance, Staff believes Idaho Power had a concomitant obligation of contract oversight and should shoulder some responsibility for ensuring that project owners maintain adequate insurance coverage in order to protect the Company's ratepayers. Staff believes that the Commission in considering this Application should attempt to protect ratepayers from shouldering the loss.

Idaho Power has calculated the amount of overpayment liability as \$90,908 for Site No. 1 and \$60,699 for Site No. 2, or a total of \$151,607. In addition, Idaho Power contends Stevenson owes \$3,066 for unpaid operation and maintenance of interconnection facilities. The total amount owed Idaho Power is \$154,674. Staff agrees with these figures.

Idaho Power and Staff believe that Stevenson was not excused from the overpayment liability as a result of force majeure. Stevenson disagrees. Staff recognizes that the dispute between the parties is a contractual matter falling within the jurisdiction of the District Courts.

Idaho Power has suggested that the cancellation agreement be viewed similar to a contract buy-out. In exchange for forfeiting any claim to overpayment liability and unpaid O&M charges, Idaho Power would be relieved of any future obligations under the existing contract to purchase energy in the event the projects are rebuilt. The existing contracts include levelized rates of 57.79 mills /kWh. Today's avoided cost rates for projects like Stevenson's are 31.06 mills/kWh. Given the difference in rates today, and Idaho Power's forecast of what those rates may be in the future, Idaho Power calculates that it could save \$383,911 over the remaining life of the contracts by acquiring an equivalent amount of energy from some source other than the Stevenson projects. The present worth of these savings is \$116,553 (computed at 9.199%, Idaho Power's overall rate of return as determined in their last rate case).

Staff questions the reasonableness of the Company's contract buy-out analogy. Staff queries whether Stevenson has ever seriously intended to rebuild the projects and continue to generate under the existing contracts. Indeed, for a period of more than four years, Stevenson has made no apparent attempt to remedy the force majeure. Furthermore, Staff contends that it is

significant that neither project was generating for most of the year before the landslide occurred. Staff contends that Idaho Power, had it exercised proper oversight, should have been able to terminate both Sales Agreements at no cost to Idaho Power or its ratepayers. Ratepayers would have benefited from termination of the contracts, and Idaho Power should have been able to collect the overpayment liability owed.

Staff believes that Stevenson owes Idaho Power \$154,674 and that this obligation remains in force, whether the Sales Agreements are canceled or not. However, despite its belief regarding overpayment liability, Staff also agrees with Idaho Power that the expense associated with pursuing the matter in court, and the small likelihood of being able to collect on any judgment, makes settlement a preferred alternative, albeit with one small but significant caveat. Staff recommends that as a result of the outstanding overpayment liability, approval of the cancellation agreement must be conditioned upon a requirement that Stevenson repay the overpayment liability from the salvage value of any generation equipment (if realized) and/or prior to the execution of any new contracts should Stevenson choose to sell his interest in the project sites or to redevelop and sell the generation from either site.

Idaho Power Reply

Idaho Power in its Reply states that it has no objection to any of Staff's proposed conditions but notes that in these pre-292 Sales Agreements the Company possesses no recorded security interest in the generation equipment or the real property. Obtaining such a security interest (without a court judgment) would require the cooperation and consent of Stevenson.

Idaho Power agrees that regardless of the size of the project, it is important for the Company to actively monitor and enforce contract terms and conditions. The Company states however, that in allocating its limited resources, it concentrated its enforcement efforts on the large QFs because of the magnitude of the overpayment liability risk. The Company reports that most of the larger QFs that previously relied on Valued Loss of Income insurance have converted to the new security provisions approved by the Commission in the U-1006-292 security case. Idaho Power commits to increase its efforts to enforce the terms of all contracts.

Idaho Power notes that in its enforcement of the legal and technical requirements of QF contracts, particularly for small QF projects, the Company has been guided by prior expressions of the Commission that utilities work with the owners and operators of QF projects to avoid requiring

Commission intervention in contract matters. As a result, the Company states that it has tried to make the intensity of its enforcement of legal and technical requirements commensurate with the level of legal and technical sophistication of the QF owners and operators. Should it be the Commission's desire that Idaho Power modify this approach in the future, the Company requests specific guidance.

Stevenson Reply

Stevenson disputes the calculation of the alleged net overpayment liability, contending that the amount is roughly \$75,000 rather than the estimated \$151,607. The reason for the disparity, Stevenson contends, is that the projects never generated the projected amounts of energy during their operational period.

Stevenson states that Staff is correct in its assertion that Stevenson did not maintain Valued Loss of Income insurance during the project's operational period. Stevenson disputes Staff's contention however, that the required Valued Loss of Income insurance was available, contending that despite repeated inquiries he was never able to obtain a premium quote.

Stevenson maintains that the force majeure event relieved him from the obligation to repay any alleged overpayments and entitled him to reinstate the contracts should generation at the site again become possible. Under these circumstances and because of what he contends is his legitimate legal claim, it is represented that the proposed settlement is a reasonable resolution of competing contractual rights and claims. The Commission is advised by Stevenson that it "should not lightly interfere with such a settlement proposal, particularly when no authority has been cited for the Staff's implied assumption that the Commission has the power to void or alter a proposed settlement of a contract dispute."

Notwithstanding the above, however, Stevenson states he is willing to agree to the proposed condition requiring delivery to Idaho Power of any net salvage value derived from the projects. However, Stevenson states that he cannot agree to the proposed condition that sale of the Stevenson real property or redevelopment of the site(s) would trigger payments to Idaho Power. This condition, Stevenson states, would effectively negate the settlement in its entirety. The result of such a condition, Stevenson states, would be exactly the same as if he abandoned perfectly legitimate legal claims and defenses and confessed judgment in an Idaho Power collection action.

COMMISSION FINDINGS

The Commission has reviewed and considered the filings of record in Case No. IPC-E-98-10 including the comments of the Commission Staff, and reply comments of Idaho Power and Stevenson. We have also reviewed the underlying Sales Agreements and take general notice of our subsequent security requirements in Case No. U-1006-292.

The Sales Agreements under consideration were an early generation of PURPA contracts preceding the Commission's -292 security requirements. We note as indicated by Idaho Power that availability (or lack thereof) of Valued Loss of Income insurance was one of the factors that precipitated the initiation of the -292 security case. The risk to ratepayers of premature termination in PURPA contracts with levelized (or front loaded) rates was a focus of discussion in the -292 case. If a levelized contract terminates prematurely there exists an overpayment to the QF, in this case calculated by Idaho Power (albeit disputed by Stevenson) to be a total of approximately \$155,000. The two Sales Agreements under consideration demonstrate that the risk is not just hypothetical, that without proper security provisions and liens there may be no practical method of recovering any accrued overpayment liability. It is also significant, we note, that the insurance and banking industry have exhibited an unwillingness to provide required insurance and escrow services. We also note that while we encourage working out contract disputes, we never intended that the Company forego ongoing contract oversight.

We find the Company's proposed method of handling the Stevenson contracts to be acceptable. The justification for doing so can be based on the difference between the QF contract rates and the existing rates for QF power. Idaho Power notes that it has no security lien, that the cost of litigation may be prohibitive and that even should it prevail it may not be able to collect. Stevenson for his part alleges that the force majeure event excuses performance, including repayment of the overpayment obligation. We find that the facts in this case are in dispute and we recognize that contract disputes generally fall within the jurisdiction of the District Court, not this Commission.

Stevenson acquiesces to Staff's recommendation that if the project equipment is sold for salvage value that the monies be applied to satisfy the overpayment obligation. We accept Stevenson's offer and condition our approval of the cancellation agreement on Stevenson's following through with his commitment. We expect Stevenson to notify Idaho Power of any sale of project equipment for salvage value.

CONCLUSIONS OF LAW

The Idaho Public Utilities Commission has jurisdiction over Idaho Power Company, an electric utility, pursuant to the authority and power granted it under Title 61 of the Idaho Code.

The Idaho Public Utilities Commission has authority under the Public Utility Regulatory Policies Act of 1978 (PURPA) and implementing regulations of the Federal Energy Regulatory Commission (FERC) to set avoided costs, to order electric utilities to enter into fixed term obligations to purchase energy from small power producers and to implement FERC rules.

ORDER

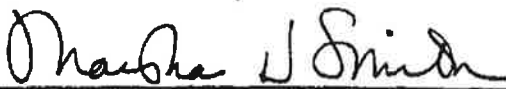
In consideration of the foregoing and as more particularly described and qualified above, IT IS HEREBY ORDERED that the Cancellation Agreement submitted in Case No. IPC-E-98-10 related to the Stevenson Site No. 1 and No. 2 projects be approved.

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

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 7th day of January 1999.


DENNIS S. HANSEN, PRESIDENT


RALPH NELSON, COMMISSIONER


MARSHA H. SMITH, COMMISSIONER

ATTEST:


Myrna J. Walters
Commission Secretary

vid/O:IPC-E-98-10.sw

RECEIVED
JAN 26 2001
Department of Water Resources

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 37-7749
Date Received: 3/24/1989
Receipt No: ~~8006664~~
Received By: *SP 26441*
KKC

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

LORETTA M STANDAL Phone: (208) 837-4970
N STANLEY STANDAL
609 RIVER RD
BLISS ID USA 83314

2. Date of Priority: 11/29/1978

3. Source: UNNAMED STREAM Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
06S	13E	17	SE SW 3	GOODING	

5. Description of diverting works:

CHECK DAM AND PIPELINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
POWER	01/01	12/31	5.21	

7. Total Quantity Appropriated is:
5.21 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
06S	13E	17	SE SW 3	POWER	

11. Place of use in counties: GOODING

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

same water flow and point of diversion as last fish pond on 37-7217. This property and water right purchased from Lynn Stevenson 4-15-2003.

The rights for the use of water confirmed in this license shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.

15. Basis of Claim: License

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 37-7749Date Received 1-22-2004Receipt Number 5026441

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) N. Stanley and Loretta M. Standal Phone (208) 837-4970Mailing Address 609 River Road Bliss ID Zip 833142. Date of Priority (Only one (1) per claim) 11-29-19783. Source of water supply (a) Unnamed Stream
which is tributary to (b) Snake River4. a. Location of existing point of diversion is: Township 6S Range 13E Section 17,
SE 1/4 of SW 1/4 of _____ 1/4, Govt. Lot, 3 B.M., County of Gooding

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Water is diverted from unnamed creek,
flows through Fish Pond to Forebay and penstock to Power House on the bank
of the Snake River

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Power Generation purposes from 1-1 to 12-31 amount 5.21 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 5.21 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Hydro-Electric Power. Licensed Nameplate 70 KW 130 ft Head

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
													P						

Total number of acres irrigated _____

11. In which county (ies) are lands listed above as place of use located? Gooding

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (X)

14. Remarks: Same water flow and point of diversion as last fish pond on
37-07217.
This Property and water Right Purchased from Lynn Stevenson 4-15-2003

Last Name Standal Ident No. _____

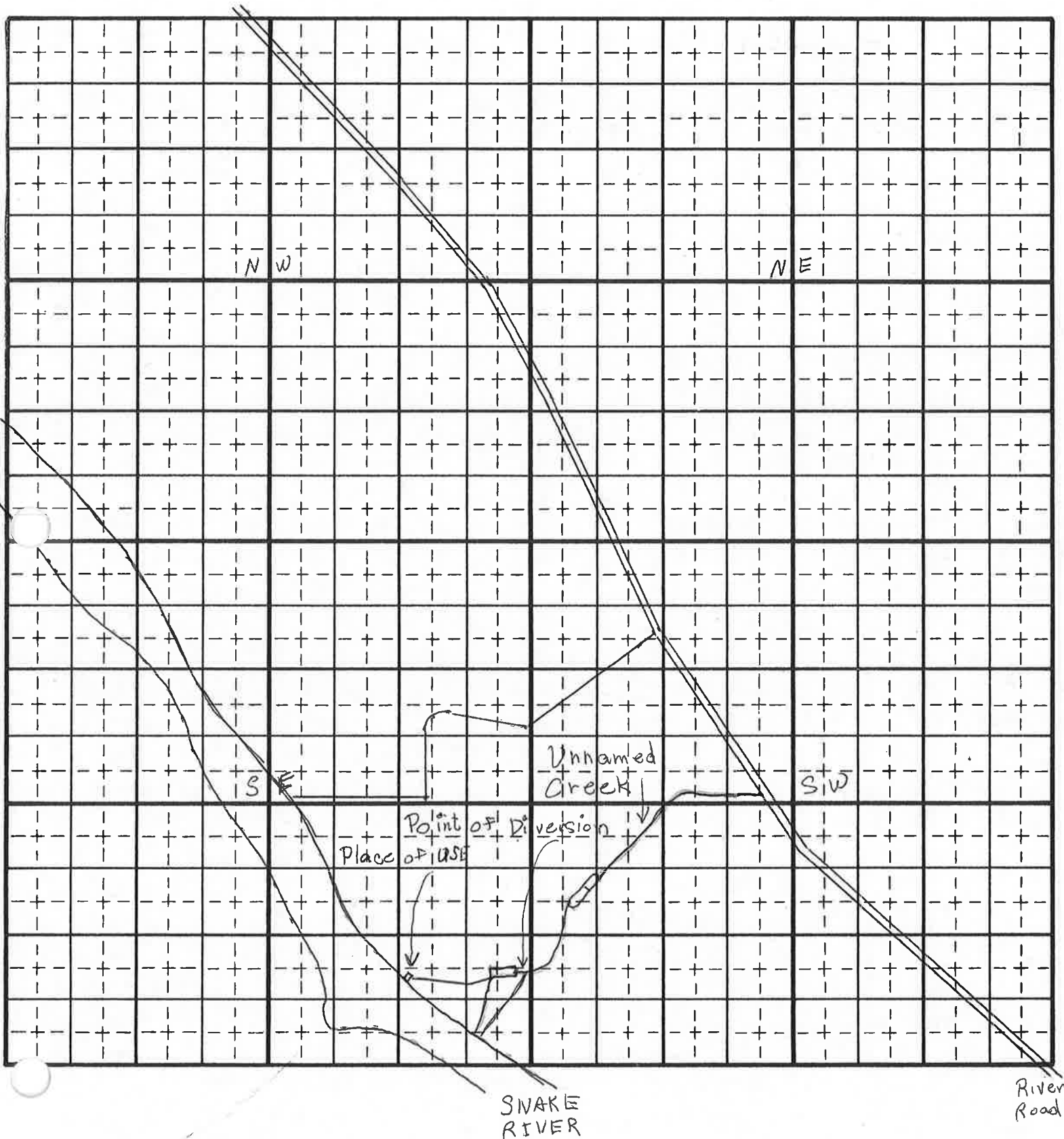
Copies: White -State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: $\frac{1}{8}$ inches equals 1 mile

8

This map shows All of Section 17 T6S, R13E



Last Name

Standal

Ident No.

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License ☒ Permit _____
Decree _____
If applicable provide IDWR Water Right Number 37-7749
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ☒ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s)

N. Stanley Standal

Date

1-22-2004

Loretta M Standal

Date

1-22-2004

For Organizations: I do solemnly swear or affirm that I am _____

Title

of _____, that I have signed the foregoing

Organization

document in the space below as _____

Title

of _____

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____

Date _____

State of Idaho/or _____)
County of Gooding) SS.

Subscribed and sworn (or affirmed) before me this 22nd day of January 19 2004



Notary Public

Stacey Clark

Residing at

Hagerman, ID 83332

My Commission Expires

1-14-2005

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name

Standal

Ident. Number _____

Copies White-State, Yellow-Claimant

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 37-7749 Priority November 29, 1978 Amount 5.21 cfs

THIS IS TO CERTIFY, that Lynn E. Stevenson
of Bliss, Idaho, has complied with the terms and conditions of Permit
No. 37-7749 issued pursuant to Application for Permit dated November 29, 1978,
and has submitted proof to the Department of Water Resources on August 7, 1980,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 5.21 cfs of water from an unnamed stream,
tributary to Snake River, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Power	from <u>January 1</u> to <u>December 31</u> at <u>5.21</u> cfs and <u>N/A</u>		
	from _____ to _____ at _____ cfs and _____		
	from _____ to _____ at _____ cfs and _____		

(both dates inclusive)

Subject, however, to the condition that no more than 5.21 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
N/A acre feet per year, said waters to be diverted within the Gov. Lot 3 (SE 1/4 SW 1/4)
Section 17, Twp 6S, Rge 13E in the County of Gooding

Description and location of place of use:

Twp.	Range	Sec.	Section																Totals
			NEW				NW¼				SW¼				SE¼				
			NEW	NW¼	SW¼	SE¼	NEW	NW¼	SW¼	SE¼	NEW	NW¼	SW¼	SE¼	NEW	NW¼	SW¼	SE¼	
6S	13E	17																	

The diversion and use of water under this license is subject to review by the Director 30 years from the
date of issuance. Upon appropriate findings relative to the interest of the public, the Director may
cancel all or any part of the use authorized herein and may revise, delete or add conditions under
which the right may be exercised.

The rights for the use of water confirmed in this license shall be junior and subordinate to all rights
for the use of water, other than hydropower, within the State of Idaho that are initiated later in time
than the priority of this license and shall not give rise to any right or claim against any future
rights for the use of water, other than hydropower, within the State of Idaho initiated later in time
than the priority of this license.

Note: Modifications to or variance from this license must be made within the limits of Section 42-222,
Idaho Code, or the applicable Idaho law. This right may be forfeited by five years of non-use.

The right to the use of water hereby confirmed is restricted and appurtenant to the lands or place of
use herein described, and is subject to all prior water rights, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 20th day of
November, 1980.

MICROFILMED

Acting for the

Director

Norman C. Young

RECEIVED

04/12/2005

MAY 26 2005

Department of Water Resources
Southern Region

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: June 3, 2005

Water right number: 37-7749

LORETTA M STANDAL
609 RIVER RD
BLISS ID 83314
Telephone Number: (208)837-4970

N STANLEY STANDAL
609 RIVER RD
BLISS ID 83314
Telephone Number: (208)837-4970

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

IDWR's assessment that the right was Forfeited or Abandoned due to non use for 10 years.

2. Describe the changes you wish to make in the proposed recommendation:

Maintain this right as active

3. Give a brief explanation as to why you disagree with these portions:

See Below.

☐ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 5-26-05 SIGNATURE: N. Stanley Standal, Jr.

Please print your name: _____

IDWR State Office, 322 E. Front St., P.O. Box 83720, Boise, ID 83720-0098

This Hydro-electric facility experienced a Force-Majeure situation when the 1994 Bliss Landslides caused the Snake River water level to rise and inundate the power house and generation equipment.

High water flows in 1997 washed out enough of the Bliss Landslide blockage to return the Snake River Water levels at the facility to pre-landslide levels, thus changing the Force-Majeure condition.

The non-use period should commence when the facility could have again been operational (1997).

This facility was re-juvinated in October 2004 and remains in operation.