

RECEIVED
FEB 02 2024
DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT - CSRBA Fifth Judicial District County of Twin Falls - State of Idaho	
JAN 30 2024	
By _____	Clerk
_____	Deputy Clerk

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

In Re CSRBA

)
) SUBCASES: 95-2067, 95-9115 and
) 95-9119
)

Case No. 49576

) ORDER ON STANDARD FORM 5s
)
)
)

The subcases at issue in the *Motion to Participate and For Order Construing SF5s as Amended Claims* (hereafter *Motions*) include *Claims* by the Avista Corporation (95-9115 and 95-9119) and a *Claim* by the State of Idaho, Governor's Office (95-2067). These *Claims* have been in front of the Court for four years. The *Claims* were filed by Avista Corporation (hereafter Avista) and the State of Idaho, Governor's Office (hereafter Governor) in 2014 and 2018. Initial hearings were held in 2019; and litigation proceeded with hearings, motions, status conferences, and settlement conferences. After multiple hearings and extensive work by the parties, a settlement was reached in September 2023, and the parties filed *Standard Form 5 Settlement Agreements* (SF5s). Shortly thereafter, the United States and the Coeur d'Alene Tribe filed *Motions* asking the Court to treat the SF5s as Amended Director's Reports with Docket Sheet notice. The U.S. and Tribe are not parties to these subcases because they did not file timely Objections or Responses. The *Motions* also asked the Court to allow them to participate or intervene.

The *Motions* by the U.S. and Tribe ask for two types of relief. First, they ask for an order allowing them to participate under *AOI 11(i)* and I.R.C.P. 24(a). Second, they ask for an order treating the SF5s as Amended Claims or Amended Director's Reports under *AOI 4(d)(4)(e)*, asserting the SF5s expanded these rights beyond the *Claims* or the *Director's Reports*.

I. PROCEDURAL BACKGROUND

The parties include Claimants Avista Corporation; the State of Idaho, Office of the Governor; and multiple clients represented by Norman Semanko. The parties participated in the subcases for over four years. The parties participated in multiple hearings and attended many settlement negotiations. As a result of this work, the parties reached a settlement and filed *SF5s*.

The *Motions to Participate* filed by the U.S. and Tribe assert that the *SF5s* include certain elements that go beyond what was claimed or reported in the *Director's Reports*. The overarching question in resolving the *Motions* is whether the *SF5s* go beyond the *Claims* or *Director's Reports*. If the *SF5s* do not go beyond the *Claims* or the *Director's Reports*, non-parties cannot come in to undo a settlement. If the *SF5s* do go beyond what was in the *Claims* or the *Director's Reports*, then the *SF5s* are Amended Claims or Amended Director's Reports which will be placed on the Docket Sheet. If the *SF5s* go back on the Docket Sheet, non-parties could file Objections or Responses only to the elements which are expansions beyond the *Claims* or *Director's Reports*. Docket Sheet notice would not invite a second bite of the apple on elements that did not contain expansions.

II. STANDARD OF REVIEW / RULE

The threshold issue is whether the *SF5s* are expansions of the *Claims* or the *Director's Reports*. The Court looks to two rules to make that determination.

A. Intervention

AOI 11(i) sets forth the rule for allowing a party to intervene or participate in a subcase when they are not a party. The rule establishes that “[a]ny Party to the Adjudication who is not a Party to a Subcase may seek leave to participate in a Subcase by filing a timely Motion to Participate.” Such motions “shall be treated like a motion to intervene under I.R.C.P. 24.” *Id.* The related rule, I.R.C.P. 24(a), provides that a “court must permit anyone to intervene who claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant’s ability to protect its interest” *Id.* The United States argues under *State v. United States*, 996 P.2d 806,810 (*Idaho 2000*), that a motion to participate is an alternative method to filing a response and has no specific timetable. However, that argument can be misleading, as *AOI 11(i)* clearly requires that *Motions to Participate* must be timely.

B. Expansion

The second rule which applies is *AOI 4(d)(4)(e)*. That rule establishes a process for filing a settlement agreement or SF5 when “parties reach an agreement on a contested water right Recommendation.” SF5s have been utilized by parties for decades in earlier Idaho adjudications including in the SRBA. An SF5 is normally used in two instances. An SF5 may be used when all the parties and IDWR agree on all elements of the water right. If there are no expansions of the elements, no objections or responses are filed to the SF5, and a Master’s Report will usually issue. If the SF5 contains elements which go beyond what was claimed or reported in the Director’s Report, then the SF5s are normally treated as Amended Claims/Director’s Reports and placed on the Docket Sheet to provide notice. *AOI 4(d)(4)(e)*

This process, codified in *AOI* has a dual purpose. It anticipates that parties must get involved in subcases in a timely manner. Therefore, parties must file Objections to a Director’s Report if they disagree or Responses if they agree with the Director’s Report in order to become parties to a subcase. Claimants, Objectors and Respondents are parties to the subcases, which allows them to receive notice, participate in hearings, and engage in the settlement process. Settlements must be within what was claimed or reported in the Director’s Report, or additional Docket Sheet notice may be required.

III. AVISTA’S RIGHTS

A. Background

The subcases at issue here involve *Claims* by Avista Corporation and the State of Idaho Governor’s office. The Avista Corporation owns and operates the Post Falls Dam on the Spokane River. The dam is nine miles from the outlet of Coeur d’Alene Lake. The site was previously owned by Frederick Post. The Coeur d’Alene Tribe conveyed the mouth of the lake to Mr. Post for the purpose of harnessing power. Mr. Post began developing the site for hydro power by constructing wooden dams in three channels of the river. Mr. Post eventually sold his land and water rights which were acquired by the Washington Water Power Company (WWP) in 1901. WWP began generating hydroelectricity in 1906 and released stored water for power generation in 1907. Subcase 95-9115 derives its priority date from the power generation in 1907.

Prior to 1941, WWP held the lake level at 2126.5 feet above sea level. In 1941, WWP raised the level of the lake to 2128 feet to add storage of additional water for power during World

War II. The priority date of 1941 for Subcase 95-9119 is derived from this additional storage. The Idaho Supreme Court recognized the ordinary high-water mark for the lake as 2128 feet. *Erickson v. State*, 132 Idaho 208, 907 P.2d 1 (1998)

In 1999, WWP changed its name to Avista Corporation. Avista filed *Claims* to the water rights at issue here. In January 2014, Avista filed *Storage Claims* in the CSRBA for stored water for power generation at the dam. In March 2014, the U.S. and Tribe filed *Federal Reserved Claims* including one for lake level maintenance of Coeur d'Alene Lake, subcase 95-16704.

In 2018, IDWR filed its *Director's Reports* with the CSRBA Court giving recommendations for the *Storage Claims*. Since the 2014 and 2018 *Claims* were filed prior to issuance of the *Director's Reports*, no Standard Form 3, Motion to file Amended Notice of Claim was filed for the changes in the 2018 *Claims*. The deadlines for Objections and Responses for the *Director's Reports* were set for April 30, 2019 and July 1, 2019. Timely *Objections* and *Responses* were filed by Avista, the State of Idaho, and Mr. Semanko's client group. Based on the filings of *Claims*, *Objections*, and *Responses*, the parties to the subcases are Avista, the State of Idaho, and Mr. Semanko's clients.

Initial Hearings were held in October 2019. In the years since the Initial Hearings, the parties and IDWR have discussed how to resolve the *Objections* and *Responses*. The parties worked for years on hearings, status conferences, and settlement negotiations. Beginning in 2022, the U.S. and Tribe began listening in to the status conferences. The Court set trial for November 12-17, 2023. With a trial looming, the parties reached a settlement in September 2023. The Parties and IDWR filed *SF5s* to settle these subcases. The U.S. and Tribe challenged the settlement.

The U.S. and Tribe did not participate in the subcase for over four years after the Objection and Response deadlines. This was also more than four years after the lake level maintenance claim of the Tribe was denied by the Idaho Supreme Court. The U.S. and Tribe did not intervene for more than a year after they began listening to the hearings.

B. The Refill Component

The U.S. and Tribe assert that the *SF5s* for Avista's storage rights in 95-9115 and 95-9119 expand the *Claims* for some elements. They argue that these two storage rights include a refill component that was not described in the 2014 *Claims*, the 2018 *Claims*, or the *Director's Reports*.

To show that the *SF5s* include a refill clause, the U.S. and Tribe cite language from the *SF5s*. “A volume of water in addition to the volume described above may be stored in a single year if the additional volume is necessary for the purpose of stabilizing and maintaining the elevation of Coeur d’Alene Lake at or near [2128] feet.” They argue that this language allows for refill and assert that refill expands the right beyond the *Claims* or *Director’s Reports*.

Avista agrees the *SF5s* include a refill provision. However, Avista argues the refill provision is not an expansion of the *Claims* because refill was included in the “or larger” language from the 2014 *Claim* and the language contained in the *Director’s Reports*. The 2014 *Claim* contains the following language: “The stated quantity of water claimed for storage under this Notice of Claim to a Water Right acquired Under State Law is [60,600] acre feet (“af”) or, if larger, that volume calculated to be the difference between the storage in the Reservoir [at] Coeur d’Alene Lake . . . elevation of 2126.5 feet [and 2128.0] feet above mean sea level as measure[d] by the USGS gage at Coeur d’Alene, Idaho.” Avista’s 2014 *Claim* for 95-9119.

The U.S. and Tribe counter that the “if larger” language does not describe a refill provision. Instead, that language refers to possible additional volume needed to raise the elevation of the lake from 2126.5 to 2128 MSL. They point to a later determination that the amount needed to raise the level from 2126.5 to 2128 MSL was less than the 60,000 from the 2014 *Claim*. That quantity was described as 53,338 AFY in the later 2018 *Claim*. Thus, the U.S. and Tribe argue the “if larger” language relates to calculating the amount needed to raise the lake level to 2128 MSL and does not describe refill.

The question is what did the “if larger” language contained in the 2014 *Claim* and the *Director’s Reports* mean? The argument advanced by the U.S. and Tribe is that the language allowed some leeway in calculating the quantity needed in the 1941 right to take the lake up to 2128 feet. Avista contends the “if larger” phrase contemplated a refill. The Court must consider whether the “if larger” language refers only to the lake level volume increase or whether that language describes a refill component.

The plain language of the *Claims* and *Director’s Reports* does not appear to describe a refill provision. The Quantity element in the *Claims* describes a volume of 164,600 acre feet. The Quantity element included a provision that “if larger, that volume calculated to be in the Reservoir when Coeur d’Alene Lake is at an elevation of 2126.5 feet”

The *Director's Reports* contained similar language stating “the volume of water for power storage . . . is deemed satisfied when the elevation of Coeur d’Alene Lake stabilizes at or near 2128 feet above mean sea level”

Avista’s argument that the “if larger” phrase in the *Claims* signaled a right to a refill in the lake is intriguing, but ultimately not persuasive. Neither the “if larger” language from the *Claims* nor the “volume is deemed satisfied” language from the *Director's Reports* describes a right to refill. The Quantity elements in both the *Claims* and *Director's Reports* read like straight forward single fill descriptions. The “if larger” description allows for some ambiguity as to the total, but does not appear to contain language referring to a refill. This Court is not convinced that either the *Claims* or the *Director's Reports* contains refill language.

Language that describes a right to fill again, called a refill provision, looks different. Refill language contains wording that signals a second fill. The refill language contained in the *SF5s* illustrates this point. “A volume of water in addition to the volume described above may be stored in a single year if the additional volume is necessary for the purpose of stabilizing and maintaining the elevation of Coeur d’Alene Lake” This wording describes a refill provision because it refers to an amount in addition to the total listed quantity, and indicates that the additional volume may be diverted and stored in a single year to stabilize and maintain the lake level. The *SF5s* wording clearly describes a refill component.

In contrast, the language in the *Claims* apparently refers to a one-time adjustment of the total quantity within the parameters stated to reach the elevation of 2128 feet. The *Claims* language does not read like a refill clause. Neither the *Claims* nor the *Director's Reports* provided notice to parties that these rights contained a refill provision. Therefore, the *SF5s* refill language goes beyond what was claimed or reported in the *Director's Reports*, and that language should receive Docket Sheet notice.

C. Purpose of Use

The U.S. and Tribe argue that the Purpose of Use described in the *SF5s* is also an expansion of the right. They argue that the following language is an expansion: “The quantity identified is to achieve a water surface elevation at or near 2128 feet and to generate power from storage.”

The U.S. and Tribe argue that the addition of the “and to” language transforms the original Purpose of Use from power generation and storage for power generation into something

additional. They assert that this language adds a right to maintain the lake level that is not dependent on power storage or generation. This additional Purpose of Use would allow Avista to invoke the right solely to maintain the lake level at 2128 MSL independent of its hydropower uses. Such language, therefore, expands the right beyond what was originally intended and what was included in the *Claims* and the *Director's Reports*.

Avista counters that the *SF5s* do not expand the Purpose of Use. They point out that when water is stored for power, "it is axiomatic that a surface elevation is maintained for later releases." *Avista Response Brief* at 16 Avista says it is standard for storage of water behind a dam to result in incidental benefits of storage such as recreation, aesthetics, and wildlife. *Id.* However, that explanation doesn't resolve the question.

This is not a dispute about whether Avista's rights have a lake level maintenance purpose. The dispute is whether the lake level provision can be converted into a purpose which is unconnected to the power purpose. The U.S. and Tribe do not contest a purpose for maintaining the lake level at 2128 feet to generate power from storage. Clearly that would not be an expansion from the *Claims* and *Director's Reports*. It is the addition of power from storage and to maintain a surface elevation at 2128 feet that raises questions of expansion of this element.

The Court is persuaded that the wording change adds an additional purpose of use. Using the language and to when describing lake level maintenance in the *SF5s* expands the element by adding a purpose that was previously tied to power storage. Previously, the *Director's Reports* recognized power storage and power from storage. That purpose is not changed. But the *Director's Reports* described the purpose of lake level maintenance as connected to power generation. The addition of the conjunction and to changes this element by adding a purpose of use that would be independent of power generation. If the language change was inadvertent, the parties could remove the word and. If the language change was intentional, adding an independent purpose of use expands the Purpose of Use and requires Docket Sheet notice.

D. Period of Use & Source

Both the 2014 and 2018 *Claims* identify the Period of Use as 1/1 to 12/31. Thus, the *Claims* are for year-round use. However, the *Director's Reports* described storage during specific times of the year. The language from the 2018 *Claim* is: "Avista operated near that elevation during the summer, after which Avista would initiate a drawdown as described above."

The U.S. and Tribe argue that the *SF5s* do not clarify that Avista can only invoke its rights to achieve lake levels one time during spring runoff. The U.S. and Tribe further argue that the description of water release must state that the water released to generate hydropower is only for that same year and not subsequent years or for lake level maintenance purposes. Thus, they argue that the *SF5s* are inconsistent with the *Director's Reports* and with Avista's historic uses as described in the 2018 *Claims*.

The test for whether a Standard Form 5 is an expansion is whether it goes beyond what was in the Claim or Director's Report. Pointing to inconsistencies between the Claim and the Director's Report is not enough to show an expansion. These *SF5s* retain the nature of the Period of Use as year-round. Although the *SF5s* describe the year-round use beginning January 1 and ending December 31 instead of the dates described in the *Claims*, this seems to be a change without a meaningful difference. Although the beginning and ending dates are different, both the Period of Use in the *Claims* and the Period of Use in the *SF5s* cover use every day of the year.

Therefore, in both the *Claims* and the *SF5s*, the claimant of the right can divert on any day of the year. The beginning and ending points shift, but the right to divert on any day remains unchanged. The only consequence of this shift seems to be how the water is accounted for in administration. For example, a diversion on January 2 might be accounted for in a prior year under the first method, and it might be accounted for in the current year under the *SF5* method. Thus, IDWR in its administrative capacity would adjust its accounting to determine if the user is still in its fill for the current year. However, the Court holds this distinction is merely a matter of accounting and not a difference in the Period of Use. That is because under either scenario, the claimant can divert on any day, for example January 2. The element has not expanded merely because the day considered the beginning and ending for a year-round water right has changed. Thus, there has been no expansion of the Period of Use.

IV. GOVERNOR'S RIGHTS

The Governor's water right 95-2067 is an historic water right that was licensed and then claimed in the CSRBA. The State of Idaho through the Governor filed a claim for 95-2067 for a quantity of 1,000,000 AFA in Lake Coeur d'Alene. The right was licensed for recreation storage purposes with a priority of January 24, 1927. The *License* was issued pursuant to I.C. §67-4304.

That statute directed the Governor to “appropriate in trust for the people of the state . . . all the unappropriated water of . . . Coeur d’Alene Lake or so much thereof as may be necessary to preserve said lakes in their present condition.” I.C. §67-4304.

The Claim stated in remarks that “the water use under this right is to maintain the level of Coeur d’Alene Lake” with the Point of Diversion and Place of Use as the lake.

The U.S. and Tribe argue that the *SF5* for the Governor’s right has expanded the elements beyond what was reported in the *Director’s Report*. They allege that the *SF5* expanded the right in three ways:

- 1) The Purpose of Use changed;
- 2) The Season of Use changed from 06/01-05/31 to 01/01-12/31;
- 3) The Lake Level stabilization remark was removed from the Director’s Report.

As a result of these changes, the U.S. and Tribe argue that the *SF5* must be treated as an Amended Claim/Amended Director’s Report and placed on the Docket Sheet for additional notice.

A. Purpose of Use

The U.S. and Tribe argue that the Purpose of Use in the *SF5* for the Governor’s right contains an expansion. Furthermore, they argue the Governor is precluded from a collateral attack of the Purpose of Use in the 1927 *License*. The State’s *License* described the Purpose of Use as “scenic beauty, health and recreation purposes.” The *Director’s Report* described Purpose of Use as aesthetic. The *SF5* listed the Purpose of Use as lake level maintenance.

The U.S. and Tribe argue that the lake level maintenance purpose in the *SF5* expands the element beyond the *License*, *Claim*, and the *Director’s Report*. The *Claim* and *Director’s Report* described Purpose of Use as aesthetic purposes, but the *SF5* changed that to “lake level maintenance.” The *Director’s Report* provided that “the purpose of this right is to protect and preserve Coeur d’Alene Lake in its near natural condition for scenic beauty, health, recreation, transportation, and other commercial purposes necessary and desirable for all inhabitants of the State of Idaho.” The U.S. and Tribe argue that changing the Purpose of Use to lake level maintenance would allow the right to be used to maintain a fixed elevation of the lake during the year-round period. The U.S. and Tribe argue that this alters the Purpose of Use into one allowing artificial maintenance of the lake at higher levels than previously described.

The Governor contends that this argument is without merit. The Governor points out that the term “maintain” appeared in connection with the right as early as the *License*. In addition, “maintain” was defined to mean keeping the lake level “not higher than normal high water stage and not lower than natural low water stage at any time of the year.” *Campbell Aff.* Ex. A, C, and D. The terms “normal high” and “natural low” appeared on the right beginning with the *License*, and established boundaries for how the lake level could be maintained under 95-2067.

The Governor contends that describing the Purpose of Use as “lake level maintenance” does not expand the right because the maintenance allowed is only that needed to keep the lake between the “normal high” and “natural low.” The elevations 2130 and 2118 feet appear on the *SF5* to represent what was historically the normal high and natural low of the lake. Therefore, the Governor asserts that the *SF5* language correctly describes how the lake is maintained in its natural state.

Additionally, the Governor argues that the legal description of the Point of Diversion further limits the ability of the State to maintain a lake level. That is because the point of diversion is located at a geological choke point responsible for the natural creation of the lake. *Campbell Aff.* The Point of Diversion is upstream from Avista’s dams, and there is no diversion structure or dam at the Point of Diversion. Therefore, the right cannot be used to artificially maintain a lake level.

The Governor made a strong argument that maintaining lake levels between the normal high water mark and natural low water stage has been part of administrative remarks on this right for some time. Nevertheless, the actual description of the Purpose of Use was altered from “aesthetic” in the *Director’s Report* to lake level maintenance in the *SF5*. This was a change from the *Claim* and the *Director’s Report*. The purposes of “recreation storage” and “aesthetics” appear to be similar to each other, and the parties had notice of these purposes.

The *SF5* changed the Purpose of Use to lake level maintenance. Although there were previously administrative remarks regarding the lake level, maintaining a lake level was not the primary purpose of this right prior to the wording change in the *SF5*. The parties may have landed on this language as the natural evolution of describing how the right was administered. Nevertheless, the Court must examine whether the changed language alters the nature of this right in a way that required notice. The language does appear to alter this right from one focused on aesthetics with administrative parameters on lake levels, into a right where the primary focus

is maintaining a lake level. That appears to be a fundamental change in the focus or Purpose of Use of this right. Consequently, Docket Sheet notice is required.

B. Period of Use

The U.S. and Tribe contend that the change in Season of Use from 06/01-05/31 to 01/01-12/31 is an expansion of the Period of Use element. They complain that the *SF5* also strikes the description that “the annual time period for accruing natural flow towards the satisfaction of this water right will begin when the lake elevation stabilizes at or near 2128 feet above MSL following the spring runoff.” They argue that those two changes create an expansion of the right.

The Governor counters that the change in describing the beginning and ending point of what is a year-round water right is not an expansion. The State explains that changing the beginning and ending dates and removing the lake level stabilization remark are consistent with the *License* and the *SF5*. The Governor contends these two changes are not an expansion and instead bring the *SF5* closer to the *License* and the *Claim*.

The Court applies the same analysis to the Period of Use as discussed above in the Avista rights. The change from 06/01-05/31 to 01/01-12/31 does not expand the Period of Use. Both describe a water right with a year-round Period of Use. Under either description, the water right may be used on February 1, or December 25, for example. In other words, the water right can be used any day of the year under either description when it is in priority.

In addition, the *Director’s Report* included a remark that was removed in the *SF5*. The remark was that “[t]he annual time period for accruing natural flow towards the satisfaction of this water right will begin when the lake elevation stabilizes at or near 2128 feet above MSL following the spring run off.” The Governor argues that removing that language merely excludes administrative provisions that were unnecessary to the elements.

The Court concludes that when a water right is a year-round right, changing the beginning and ending dates of such a right is generally not an expansion. In addition, the removal of the remarks appears to delete provisions of water right administration which need not be included in elements of a water right. The removal of such descriptions keeps water administration with IDWR and descriptions of elements in the Partial Decrees. Therefore, the Court holds that the changes to the Period of Use are not an expansion of water right 95-2067.

V. CONCLUSION

The *SF5s* for Avista's claims 95-9115 and 95-9119 go beyond what was claimed or reported in the *Director's Reports* for certain elements. Although Avista made a feasible argument that a refill component was contemplated by the phrase "if larger" in the Quantity element, the Court is persuaded otherwise. The Court holds that the refill language appeared for the first time in the *SF5s*. Thus, the refill language expands that element and must go on the Docket Sheet.

The *SF5s* for Avista's rights also expand the Purpose of Use element. Although Avista correctly points out that the *Claims* and *Director's Reports* included a lake level maintenance provision, the lake level was previously tied to power storage and power generation. The *SF5s* expanded Purpose of Use with the addition of "and to" which would transform the lake level maintenance purpose into a use independent of the power generation purpose. As such, the conversion of lake level maintenance into a purpose independent of the power component expands this element. Therefore, this change requires Docket Sheet notice.

As for the Period of Use, the *SF5s* change the beginning and ending points of year-round water rights. However, under either the *Director's Reports* or the *SF5s*, the Period of Use allows for use on any given day when the right is in priority. There is no expansion of the element since the year-round use contemplates application of the right on any day of the year under either method of describing the period. This element is not an expansion, and does not require Docket Sheet notice.

The *SF5* for the Governor's right, 95-2067, contains an expansion of what was in the *Claim* and *Director's Report*. The licensed Purpose of Use was recreation storage for scenic beauty, health and recreation purposes. The *Director's Report* recommended the Purpose of Use as aesthetic. The U.S. and Tribe considered "aesthetic" consistent with the recreation storage in the *License*. The *SF5*, however, changed the Purpose of Use to lake level maintenance. This language changes the purpose since it could allow the right to be used to maintain a fixed elevation during the Period of Use. Although the Governor disputes that the Purpose of Use would be interpreted in that manner, the Court is persuaded that the language does change the Purpose of Use. Consequently, the description of Purpose of Use under the current *SF5* language requires Docket Sheet notice.

Therefore, some of the elements of 95-9115, 95-9119, and 95-2067 contain expansions beyond the *Claims* and *Director's Reports*. These expansions require Docket Sheet notice. As a result, the Court will require the filing of either Amended Claims or Amended Director's Reports to be placed on the Docket Sheet.

Dated Jan. 30, 2004.


BRIGETTE BILYEU

Special Master

Coeur d'Alene-Spokane River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the ORDER ON STANDARD FORM 55 was mailed on January 31, 2024, with sufficient first-class postage to the following:

CANDICE M MCHUGH
380 S 4TH ST STE 103
BOISE, ID 83702
Phone: 208-287-0991

Phone: 505-573-8446

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

CHIEF NATURAL RESOURCES DIV
OFFICE OF THE ATTORNEY GENERAL
STATE OF IDAHO
PO BOX 83720
BOISE, ID 83720-0010
Phone: 208-334-2400

CHRIS M BROMLEY
380 S 4TH ST STE 103
BOISE, ID 83702
Phone: 208-287-0991

DYLAN HEDDEN-NICELY
1075 SADDLE RIDGE RD
MOSCOW, ID 83843
Phone: 208-863-0341

ERIC VAN ORDEN
850 A STREET
PO BOX 408
PLUMMER, ID 83851
Phone: 208-686-1800

NORMAN M SEMANKO
PARSONS BEHLE & LATIMER
800 W MAIN STREET STE 1300
BOISE, ID 83702
Phone: 208-562-4900

STATE OF IDAHO
PO BOX 83720
BOISE, ID 83720-0010
Phone: 208-334-2400

Represented by:
U S DEPARTMENT OF JUSTICE
ENVIRO & NAT'L RESOURCES DIV
550 WEST FORT STREET, MSC 033
BOISE, ID 83724

VANESSA L RAY-HODGE
9900 SW WILSHIRE AVE STE 240
PORTLAND, OR 97005

ORDER

Page 1 1/30/24

FILE COPY FOR 00510 Deputy Clerk

