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MAY 23 2018

DEPARTMENT OF
WATER RESOURCES

Attorneys for Applicant SUEZ Water Idaho Inc.

BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES

IN THE MATTER OF INTEGRATED
MUNICIPAL APPLICATION PACKAGE
("IMAP") OF SUEZ WATER IDAHO INC.,
BEING A COLLECTION OF INDIVIDUAL
APPLICATIONS FOR TRANSFERS OF
WATER RIGHTS AND APPLICATIONS
FOR AMENDMENT OF PERMITS.

**SUEZ'S SUMMARY OF PARTIES,
SETTLEMENTS, AND CONDITIONS**

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INTRODUCTION

For the convenience of the parties, the Hearing Officer, and the staff of the Idaho Department of Water Resources (“IDWR”), SUEZ Water Idaho Inc. (“SUEZ”) sets out below a summary of the status of all current and former parties to this proceeding, together with a brief summary of all settlements of other dispositions. The summary also describes any IMAP conditions to be imposed by IDWR that are either required by or suggested in those settlements.¹ This summary is provided purely as a convenient reference to facilitate discussions at the upcoming status conference set for May 31, 2018. In the event of any disparity between this summary and the operative documents, the operative documents control.

If any party identifies any error or omission in this summary, SUEZ welcomes having that brought to the attention of the Hearing Officer and parties.

¹ With a single exception, all settlements are unconditional, and all proposed conditions discussed in settlement documents are simply recommendations urged by SUEZ and the settling parties. The only instance in which the imposition of the proposed conditions by IDWR is a condition of the withdrawal of protest is the draft settlement with Boise Project.

SUMMARY CHART

Applicant		SUEZ Water Idaho Inc.	Christopher H. Meyer & Michael P. Lawrence, Givens Pursley LLP
Intervenor	1.	City of Boise	Abigale R. Germaine, City Attorney's Office Chris M. Bromley, McHugh Bromley, PLLC Stephan L. Burgos, Director, Public Works Department John Roldan, Strategic Water Resources Manager <i>Formerly:</i> Douglas K. Strickling, City Attorney's Office <i>Formerly:</i> Matthew K. Wilde & Brenda Bauges, City Attorney's Office <i>Formerly:</i> Josephine A. Beeman, Beeman and Associates, P.C.
	2.	City of Caldwell	Brent Orton, Public Works Director and City Engineer
	3.	City of Meridian	Dale Bolthouse, Director of Public Works Warren Stewart, Engineering Manager Kyle Radek, Assistant City Engineer Garrick Nelson, Staff Engineer II Charles L. Honsinger, Honsinger Law, PLLC <i>Formerly:</i> Thomas H. Barry, Public Works Director <i>Formerly:</i> Ed Squires, Hydro Logic, Inc.
	4.	Star Sewer & Water District	Cherese D. McLain, Moore, Smith, Buxton & Turke, Chartered <i>Formerly:</i> Bruce M. Smith, Moore, Smith, Buxton & Turke, Chartered
	5.	Nampa & Meridian Irrigation District	S. Bryce Farris & Andrew J. Waldera, Sawtooth Law Offices, PLLC Daren R. Coon, Secretary/Treasurer, NMID
	6.	Settlers Irrigation District	S. Bryce Farris & Andrew J. Waldera, Sawtooth Law Offices, PLLC
Protestants	1.	Boise Project Board of Control	Albert P. Barker & Shelley M. Davis, Barker, Rosholt & Simpson, LLP Brian McDevitt, Chairman, Board of Directors Tim Page, Project Manager, Boise Project Bob Carter, Assistant Project Manager, Boise Project Brian McDevitt, Past Chairman, Boise Project Richard Durant, Chairman, Boise Project
	2.	Big Bend Irrigation District	Albert P. Barker & Shelley M. Davis, Barker, Rosholt & Simpson, LLP
	3.	Boise-Kuna Irrigation District	Albert P. Barker & Shelley M. Davis, Barker, Rosholt & Simpson, LLP
	4.	Wilder Irrigation District	Albert P. Barker & Shelley M. Davis, Barker, Rosholt & Simpson, LLP
	5.	City of Middleton	Christopher E. Yorgason, Middleton City Attorney, Yorgason Law Offices, PLLC <i>Formerly:</i> Bruce M. Smith, Moore, Smith Buxton & Turke, Chartered
Interested parties (participating but not as a party)	1.	City of Eagle	Cherese D. McLain, Moore, Smith, Buxton & Turke, Chartered <i>Formerly:</i> Bruce M. Smith, Moore, Smith, Buxton & Turke, Chartered
	2.	City of Kuna	Richard T. Roats, City Attorney Bob Bachman, Public Works Director Paul Stevens, City Engineer <i>Formerly:</i> Antonio Conti, City Engineer <i>Formerly:</i> Gordon N. Law, City Engineer and Public Works Director
Protests or participation withdrawn – No longer a participant	1.	The Terteling Company and T-7, LLC	Charles L. Honsinger, Honsinger Law, PLLC <i>Formerly:</i> Charles L. Honsinger, Ringert Law
	2.	City of Star	Cherese D. McLain, Moore, Smith, Buxton & Turke, Chartered <i>Formerly:</i> Bruce M. Smith, Moore, Smith, Buxton & Turke, Chartered
	3.	Pioneer Irrigation District	S. Bryce Farris & Andrew J. Waldera, Sawtooth Law Offices, PLLC <i>Formerly:</i> Scott L. Campbell, Moffatt, Thomas, Barrett, Rock & Fields
	4.	U.S. Bureau of Reclamation	Kathleen Marion Carr, Field Solicitor, U.S. Department of the Interior E. Gail McGarry, Program Manager, Water Rights & Acquisitions Matt J. Howard, Water Rights Analyst, U.S. Bureau of Reclamation
	5.	City of Pocatello	Sarah A. Klahn, White & Jankowski, LLP <i>Formerly:</i> Mitra M. Pemberton, White & Jankowski, LLP <i>Formerly:</i> Josephine A. Beeman, Beeman and Associates, P.C.
	6.	Estate of Eleanor Chase	Matt J. Howard (in his prior capacity as a private attorney)
IDWR		Idaho Department of Water Resources	Nick Miller, Regional Manager, IDWR-Western Garrick L. Baxter, IDWR-HQ/AG Emmi Blades, IDWR-HQ/AG Kimi White, Paralegal, IDWR HQ
Hearing Officer		Idaho Department of Water Resources	James Cefalo, Hearing Officer, IDWR-Eastern Sharla Cox, Administrative Assistant, IDWR-Eastern <i>Formerly:</i> Gary L. Spackman, Director, IDWR

SUMMARY OF EACH PARTY' STATUS

I. BOISE PROJECT, BIG BEND, BOISE-KUNA, AND WILDER IRRIGATION DISTRICT

Settlement document (filed with IDWR):

Stipulated and Conditional Withdrawal of Protest (Draft – not yet executed) (“*Draft BP Stipulation*”).

Notice of Withdrawal of Discovery and Stipulation Regarding Scope of Protest (dated April 26, 2018) (“*BP Notice of Withdrawal*”).

Side agreement: None.

Party status and posture:

On April 26, 2018, Boise Project et al. (“Boise Project”) stipulated that “the only issue it intends to pursue in this proceeding or on appeal is the issue of the duration of the planning horizon” *BP Notice of Withdrawal*, paragraph 4, page 2.

Boise Project and SUEZ subsequently entered into further negotiations aimed at resolving Boise Project’s sole remaining issue. Under a draft agreement, Boise Project would conditionally withdraw its protest but remain a party. Under that agreement, Boise Project would drop its opposition to SUEZ’s requested 50-year planning horizon as reflected in the pending *Motion for Summary Judgment*, conditioned upon the imposition of conditions limiting SUEZ’s authority to fill its “gap” via new appropriations.

A copy of the *Draft BP Stipulation* was provided by SUEZ via email to the Hearing Officer and all parties on May 21, 2018. That draft has been approved by SUEZ and executed by counsel for SUEZ, but is still under review by Boise Project. The submission of this draft was made with advance approval of counsel for Boise Project.

IMAP conditions required as condition of withdrawal of protest:

(1) Under the draft settlement, IDWR would impose a condition prohibiting SUEZ from filling its gap through new appropriations, subject to the exceptions listed below. *Draft Stipulation*, paragraph 2, page 2.

- a. New appropriations are allowed if needed for aquifer improvement projects in which the new appropriation does not increase system-wide authority to divert (e.g., re-diversion of injected water). *BP Draft Stipulation*, paragraph. 3, pages 2-3.
- b. Changes to or conveyances of SUEZ's water rights are allowed, so long as they do not increase system-wide authority. *BP Draft Stipulation*, paragraph No. 4, page 3.
- c. SUEZ may appropriate water to backfill any reduction in diversion authority (e.g., a permit is licensed for less than the permit quantity). *BP Draft Stipulation*, paragraphs 7-8, page 4.
- d. This limitation is limited to 20 years. *BP Draft Stipulation*, paragraph. 10, pages 4-5.

The parties could prepare a shorter stipulation that contains only the condition and exception language, omitting other parts of the stipulation (e.g., the notice requirement). That shorter document then could be referenced in the order approving the IMAP, thus making those provisions an enforceable part of the order.

II. NMID AND SETTLERS IRRIGATION DISTRICT

Settlement document (filed with IDWR):

Stipulation for Withdrawal of Protests and Request to Change Status to Intervenor by Nampa & Meridian Irrigation District and Settlers Irrigation District (April 18, 2018) (“NMID/Settlers Stipulation”).

Side agreements (not filed with IDWR):

SUEZ has entered into private memorandums of understanding with NMID and Settlers, but they have not been made a part of the record in these proceedings.

Party status and posture:

Pursuant to a 2018 stipulation with SUEZ, NMID and Settlers unconditionally withdrew their protests but remain parties. *NMID/Settlers Stipulation*, page 3.

NMID and Settlers made these statements of non-opposition with respect to SUEZ’s 50-year planning horizon:

The Districts recognize and support long-term planning for water rights in the Treasure Valley. The Districts recognize that, while planning for 50 years into the future is important, it is impossible to accurately and precisely forecast water demand that far into the future. For this reason, re-examination of future demand under then-current circumstances is necessary from time to time.

NMID/Settlers Stipulation, paragraph 5, pages 2-3.

Based on the inclusion of such a re-opener, the Districts do not oppose approval of the 50-year planning horizon sought by SUEZ.

NMID/Settlers Stipulation, paragraph 7, page 3.

IMAP conditions recommended in settlement:

(1) If SUEZ's APODs are approved, each water right with APODs should have a condition or remark embodying the principles described in SUEZ's submissions dated June 26, 2017, September 11, 2018, and Nov. 28, 2017). See *Stipulation*, Paragraph No. 4, page 2.

(2) NMID and Settlers support a re-opener condition. *NMID/Settlers Stipulation*, Paragraphs 5-8, pages 2-3.

The first condition may be satisfied by inclusion of the "standard APOD language" in each APOD right. In addition, the order approving the IMAP should include a more complete explanation of how this somewhat obscure language works, based on the above-referenced documents.

III. STAR SEWER & WATER DISTRICT

Settlement document (filed with IDWR):

Star Sewer & Water District's Notice of Withdrawal of Protest and Request to Change Status to Intervenor (dated January 29, 2018) (filed February 14, 2018) ("*Star District Notice*").

Side agreement (filed with IDWR):

2018 Mutual Cooperation Agreement Star Sewer & Water District and SUEZ Water Idaho Inc. (dated January 29, 2018) ("*Star District Agreement*"). A copy of this agreement was included as an attachment to Star's notice of withdrawal, but it is not intended to create third-party rights, to be enforceable by IDWR, or to be made a part of any water right.

Party status and posture:

Pursuant to a 2018 agreement with SUEZ, Star Sewer & Water District unconditionally withdrew its protest but remains a party.

The district made these statements in support of SUEZ's 50-year planning horizon:

The District hereby withdraws its protest to IMAP, and requests that its status be changed to that of an independent intervenor in general support of IMAP. In particular, the District supports the efforts of municipal providers such as SUEZ in applying for 50 year planning horizons under the Municipal Water Rights Act of 1996—in some cases, it is possible that even longer planning horizons may be appropriate.

Star District Notice, page 1.

The Parties support the concept of long term planning over a 50-year planning horizon with appropriate justifying data. The Parties agree that if municipal water providers are allowed to hold water rights free from forfeiture to meet RAFN over a multi-decade planning horizon, it is appropriate for IDWR to impose a condition allowing projected water needs for RAFN to be periodically re-evaluated (but not more than once a decade) in light of current conditions with appropriate adjustments in the planning horizon. The Parties agree that when such re-evaluation of RAFN occurs, the municipal provider should be allowed to extend its planning horizon for up to 50 years from that point in time and retain those water rights (and their original priority dates) that continue to be required to meet RAFN under the extended planning horizon based on appropriate justifying data.

Star District Agreement, page 2.

IMAP conditions recommended in settlement:

Star Sewer & Water District's withdrawal of protest is unconditional. However, in the settlement documents, the District urges IDWR to impose the following conditions or provisions:

(1) The re-opener provision should allow the 50-year planning horizon to be advanced (or rolled forward) at the time of the re-opener to include the next 50 years, assuming SUEZ can then demonstrate a need for its full portfolio within 50 years.

(2) The order approving the IMAP should include an explanation of the standard APOD language.

The key point . . . is . . . to clarify that, in the case of a curtailment area that covers only a portion of a municipal provider's service area, the APOD condition only prohibits the municipal provider

from diverting from wells within the curtailment area under senior ground water rights not historically associated with those wells. The APOD condition does not prohibit diversion under water rights historically associated with wells within the area of curtailment from wells that are outside of the area of curtailment, even if those rights would be subject to curtailment if diverted from wells within the curtailment area.

Star District Agreement, page 2, footnote 1.

IV. PIONEER IRRIGATION DISTRICT

Settlement document (filed with IDWR):

Pioneer Irrigation District's Withdrawal of Protest (dated December 5, 2012).

Side agreement: None.

Party status and posture:

Pioneer Irrigation District unilaterally and unconditionally withdrew its protest in 2012.

Pioneer is no longer a participant in the IMAP proceedings.

IMAP conditions per settlement: None.

V. U.S. BUREAU OF RECLAMATION

Settlement document (filed with IDWR):

U.S. Bureau of Reclamation's Notice of Withdrawal of Protest to IMAP and Response to Notice of Participation (dated July 19, 2012) ("BOR Notice").

Side agreement: None.

Party status and posture:

The U.S. Bureau of Reclamation unilaterally and unconditionally withdrew its protest in 2012. BOR is no longer a participant in the IMAP proceedings.

BOR made this statement of non-opposition to SUEZ's 50-year planning horizon:

Reclamation's withdrawal of protest is based on its understanding that the remaining issues, as represented by United Water Idaho, Inc., are limited to securing alternative points of diversion with appropriate protective conditions and quantifying its "reasonably anticipated future needs" over a 50-year planning horizon to protect its water rights from forfeiture. Reclamation has no objection to how these issues are resolved.

BOR Notice, page 1.

IMAP conditions per settlement: None.

VI. TERTELING

Settlement document (filed with IDWR):

Withdrawal of Petition to Intervene (dated October 20, 2004).

United Water's Submission of Terteling's Withdrawal (dated October 19, 2011).

Side agreement:

A private side agreement was entered into by the parties, but it was not made part of the record in these proceedings.

Party status and posture:

In 2004, the Terteling Company and T-7, LLC unilaterally and unconditionally withdrew their petition to intervene in this proceeding. These entities have never participated in the IMAP proceeding.

IMAP conditions per settlement: None.

VII. ELEANOR CHASE

Settlement document (filed with IDWR):

Withdrawal of Protest (dated March 18, 2003).

Side agreement:

A private side agreement was entered into by the parties, but it was not made part of the record in these proceedings.

Party status and posture:

The Estate of Eleanor Chase unilaterally and unconditionally withdrew its protest in 2003. The estate is no longer a participant in the IMAP proceedings.

IMAP conditions per settlement: None.

VIII. CITY OF BOISE

Settlement document (filed with IDWR):

Notice Reaffirming Participation and Declaration of Party Status (dated July 17, 2012) (“Boise Notice”).

Side agreement: None.

Party status and posture:

Boise unilaterally and unconditionally withdrew its protest in 2012, but remains a party.

The city made this statement in support of the IMAP:

[T]he City’s position is not accurately described as ‘protesting’ the IMAP filing. Rather the City supports the filing in general but wishes to participate so that the City’s interests – and those of its franchisee, United Water – are adequately protected. . . . [T]he City is supportive of the IMAP filing.

Boise Notice, page 2.

IMAP conditions per settlement: None.

IX. CITY OF CALDWELL

Settlement document (filed with IDWR):

United Water's Submission of 2014 Mutual Cooperation Agreement with the City of Caldwell (dated March 14, 2014).

Note that the mutual cooperation agreement obligated Caldwell to withdraw its protest and seek intervenor status instead. That promise was satisfied by Caldwell's authorization to SUEZ (then United Water Idaho, Inc.) to submit a copy of the agreement to IDWR.

Side agreement (filed with IDWR):

2014 Mutual Cooperation Agreement with the City of Caldwell (dated February 28, 2014).

Resolution No. 36-14 (dated February 18, 2014).

Party status and posture:

Pursuant to a 2014 agreement with SUEZ, Caldwell unconditionally withdrew its protest but remains a party. *2014 Mutual Cooperation Agreement with the City of Caldwell*, paragraph 11, page 4.

Caldwell offered this statement in support of SUEZ's proposed APODs and 50-year planning horizon (which is identical to the statement made by Meridian):

Both Parties believe that sound and effective long range planning for municipal water supplies, based on full disclosure and public scrutiny, is in the public interest and in their common best interests. The Parties support the standard condition language for APODs (alternate points of diversion) that was approved by the Idaho Supreme Court in *City of Pocatello v. Idaho*, 152 Idaho 830, 275 P.3d 845 (2012). This language allows municipal providers to pump water associated with any ground water right from any authorized point of diversion, while protecting other water right

holders from material injury. The Parties support the concept of long term planning over a 50-year planning horizon with appropriate justifying data. The Parties agree that if municipal water providers are allowed to hold water rights free from forfeiture to meet RAFN over a multi-decade planning horizon, it is appropriate for IDWR to impose a condition allowing projected water needs for RAFN to be periodically re-quantified (but not more than once a decade) in light of current conditions. The Parties agree that when such re-quantification of RAFN occurs, the municipal provider should be allowed to extend its planning horizon for up to 50 years from that point in time and retain those water rights (and their original priority dates) that continue to be required to meet RAFN under the extended planning horizon based on appropriate justifying data. The Parties further acknowledge and support provisions in the Municipal Water Rights Act of 1996 requiring a municipal provider to establish that it qualifies as such. In particular, the Parties acknowledge and support those provisions (contained in I.C. § 42-222) prohibiting the sale of water rights (or portions thereof) held solely to meet RAFN where such rights will be transferred to a different nature of use or to uses outside of the municipal provider's service area. The Parties recognize that these restrictions are not intended to prohibit the exchange or transfer of water rights held for RAFN purposes to accommodate adjustments in service area boundaries between municipal providers.

2014 Mutual Cooperation Agreement with the City of Caldwell, paragraph 7, page 2.

IMAP conditions recommended in settlement:

Caldwell's withdrawal of protest is unconditional. However, in the settlement documents, the city urges IDWR to impose the following conditions or provisions:

(1) The water rights should include the standard condition language for APODs approved in *Pocatello v. Idaho*.

(2) The re-opener provision should allow the 50-year planning horizon to be advanced (or rolled forward) at the time of the re-opener to include the next 50 years, assuming SUEZ can then demonstrate a need for its full portfolio within 50 years.

X. CITY OF EAGLE

Settlement document (filed with IDWR):

City of Eagle's Withdraw[al] of IMAP Protest (dated July 31, 2007).

Side agreement: None.

Party status and posture:

Eagle unilaterally and unconditionally withdrew its protest in 2007. The city is no longer a party, but remains on the service list as an "interested party."

IMAP conditions per settlement: None.

XI. CITY OF KUNA

Settlement documents (filed with IDWR):

City of Kuna's Withdrawal of Protest (dated January 11, 2008).

Side agreement (filed with IDWR): None

Party status and posture:

Kuna withdrew its protest in 2008 and is no longer a party. Kuna continues to participate in the proceeding as an "interested party." SUEZ is authorized to state that Kuna and SUEZ are actively engaged in further discussions aimed at resolving all outstanding issues of concern to Kuna.

IMAP conditions per settlement: None.

XII. CITY OF MERIDIAN

Settlement documents (filed with IDWR):

City of Meridian's Notice of Withdrawal of Protest and Request to Change Status to Intervenor (dated December 30, 2013).

United Water's Submission of 2013 Mutual Cooperation Agreement with the City of Meridian (dated January 9, 2014).

Side agreement (filed with IDWR):

2013 Mutual Cooperation Agreement with the City of Meridian (dated December 10, 2013) ("*Meridian Agreement*").

Party status and posture:

Pursuant to a 2013 agreement with SUEZ, Meridian unconditionally withdrew its protest but remains a party.

Meridian offered this statement in support of SUEZ's proposed APODs and 50-year planning horizon (which is identical to the statement made by Caldwell):

Both Parties believe that sound and effective long range planning for municipal water supplies, based on full disclosure and public scrutiny, is in the public interest and in their common best interests. The Parties support the standard condition language for APODs (alternate points of diversion) that was approved by the Idaho Supreme Court in *City of Pocatello v. Idaho*, 152 Idaho 830, 275 P.3d 845 (2012). This language allows municipal providers to pump ground water associated with any water right from any authorized point of diversion, while protecting other water right holders from material injury. The Parties support the concept of long term planning over a 50-year planning horizon with appropriate justifying data. The Parties agree that if municipal water providers are allowed to hold water rights free from forfeiture to meet RAFN over a multi-decade planning horizon, it is appropriate for IDWR to impose a condition allowing projected water needs for RAFN to be periodically re-quantified (but not more than once a decade) in light of current conditions. The Parties agree that when such re-quantification of RAFN occurs the municipal provider should be allowed to extend its planning horizon for up to 50 years from that point in time and retain those water rights (and their original priority dates) that continue to be required to meet RAFN under the extended planning horizon based on appropriate justifying data. The Parties further acknowledge and support provisions in the Municipal Water Rights Act of 1996 requiring a municipal provider to establish that it qualifies as such. In particular, the Parties acknowledge and support those provisions

(contained in I.C. § 42-222) prohibiting the sale of water rights (or portions thereof) held solely to meet RAFN where such rights will be transferred to a different nature of use or to uses outside of the municipal provider's service area. The Parties recognize that these restrictions are not intended to prohibit the exchange or transfer of water rights held for RAFN purposes to accommodate adjustments in service area boundaries between municipal providers.

Meridian Agreement, paragraph 7, pages 2-3.

IMAP conditions recommended in settlement:

Meridian's withdrawal of protest is unconditional. However, in the settlement documents, the city urges IDWR to impose the following conditions or provisions:

(1) The water rights should include the standard condition language for APODs approved in *Pocatello v. Idaho*.

(2) The re-opener provision should allow the 50-year planning horizon to be advanced (or rolled forward) at the time of the re-opener to include the next 50 years, assuming SUEZ can then demonstrate a need for its full portfolio within 50 years.

XIII. CITY OF MIDDLETON

Settlement document (filed with IDWR): None.

Side agreement (filed with IDWR): None.

Party status and posture:

Middleton is currently a protestant, but has played no active role in these proceedings. SUEZ is authorized to state that Middleton and SUEZ are actively engaged in further discussions aimed at resolving all outstanding issues of concern to Middleton.

IMAP conditions recommended in settlement: None.

XIV. CITY OF POCATELLO

Settlement document (filed with IDWR):

Pocatello's Entry of Appearance and Request to Withdraw from Proceedings (dated June 5, 2017).

Side agreement: None.

Party status and posture:

Pocatello unilaterally and unconditionally withdrew its protest. The city is no longer a participant in the IMAP proceedings.

IMAP conditions per settlement: None.

XV. CITY OF STAR

Settlement document (filed with IDWR):

Notice of Withdrawal of Participation by Protestant City of Star (dated January 28, 2013) (filed February 1, 2013).

Side agreement: None.


Party status and posture:

Star unilaterally and unconditionally withdrew its protest. The city is no longer a participant in the IMAP proceedings.

IMAP conditions per settlement: None.

Respectfully submitted this 23rd day of May, 2018.

GIVENS PURSLEY LLP

By 
Christopher H. Meyer

Attorneys for Applicant SUEZ Water Idaho Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of May, 2018, the foregoing was filed, served, and copied as shown below. Service by email is authorized by the Hearing Officer's Order of September 11, 2017

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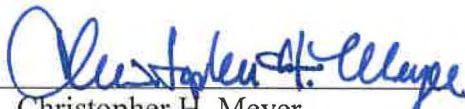
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