

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Minidoka Project, Idaho

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
and the
IDAHO POWER COMPANY

1. THIS CONTRACT, Made as of this 15th day of September, 1950, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, represented by the officer executing this contract, hereinafter referred to as the United States; and the IDAHO POWER COMPANY, a corporation organized under the laws of the State of Maine and authorized to do business in the State of Idaho, having its principal place of business at Boise, Idaho, hereinafter referred to as the Company;

WITNESSETH, THAT:

2. WHEREAS, the United States and the Company have entered into a contract dated June 15, 1923 defining the relative rights to storage in American Falls Reservoir, and

3. WHEREAS, the parties desire to enter into a temporary contract to provide for the release of water from American Falls Reservoir at varying rates during the yearly periods covered by this contract, and in a manner suited to the meeting of the Company's power system loads;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter stated, agree as follows:

4. (a) For the purpose of assisting the Company in meeting its power system loads, the United States, during the periods defined in (b) of this article, will release from and through American Falls Reservoir, as requested by the Company, such water as is available to the Company under its existing rights, and such other water as the United States releases from or through American Falls Reservoir to satisfy valid appropriation rights below American Falls, subject to the following limitations.

(1) Except in cases of emergency:--not more than four adjustments in the rate of release of water from American Falls Reservoir will be made at the request of the Company

in any calendar day, and no adjustments will be made between the hours of 10 p.m. of one day and 7 a.m. of the succeeding day, mountain standard time. Whether an emergency exists will be determined by the Project Superintendent.

(2) The maximum release at any time at the request of the Company will be the flow that can be used effectively for power production at its American Falls Power Plant.

(3) No requested release will be made in such manner or at such times that, in the judgment of the Project Superintendent, might result in substantial injury to any of the facilities of the United States being operated in connection with the Minidoka Project.

(4) Rates of release of water from American Falls Reservoir may be controlled by the Project Superintendent from time to time during the period defined in (b) of this article, without regard to the Company's requests, when such control is requisite, in the judgment of the Project Superintendent, to prevent undue flood below American Falls Dam or to avoid unsatisfactory operating conditions with respect to any of the facilities of the Minidoka Project.

(b) The periods during which rates of release will be adjusted for the Company as provided in (a) of this article 4 will begin September 15 of each year and end in the following spring season when the Project Superintendent notifies the Company that control of rates of release at American Falls Reservoir is being resumed in connection with irrigation operations, but in any event, not later than April 30.

(c) This contract shall become effective on September 15, 1950 and subject to prior termination as otherwise herein provided for, shall remain in effect until April 30, 1960. Either party hereto may terminate the contract as of September 14 of any year by written notice of termination given to the other party sixty (60) days before such September 14.

(d) Requests hereunder for adjustments in the rate of release will be made by the Company's Superintendent of Power or Chief Dispatcher, or the officer in charge of the American Falls plant. All requests shall be directed to the Project Superintendent through the Bureau's Reservoir Superintendent at American Falls and will be acted on when received by the Reservoir Superintendent, unless otherwise directed by the Project Superintendent. Oral requests shall be made only between

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By J. Lyle Cunningham
Acting Regional Director, Region 1
Bureau of Reclamation
Boise, Idaho

IDAHO POWER COMPANY

By T. E. Roach
Title President and General Manager

(Corporate Seal)

ATTEST:

A. C. Inman
Title Secretary

CERTIFICATE

I, A. C. Inman, certify that I am the
Secretary of the IDAHO POWER COMPANY, the corpor-
ation named as Company herein; that T. E. Roach,
who signed the above contract on behalf of said Company, was then its
President and General Manager; that said contract was duly signed
for and in behalf of said Company by authority of its governing body and
is within the scope of its corporate powers.

A. C. Inman

(CORPORATE SEAL)