

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

Boise and Minidoka Projects, Idaho

Contract with the IDAHO POWER COMPANY for Sale of
Electric Power and Energy and for Service to Loads of
United States or its Customers

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THIS CONTRACT, made this 15th day of December, 1950, in pursuance of the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter called the United States, represented by the officer executing this contract, his duly appointed successor, or his duly authorized representative, hereinafter referred to as the contracting officer; and the IDAHO POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and authorized to do business in the State of Idaho, its successors and assigns, hereinafter called the Company,

WITNESSETH, That:

2. WHEREAS, the Company is engaged as a public utility, subject to the jurisdiction of the regulatory authorities of the states of Idaho, Oregon and Nevada, in the business of generating, transmitting and distributing electric energy in and to various parts of said states;

3. WHEREAS, the United States has constructed and is now operating, through the Bureau of Reclamation, hydroelectric powerplants at Black Canyon Dam on the Payette River, at Diversion Dam on the Boise River, and at Minidoka Dam on the Snake River, and is now constructing a powerplant at Anderson Ranch Dam on the Boise River, all in the State of Idaho, and power generated at such plants is intended by the United States to be marketed in accordance with the provisions of the Federal Reclamation Laws;

4. WHEREAS, the United States, through the Corps of Engineers, is now constructing Lucky Peak Dam on the Boise River for the main purpose of controlling floods but which, when completed, will also permit an increase in firm electric power generation at the Anderson Ranch Dam powerplant; and

5. WHEREAS, the United States and the Company mutually desire, through the interconnection of the powerplants of the United States with the Company's system, to permit the fullest practicable utilization of the Federal powerplants consistent with the conservation of water for irrigation use and to make the benefits of such interconnection available to power consumers and water users; and, in order to carry out this desire, wish to provide for the supply of power and energy over the Company's system to certain loads of the United States and its customers and for the exchange and purchase of power and energy between the parties on terms other than are provided in the existing contracts between the parties;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

Definitions

6. The following terms, wherever used in this contract, shall have the following respective meanings:

"Federal powerplants" shall mean the Federal powerplants at Anderson Ranch, Black Canyon, Diversion and Minidoka dams.

"Federal Reclamation Laws" shall mean the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplemental thereto.

"Primary energy" shall mean the kilowatthours delivered by the United States into the Company's system from the Federal powerplants under the provisions of subarticle 7(a) during each year of the contract term, when and as scheduled by the Company.

"Secondary energy" shall mean that energy which, in the judgment of the United States, can be produced at the Federal powerplants in any year in excess of 225,500,000 kilowatt-hours,—being the amount which could be supplied in a critical water supply year like that of the water year ending September 1932, assuming that amount to be distributed through the year in such a manner as to meet the primary energy requirements, as above defined, and the amount of energy required to supply loads of the United States directly from the Federal powerplants.

"Year" shall mean the twelve-month period ending October 31.

Power and Energy to be Supplied by the United States

7. (a) The United States shall generate and deliver, and the Company shall receive and accept, from the Federal powerplants into the Company's system, 126,142,500 kilowatthours of primary energy per year during the contract term as follows:

- (1) 123,405,000 kilowatthours of such primary energy, of which not less than 3,650,000 kilowatthours of

1/ Calculated on the basis of a five-hour average daily peaking each month of 2,000 kilowatts.

peaking energy shall be for the Company's own use, shall be made available as scheduled by the Company, but, except as set forth in article 10, the Company shall not schedule such power at a total rate from all Federal powerplants greater than 24,000 kilowatts between April 30 and September 1, than 23,000 kilowatts during the month of September, than 16,250 kilowatts between October 31 and April 1, than 19,500 kilowatts during the months of April and October; and, except as provided in article 10, the Company shall schedule the delivery of primary energy to it within the following maxima:

Not to exceed 48,207,000 kilowatthours between April 30 and September 1; 9,986,000 kilowatthours in the month of September; 49,806,000 kilowatthours between October 31 and April 1; 15,406,000 kilowatthours during the months of April and October of any year.

- 2/
- (2) 2,737,500 kilowatthours of such primary energy shall be made available for the Company's own use, as scheduled by the Company. On not less than two (2) years' written notice given to the Company, the amount of primary energy delivered to the Company
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2/ Calculated on the basis of a five-hour average daily peaking each month of 1,500 kilowatts, which capacity and energy are in addition to that specified in paragraph 7(a)(1).

for its own use under this paragraph (2) may be reduced either by the increase in the requirements of loads served directly by the United States or, as provided in subarticle 11(d), by the addition of loads to be served over the Company's system.

There is attached hereto, as exhibit A, a table entitled "Boise and Minidoka Projects - Illustration Based on Estimated Distribution of Energy - 1956" from which the foregoing figures in this article and the figures in article 11 were derived. The figures in the exhibit, being estimates only, are appended only by way of explanation, and are not intended to impose limitations or requirements beyond those imposed by the figures set forth in the text of the contract.

(b) The United States shall generate and deliver, and the Company shall receive and accept, from the Federal powerplants into the Company's system, secondary energy as follows:

(1) All secondary energy available from the Federal powerplants and which, in the judgment of the United States, can be safely supplied from those plants to the extent of the first 28,500,000 kilowatthours of secondary energy during the months of November through February and July through October of each year, or to the extent of the lesser amount to which the 28,500,000 kilowatt-hours may be adjusted in accordance with (a)(2) of this article or subarticle 11(d) by the addition of loads therein provided for.

- (2) All secondary energy in excess of 28,500,000 kilowatthours during each year made available by the United States and that the Company desires to purchase and accept under the terms hereof.

Frequency, Voltages and Points of Delivery

8. The power and energy to be generated and delivered by the United States to the Company, as provided in this contract, shall be developed as three-phase alternating current at a nominal frequency of 60 cycles per second, and shall be provided at the following nominal voltages and points of delivery:

- (a) 138,000 volts, at the point at which the Company's 138,000-volt circuit connects with the 138,000-volt circuit from the Federal substation near Mountain Home, Idaho;
- (b) 69,000 volts, at the point at which the Company's 69,000-volt transmission line connects with the Federal 69,000-volt circuit near Emmett, Idaho;
- (c) 138,000 volts, at the point at which the Company's 138,000-volt circuit connects with the Federal substation at the Minidoka powerplant;
- (d) 23,000 volts, at the point at which the Company's 23,000-volt circuit connects with the Federal 23,000-volt circuit at or near Barber Dam in Idaho;

and at such other voltages and points as may be mutually agreed on in writing.

Interruptions or Reductions in Service

9. (a) The electric service to be provided the Company under article 7 and the electric service to be provided the United States under article 11 will be furnished continuously except for (1) interruptions or reductions due to uncontrollable forces, as herein defined; (2) interruptions or reductions due to operation of devices installed for power system protection; and (3) temporary interruptions or reductions which, as determined by each party with respect to its own facilities, are necessary or desirable for the purposes of repairs, replacements, installation of equipment, investigation and inspection, or nonscheduled maintenance.

(b) In the event of brief interruptions or reductions of power deliveries from the Federal powerplants to the Company's system excusable under (a) of this article, the Company, if and so long as it determines that it has power and energy available therefor, will continue to deliver power and energy to loads of the United States and its customers under the provisions of article 11 at such price as may be agreed upon in writing between the contracting officer and the Company. If the Company determines that it does not have power and energy available during such interruptions or reductions, it will, upon request by the contracting officer, endeavor to make arrangements for securing power from adjacent connected sources and make it available to the United States at the incremental cost of providing such service; provided, that the arrangements for the temporary service shall be authorized by the contracting officer before the service is initiated, subject to the right of the Company to cancel or discontinue such arrangements at any time.

(c) All generating units in the Federal powerplants shall be maintained in commercial operating condition by the United States, excluding periods for maintenance, repairs, replacements, installation of equipment, or investigation and inspection, during the contract term. Outages of equipment will be held to the shortest possible duration, and, except in case of emergency as determined by the contracting officer, will be permitted only after giving the Company reasonable advance notice thereof, and the United States will endeavor to coordinate such periods with the Company's system maintenance program.

Scheduling of Generation; Temporary Storage of
Water for Power Production in Federal Reservoirs

10. (a) Within the maximum yearly quantity of primary energy provided in article 7 but without regard to the kilowatt and kilowatthour or other limitations of that article, the Company, for the purpose of achieving the most efficient and flexible utilization of productive capacity, may, within the limits of this article, (1) provide for the temporary storage of water in Federal reservoirs, and (2) schedule generation of primary and secondary energy by the Federal powerplants, both in such manner that it considers desirable to meet the general power requirements of the Company's market area, including the requirements of the United States and its customers.

(b) Temporary Storage of Water. Beginning with the effective date of this contract, the Company may schedule for storage in Anderson Ranch and Cascade reservoirs for release for power production in subsequent months, water to which the Company is entitled and such other water

as the contracting officer determines to be available for that purpose, subject to the following limitations:

- (1) No water shall be so stored that is required to be released to meet the requirements of prior rights downstream for irrigation or other beneficial consumptive uses.
- (2) No water shall be so stored in Anderson Ranch Reservoir if such storage, together with other water being stored, would result in the encroachment on space in that reservoir that is required to be held vacant for flood control purposes under the terms of the operating plan set forth in exhibit B. Waters so stored in Cascade Reservoir shall be released if the contracting officer, after consultation with the Company, determines that space in that reservoir is required for flood control purposes.

(c) Scheduling of Generation. (1) Both for the purpose of making use of temporary storage available to the Company under (b) of this article and to make use of other water available for power production at the Federal powerplants, the fullest practicable use shall be made of the Federal powerplants, to obtain the most valuable electrical energy therefrom, as requested by the Company, within these limitations and on these conditions:

- (i) No water, except that temporarily stored as provided in (b) of this article, will be released for the

production of power at Federal powerplants except as the release of water is required by reason of prior rights downstream or it is determined by the contracting officer that the release may be made consistently with the objective of conserving, to the greatest extent practicable, water for irrigation uses.

(ii) Water temporarily stored as provided in (b) of this article may be released whenever requested by the Company, except that no releases shall be made that will result in the loss of water for irrigation purposes and in no case may such water be carried beyond an irrigation season if its release is required to satisfy prior rights to the use of stored waters for irrigation purposes.

(iii) All releases ordered by the Company shall be limited at any time by the safe operating capability of the various units in the Federal powerplants as determined by the United States and to the capability of the Company's system to receive and utilize such energy as determined by the Company, and, except as approved by the contracting officer, power shall not be scheduled so as to require the operation of any individual generating unit in any Federal powerplant at less than thirty per cent (30%) of its

capability, nor shall the production at the Black Canyon plant be at less than 1,000 kilowatts at any time.

(2) There are attached hereto as exhibit C and incorporated by reference herein operating criteria to govern both the storage and release of water in keeping with the provisions of this article. Within the limits of this article, however, these criteria may be revised from time to time by agreements in writing between the contracting officer and the Company.

(d) The Company shall furnish at all times, except for interruptions or reductions within the provisions of article 9, power and energy to satisfy such requirements of the United States and its customers as could have been met by the United States from the Federal powerplants but for the operations of the Company under the provisions of this article.

Supply of Power and Energy for the
United States and its Customers

11. (a) The Company, to provide service to the United States and its customers out of power and energy to be made available to the Company under this contract, shall supply the United States or its customers power and energy to the extent and on the terms set out in this article.

(b) Except as subsequently modified pursuant to the provisions of (d) of this article, the maximum demand of the United States, as defined in (g) of this article, and the maximum amount of energy per year required to be delivered by the Company hereunder shall not exceed the following:

<u>Period</u>	<u>Maximum Demand</u> (Kilowatts)	<u>Maximum Energy</u> (Kilowatthours)
April 30 to September 1	20,500)	
September	19,500)	52,493,000
October 31 to April 1	13,100	43,824,000
April and October	16,400	<u>13,574,000</u>
		<u>109,891,000</u>

(c) The existing customers of the United States and the loads of each individual customer to be served by the Company hereunder are shown on exhibit D, these loads including, as part of the Minidoka Project load, the delivery of not to exceed a maximum demand of 2,000 kilowatts and the maximum energy per year of 6,000,000 kilowatthours for the North Side Pumping Division so long as such delivery can be made within the limits of (b) of this article and only during an interim period until the availability of power from the American Falls powerplant and the making of permanent arrangements by the United States for delivery of power on the North Side Pumping Division. Delivery of power and energy to the North Side Pumping Division shall be made during such interim period to the ten (10) North Side wells listed in exhibit D at pump voltage (2,300 or 440 volts), the Company to furnish the necessary transformation equipment. Within the limits set forth in (b) of this article, and within the limits of excess capacity at any time existing in the Company's system as determined by the Company, the amount of power and energy to be delivered to the loads specified in exhibit D may be increased up to a maximum of ten per cent (10%) of the amounts so specified for any individual load.

(d) In addition to the loads covered by (c) of this article, but within the number of kilowatthours and other limitations and on the conditions specified in paragraph 7(a)(2) modified as hereinafter provided, the United States, by means of the Company's system, if there is available excess capacity in the system as determined by the Company, (i) may serve additional loads of its own, (ii) may contract to deliver power and energy to serve the irrigation and incidental operation and maintenance requirements of water users organizations, or (iii) may serve the requirements of customers entitled to preference in the purchase of power and energy under the Federal Reclamation Laws. Whenever such additional loads are to be served by the United States under this article or directly in accordance with paragraph 7(a)(2), there shall be:— a reduction in the amount of primary energy made available to the Company under the provisions of paragraph 7(a)(2); if the additional loads are to be served directly by the United States over its own facilities or are loads coming under item (i) or (ii) of this subarticle, a reduction of not to exceed a total of 2,750,000 kilowatthours in the amount of secondary energy made available to the Company under the provisions of paragraph 7(b)(1)^{3/}; and appropriate adjustments of the maximum demand and maximum energy figures set forth in (b) of this article, taking account of an assumed transmission loss on energy delivered over Company facilities of four per cent (4%) for loads west of a north-south line through Glenns Ferry, Idaho, and seven per cent (7%) for loads east of said Glenns Ferry line. No additional load shall be served under this

^{3/} See, by way of explanation, footnote 7 of exhibit A.

subarticle except at 44,000 volts or such higher voltage as is available on the Company's system at or near the proposed point of delivery and except at a demand at any one point of delivery off the Company's system of 200 kilowatts or more; provided, that the contracting officer and the Company may agree on a smaller load limitation with respect to particular loads.

(e) The Company will deliver electric power and energy to the United States and its customers under this article at points of connection with the Company's system at which deliveries are now being made; and the Company will make at the expense of the United States whatever connections to the Company's system are agreed between the contracting officer and the Company to be necessary to make other deliveries coming within the provisions of this article.

(f) The Company shall not be responsible for supplying power and energy to the United States or its customers if power and energy are not made available hereunder to the Company by the United States for such purpose except as otherwise provided in subarticles 9(b) and 10(d), and shall not be liable for any claims, demands, causes of action or damages arising out of failure to supply power and energy in such cases.

(g) For the purpose of this article, the term "maximum demand" for any period shall mean the total of the maximum hourly integrated demands occurring during any month within the period at each of the delivery points from the Company's system to each of the loads of the United States, adjusted for lagging power factor under the provisions of subarticle 12(b); provided, that the maximum demands at the Minidoka

powerplant shall not include those occurring during the periods from 9 p.m. to 9 a.m. daily or from 9 p.m. Saturday night to 9 a.m. Monday morning.

Power Factor

12. (a) The Company shall take power and energy from the United States at the locations designated in article 8 at such power factor as will best serve the Company's system at that point; provided, that the Company shall not intentionally impose any power factor on the system of the United States in such a way as to overload or impair the facilities of the United States, or interfere with the generation of energy for commitments of the United States to other customers served directly from the Federal powerplants.

(b) The United States shall take power and energy from the Company at the power factor which the loads of the customers of the United States impose on the Company's system; provided, that, if the average power factor of the load of any such customer at the time of said customer's maximum demand during any month should be less than 0.85 lagging at its point of delivery, the maximum demand of the United States at such point of delivery shall be adjusted by determining the maximum demand of the United States imposed by such customer for such month, and by increasing the measured kilowatts of demand by one per cent (1%) for each one per cent (1%) or major fraction thereof by which the average power factor is less than 0.85 lagging.

(c) The reactive load imposed on the Company's system by customers of the United States shall be carried by the Federal powerplants at all times when requested by the Company.

Payment

13. (a) The Company shall pay the United States for power and energy and for the various related privileges accorded to it under this contract as follows:

(1)* For power and energy and related privileges, exclusive of those covered by paragraphs (2), (3) and (4) below, for each full year, \$129,000, to be paid in equal monthly instalments of \$10,750, on or before the 20th day of the month following that for which it is payable, subject to adjustment as provided in (c) of this article; provided, that, if in any year by reason of interruptions or reductions coming within the provisions of article 9, or by reason of the addition of loads by the United States under paragraph 7(a)(2) or subarticle 11(d), the total amount of secondary energy as described in paragraph 7(b)(1) available to the Company is less than 28,500,000 kilowatthours, the total payment to be made under this paragraph shall be reduced by an amount equal to the deficiency in kilowatthours times \$.00175.

(2) For primary energy made available to the Company under the provisions of paragraph 7(a)(2), \$.006 per kilowatthour.

(3) For primary energy delivered to the Company pursuant to the provisions of paragraph 7(a)(1) for transfer

to loads of the United States or its customers, but which energy is not required to meet such loads and is delivered to the Company, at the rate of \$.0019 per kilowatthour. The kilowatthours to be paid for under this paragraph shall be the excess of kilowatthours that the Company is obligated to deliver to loads of the United States and its customers under the provisions of article 11 and for which energy is delivered to the Company, over the total amount actually delivered to the United States and its customers measured as provided in subarticle 14(b) less the excess of the actual kilowatthour generation for the year at the Minidoka powerplant over ^{4/}83,320,000 kilowatthours.

- (4) For secondary energy delivered to and taken by the Company in any year in excess of 28,500,000 kilowatthours or in excess of the resulting lesser amount should the above 28,500,000 kilowatthours of secondary energy be reduced by withdrawal under the provisions of subarticle 11(d), and energy delivered to the Company pursuant to the provisions of paragraph 7(a)(1) not used to meet Minidoka Project loads and not required to be paid for under paragraph (a)(3) of this article because generation at

^{4/} This figure represents the agreed estimate of generation at the Minidoka powerplant in a critical water year.

the Minidoka powerplant for the year exceeded 83,320,000 kilowatthours, at the rate of \$.001 per kilowatthour.

There shall be determinations as of the end of each year as to the amounts owed to the United States under paragraphs (1), (2), (3) and (4) above, and these amounts, less the amounts theretofore paid in monthly instalments under paragraph (1) above, shall be payable to the United States on or before the 20th day of December following the year for which the amounts are payable.

(b) The United States shall pay to the Company for the transfer and delivery of power and energy by means of the Company's interconnected system, for each kilowatthour delivered as provided in article 11 hereof measured at the point of delivery as follows:

- (1) For the transfer and delivery of power and energy to loads with delivery points west of a north-south line through Glens Ferry, Idaho, \$.001 per kilowatthour.
- (2) For the transfer and delivery of power and energy to loads with delivery points east of the Glens Ferry line, \$.0015 per kilowatthour.
- (3) In addition to the charges under paragraphs (1) or (2) above and except as otherwise agreed in writing, in those instances in which loads coming within the provisions of subarticle 11(c) require service over lines of the Company having a voltage of less than

44,000 volts, an additional charge of \$.0023 per kilowatthour; provided, however, that this paragraph shall not apply to service to the ten (10) North Side Pumping Division wells as covered in paragraph (4) below.

- (4) In addition to the charges under paragraph (2) above, an additional charge of \$.002 per kilowatthour shall be made for the delivery of power and energy at pump voltage for the ten (10) wells on the North Side Pumping Division of the Minidoka Project as provided in subarticle 11(c).
- (5) For power and energy secured and furnished by the Company for the United States during periods of brief interruptions or reductions of power deliveries from the Federal powerplants, in accordance with subarticle 9(b).

There shall be determinations as of the end of each month of the contract term as to amounts owed to the Company under (b) of this article and these amounts shall be paid to the Company on or before the 20th day of the month following that for which the amounts apply. Payments of amounts due under (b) of this article by the United States to the Company shall constitute full compensation for the transfer and delivery of power and energy for the United States over Company facilities in accordance with article 11.

(c) The payment to the United States under paragraph (1) of (a) of this article shall be reduced in the following circumstances:

- (1) In the event the United States fails for any reason, except because of interruptions or reductions within the scope of subarticle 9(a) or as the result of scheduling by the Company under article 10, to deliver the full amount of primary power and energy required to be put into the Company's system pursuant to subarticle 7(a) for the Company's own use and to provide service (with proper allowance for losses) to the United States and its customers.
- (2) In the event the United States and its individual customers utilize power and energy in excess of the amounts specified in article 11 and exhibit D hereto as modified from time to time under the provisions of (d) of that article.

The amount of reduction by reason of the deficiency under (1) or the excess use under (2) above shall be a sum equal to the kilowatts of deficiency or excess each month times \$1.50 plus the kilowatthours of such deficiency or excess times one cent. Adjustments under this article shall be made in connection with the monthly payment provided for in (a) of this article to be made by the Company following the end of the month affected by the adjustment. Nothing in this subarticle shall be construed to create or imply any obligation on the part of the Company to make up any such deficiency or to supply power and energy for any such excess use; and, in the event it appears that such deficiencies under (1) above or excess use under (2) above will be of long duration, the parties will negotiate with

the objectives of meeting those problems by long-term contractual arrangements other than herein set forth.

(d) In view of the fact that the date of initial service under this contract will not coincide with the beginning of a year as defined in article 6 and the fact that on that date only one of the two initial generating units at the Anderson Ranch powerplant will be in service, the bills for service under this article for the period from the date of initial service through October 31, 1951, shall be appropriately adjusted by formulae to be worked out by the contracting officer and the Company, to reflect such partial year of service and the fact, to the extent that it existed during that period, that only one generating unit had been placed in service. For any additional period prior to the placing in operation of the second generating unit and for the period upon termination of the contract which constitutes a partial year of service under the contract, a like procedure shall be followed to accomplish appropriate adjustment of bills.

Measurement of Electric Power and Energy

14. (a) The electric power and energy delivered hereunder by the United States to the Company's system shall be measured in the powerplants of the United States by metering equipment to be furnished and maintained by the United States. When such electric power and energy is delivered on the high voltage side of any substation, but is measured on the low voltage side of such substation, the meter readings shall be decreased by two per cent (2%); provided, that meter readings at the Anderson Ranch powerplant will be adjusted in accordance with exhibit E

attached hereto which exhibit shall be subject to change by mutual agreement of the contracting officer and the Company when changes of facilities of either party so warrant.

(b) The electric power and energy delivered to loads and customers of the United States over the Company's transmission system shall be measured at the voltage of the transmission line (or distribution line in case of delivery at distribution voltage as supplied to existing customers) from which it is delivered to the United States or its customers at or near the points of delivery of such electric power and energy, by metering equipment to be furnished and maintained by the United States. Power and energy delivered at any point or points of delivery, except on the North Side Pumping Division, may, at the option of the United States, be measured on the low voltage side of the substation at or near said point of delivery, in which event the meter readings at said point of delivery will be increased by two per cent (2%) in order to compensate for substation losses. With respect to service furnished to the ten (10) North Side Pumping Division wells, meter readings shall be increased by nine per cent (9%) to cover distribution and step-down transformation losses. With respect to service furnished the Gem Irrigation District pumping plant during the months of November to March, inclusive, under the present arrangements for supplying such service, the meter readings for the District's pumping plant shall be increased by an amount of sixty (60) kilowatts times the number of hours of use in each such monthly billing period in lieu of the two per cent (2%) adjustment factor provided for above. If the present arrangement for serving the

Gem District's pumping plant is changed, this formula shall be subject to change by mutual agreement of the contracting officer and the Company.

(c) Except as otherwise agreed to in writing by the contracting officer and the Company, the United States shall require that its employees or that its customers, as the case may be, read meters hourly at Federal powerplants and at delivery points to customers of the United States where an attendant is continuously on duty, recording such readings on appropriate log sheets, and shall read all other meters, the readings to be as nearly as practicable on the last day of the monthly billing period; shall submit a copy of all readings to the Company for its records; and shall make such information available to the Company at other times upon request. Either party shall have the right to inspect the meter reading charts or records of the other party.

(d) For billing purposes, the meters shall be read at the end of each monthly billing period, and account shall be taken of the losses between the metering points and the points of delivery as provided in (a) and (b) of this article.

(e) The meters shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested, or adjusted, and representatives of the Company shall be afforded reasonable opportunity to be present upon such occasions. The meters shall be tested by the United States once each year or at any reasonable time upon request therefor by either party thereto. Any metering equipment found to be defective or inaccurate shall be repaired and readjusted or replaced. Should any meter fail to register, the electric power and energy delivered

hereunder during such period of failure to register shall be estimated jointly from the best information available.

(f) If any of the meter tests provided for herein discloses that the error of any meter or meters exceeds two per cent (2%), correction based upon the inaccuracy found shall be made of the records of electric service furnished since the beginning of the monthly billing period immediately preceding the billing period during which the test was made. Any correction in billing resulting from such correction in meter records shall be made in the next monthly bill rendered by the United States to the Company, and such correction, when made, shall constitute full adjustment of any claim between the parties hereto arising out of such inaccuracy of meters.

Cooperation in System Operation

15. It is understood that the details of operation of the Federal powerplants in conjunction with the Company's system cannot be covered by this contract, but the United States and the Company desire and intend that such operation shall be carried forward in and with a spirit of sympathetic cooperation in order that efficient results may be obtained for the benefit of all concerned. In this spirit, the United States, during its powerplant operating periods, will report hourly, through its powerplant operators or other designated employees, to designated representatives of the power department of the Company, giving such information as is available and is required in the operation and dispatching of the Company's system, and will provide said department information on log sheet forms to be furnished by the Company, showing power supplied by the Federal

powerplants and information as to voltage, amperage, reactive kva, water records, switching data, and such other information as is normally required for smooth system operation and the coordination of the Federal powerplants with the Company's system, and will furnish to the Company such hourly, daily or monthly meter readings of its various loads as they are available, such readings to be mailed at weekly or monthly intervals to the Superintendent of Power, Idaho Power Company, 1220 Idaho Street, Boise, Idaho. In a like spirit the Company will furnish the United States, upon request, such technical and operating information as may be required in the design and operation of power facilities involved in the carrying out of this contract.

Communication Equipment

16. Each party shall install and operate on its respective facilities such equipment as may be required to afford a carrier current telephone channel which will provide direct communication between the office of the Company's district operator and the operators at Anderson Ranch powerplant, and between the Company's American Falls powerplant and the Minidoka plant at a later date and upon arrangements to be agreed on by the contracting officer and the Company. Communications between the Company's district operator and the operators at other Federal powerplants will be over presently existing facilities.

Control and Maintenance of Electric Transmission System

17. Each party shall operate and maintain its respective electric transmission system in good and satisfactory operating condition. The United States will provide and maintain and, through its contracting officer, will require of its customers who are to be served through the

Company's system the installation, maintenance and operation of all proper service protective equipment as current electrical engineering practices recognize as necessary and efficient for the purpose of clearing and protecting the Company's electric transmission system of the faults, grounds and other types of electrical failures or disturbances that originate on the facilities of the United States or its customers.

Rights of Access

18. Each party shall afford to the duly authorized representative of the other the right, during the usual hours of business, to enter its premises for the purpose of reading or checking meters, or inspecting or testing any or all of the facilities of the other located on its property, or for the purpose of performing any other work incident to the performance of this contract.

Rights to Install and Remove Facilities

19. Each party hereby grants to the other the necessary licenses and permits to install, operate, maintain, replace or repair, either or all, on the property of the other such facilities as are agreed from time to time to be necessary or desirable for the purposes of this contract. Any facilities so installed shall be and remain the property of the party installing them, notwithstanding that they may have been affixed to the property of the other party; and the owning party shall have a reasonable time after the termination of this contract to remove such facilities. If either party desires a license or permit extending beyond the term of this contract with respect to certain facilities, the installation, operation, maintenance, replacement, repair and removal of such facilities on or

from the property of the other party will be covered by a separate license or permit.

Construction Standards

20. The parties hereto shall construct, maintain and operate their respective interconnected power receiving and delivery facilities in accordance with accepted standards at least equal to those provided by the National Electric Safety Code of the United States Bureau of Standards.

Equipment to be Sold by the Company to the United States

21. The United States will purchase and the Company will sell and convey to the United States such parts of the Company's installed metering equipment presently utilized by the Company in serving the United States or any of its customers, which the United States determines is necessary for metering power and energy delivered by the United States to itself or any such customer. The contracting officer and the Company will agree upon a price to be paid for the equipment involved and payment thereof by the United States will be made as soon after transfer of the equipment and receipt of an itemized bill therefor as the necessary vouchers can be prepared.

Uncontrollable Forces

22. Neither party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces. For the purpose of this agreement, the term "uncontrollable forces" shall mean any cause beyond the control of the party affected, including, but not limited to, inadequacy of water for the generation of the electric power and energy herein contracted for,

failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, strike or labor disturbance, sabotage and restraint by court or public authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

Liability

23. Neither party, its officers, agents and employees, or any of them, shall be liable for any claims, demands, costs, losses, cause of action, damages, or liability of whatsoever kind or nature, arising out of or resulting from the construction, operation, and maintenance of the facilities of the other party under this contract; provided, that each party shall be solely responsible for the claims of and payments to its employees and agents for injuries occurring in connection with their employment.

Rules and Regulations

24. The United States and the Company may mutually agree upon and put into effect, from time to time, such operating rules and regulations as may be required in order to establish the methods of operation to be followed in the performance of this contract.

Transfer of Interest in Contract

25. No voluntary transfer of this contract or of the rights of the Company hereunder shall be made without the written approval of the Secretary of the Interior, and any successor or assignee of the rights of the

Company, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of this contract to the same extent as though such successor or assignee were the original contractor hereunder; provided, that the execution of a mortgage or trust deed, or indentures supplemental thereto, or judicial or foreclosure sale made thereunder, shall not be deemed voluntary transfer within the meaning of this article.

Waivers

26. Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this contract shall not be deemed to be a waiver with respect to any subsequent default or matter. Any delay, short of the pertinent statutory period of limitation, in asserting or enforcing any right, shall not be deemed a waiver of such right.

Notices

27. Any notice, demand, or request required or authorized by this contract shall be deemed properly given if mailed, postage prepaid, to the Regional Director, United States Bureau of Reclamation, Boise, Idaho, on behalf of the United States, except where otherwise herein specifically provided, and to the President and General Manager, Idaho Power Company, 1220 Idaho Street, Boise, Idaho, on behalf of the Company. The designation of the person to be notified or the address of such person may be changed at any time by similar notice.

Contingent Upon Appropriations

28. The expenditure of any money or the performance of any work by the United States hereunder which may require appropriations of money by the Congress or the allotment of Federal funds shall be contingent upon such appropriations or allotments being made. The failure of the Congress to appropriate funds shall not relieve the Company from any obligations theretofore accrued under this contract, nor give the Company the right to terminate this contract as to any of its executory features. No liability shall accrue against the United States in case such funds are not so appropriated or allotted.

Officials Not to Benefit

29. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

Covenant Against Contingent Fees

30. The Company warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Company for the purpose of securing business.

Term of Contract;
Termination of Existing Contracts

31. (a) This contract shall become effective on the date of initial service as defined in this article, and shall remain in effect until October 31, 1963, subject to the right of either party to terminate it on October 31, 1956, or at the end of any month thereafter by giving to the other party not less than three (3) years' advance written notice of the date of such termination. The date of initial service hereunder is hereby defined as the date following the execution of this agreement on which the United States is ready to furnish electric energy at the delivery point described in (a) of article 8 hereunder.

(b) The following contracts between the parties hereto shall terminate at the date of initial service under this contract:

April 23, 1929, Symbol and No. I1r-543; April 10, 1930, Symbol and No. I1r-594; October 1, 1934, as amended November 9, 1940, April 18, 1941, and August 18, 1941, all Symbol and No. I1r-801; August 13, 1942, as amended August 15, 1944, both Symbol and No. I2r-14411; February 7, 1950, Symbol and No. I74r-1249; and July 28, 1950, Symbol and No. I74r-1412.

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 /s/ H. T. Nelson
Regional Director, Region 1
Bureau of Reclamation

(SEAL)

IDAHO POWER COMPANY

Attest:

/s/ A. C. Inman
Secretary

By /s/ T. E. Roach
President

C E R T I F I C A T E

I, A. C. Inman, certify that I am the
Secretary of the Idaho Power Company,
the corporation named as Company herein; that T. E. Roach,
who signed the above contract in behalf of said Company, was then
its President & 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.

/s/ A. C. Inman

(SEAL)

1000

	Jan.	Feb.	Mar.	Apr.
<u>Primary Deliveries to Company</u>				
For transfer to U. S. loads	7,978	9,102	8,176	5,471
Losses on Company system	<u>816</u>	<u>928</u>	<u>837</u>	<u>67</u>
Subtotal - Input for transfer	8,794	10,030	9,013	5,951
Purchase by Company:				
2000 kw, 5-hr. peaking ^{2/}	<u>310</u>	<u>280</u>	<u>310</u>	<u>30</u>
Subtotal - Minimum primary to Company	9,104	10,310	9,323	6,251
1500 kw, 5-hr. peaking subject to withdrawal ^{2/}	233	210	232	22
Unsold U.S. transfer energy ^{4/}	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total - Primary Input to Company	9,337	10,520	9,555	6,479
<u>Secondary Energy to Company</u>				
Covered by lump sum payments ^{2/}	6,084	3,917	-	-
Additional energy available ^{5/}	<u>0</u>	<u>0</u>	<u>5,936</u>	<u>11,462</u>
Total - Secondary Energy	6,084	3,917	5,936	11,462
<u>Total Available for Delivery to Company System</u>	15,421	14,437	15,491	17,941
<u>Direct Deliveries^{6/}</u>				
U. S. sales by direct delivery	2,705	1,569	1,836	8,018
Losses on U. S. system ^{7/}	<u>494</u>	<u>494</u>	<u>463</u>	<u>541</u>
Total - Input for direct delivery	3,199	2,063	2,299	8,559
Total Required from Federal Powerplants (Equals median year generation)	18,620	16,500	17,790	26,500

^{1/} Losses estimated on basis of the following loads served from U.S. transmission
10,469 10,468 9,817 11,484

^{2/} Covered by \$10,750 monthly payments. See Articles 7(a)(1) and 13(a)(1).

^{3/} See Articles 7(a)(2) and 13(a)(2).

^{4/} See Articles 7(a)(1) and 13(a)(3).

^{5/} See Articles 7(b)(2) and 13(a)(4).

^{6/} Direct deliveries are those in which power from a Federal powerplant is transmitted without intervening transfer over Company facilities. For example, Minidoka is and hence are served by direct delivery supplemented with transferred power.

^{7/} Includes energy subject to withdrawal by the United States under provisions of A
Estimated distribution in 1,000 kilowatt-hours:—July 950; Aug. 950; Sept. 660;

1 Minidoka Projects
 tration Based on
 ribution of Energy--1956

Kilowatt-Hours

May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
10,068	9,003	12,177	12,278	8,967	8,099	9,041	9,527	109,891
<u>804</u>	<u>704</u>	<u>967</u>	<u>976</u>	<u>719</u>	<u>743</u>	<u>922</u>	<u>969</u>	<u>9,864</u>
10,872	9,707	13,144	13,254	9,686	8,842	9,963	10,496	119,755
<u>310</u>	<u>300</u>	<u>310</u>	<u>310</u>	<u>300</u>	<u>310</u>	<u>300</u>	<u>310</u>	<u>3,650</u>
11,182	10,007	13,454	13,564	9,986	9,152	10,263	10,806	123,405
<u>233</u>	<u>225</u>	<u>232</u>	<u>233</u>	<u>225</u>	<u>232</u>	<u>225</u>	<u>232.5</u>	<u>2,737.5</u>
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
11,415	10,232	13,686	13,797	10,211	9,384	10,488	11,038.5	126,142.5
<u>5,640</u>	<u>6,512</u>	<u>2,654.7</u>	<u>3,009.7</u>	<u>660.7</u>	<u>5,052.7</u>	<u>3,333</u>	<u>3,748.5</u>	<u>28,457.5</u>
5,640	6,512	2,654	3,009	660	5,052	3,333	3,748.5	29,550
17,055	16,744	16,340	16,806	10,871	14,436	13,821	14,787	184,150
<u>13,680</u>	<u>12,936</u>	<u>14,338</u>	<u>14,338</u>	<u>13,056</u>	<u>4,887</u>	<u>1,740</u>	<u>2,583</u>	<u>91,686</u>
<u>815</u>	<u>740</u>	<u>872</u>	<u>876</u>	<u>773</u>	<u>527</u>	<u>499</u>	<u>560</u>	<u>7,654</u>
14,495	13,676	15,210	15,214	13,829	5,414	2,239	3,143	99,340
31,550	30,420	31,550	32,020	24,700	19,850	16,060	17,930	283,490
facilities disregarding source of power:								
17,292	15,717	18,489	18,592	16,392	11,175	10,579	11,889	162,360

mitted over Federal transmission facilities
 loads exceed the Minidoka powerplant capability

Articles 11(d) and 13(a)(1).
 ; Oct. 190.

Region I
 Branch of Power Utilization
 November 29, 1950

Exhibit B

Operating Plan for Boise River Reservoirs
For Irrigation, Flood Control and Power
(Interim Plan--Without Mountain Home Project)

The Bureau of Reclamation is completing construction on and will operate Anderson Ranch Reservoir and the Corps of Engineers plans to construct and operate Lucky Peak Reservoir. A coordinated plan of operation for these reservoirs together with existing Arrowrock Reservoir (herein referred to collectively as the reservoir system), and for the New York Canal diversion to Lake Lowell (Deer Flat Reservoir) and the Boise Project, is necessary to achieve the optimum multiple-purpose use of the combined total storage of 1,084,000 acre-feet. To attain this objective will require the close collaboration of the agencies operating the reservoir system. A plan of operation is set forth herein and the success thereof is contingent on its acceptance and approval by the Secretary of the Interior and the Secretary of the Army and, so far as it affects Anderson Ranch, Arrowrock, and Deer Flat Reservoirs, on its being agreed to by all entities having rights to storage in these reservoirs. To attain the maximum benefits from the reservoir system, the total capacity of 1,084,000 acre-feet will be utilized as follows: 101,000 acre-feet (75,000 acre-feet in Anderson Ranch Reservoir and 26,000 acre-feet in Lucky Peak Reservoir) will be reserved for dead storage and allocated exclusively to the production of power, maintenance of permanent pools for the preservation and propagation of fish and wildlife, and silt control; the remainder of the combined storage capacity in the amount of 983,000 acre-feet (418,000 acre-feet in Anderson Ranch,

285,000 acre-feet in Arrowrock, and 280,000 acre-feet in Lucky Peak Reservoirs) will be operated in the joint interests of irrigation and flood control governed by the best available forecasts of runoff.

Periodically during the period from January 1 to July 31 of each year on the basis of precipitation, temperature, snow survey and runoff data, the Bureau of Reclamation and the Corps of Engineers will determine the volume of runoff that may be expected in the drainage area tributary to the Boise River above Diversion Dam (approximately six miles southeast of Boise, Idaho). To the extent that such services can be arranged for by cooperative agreements, the forecasts will be made after consultation with the Reclamation Engineer of Idaho, or his authorized representative; and the Project Manager, Boise Project Board of Control, or his authorized representative. To facilitate the forecasting of runoff, arrangements will be made among the interested agencies and water users to expand the existing hydrologic network and to establish and operate continuously a system for the efficient assembling and analyzing of the basic data. Until such time as a better method of forecasting be devised, the forecasts of runoff will be based upon average snow-water content at index snow survey courses as determined from periodic snow surveys on or about January 1, February 1, March 1, April 1, and May 1, together with a relationship between weighted accumulated precipitation, mean temperature, and runoff.

To the end of accomplishing the optimum multiple-purpose use of the reservoir system, beginning with the first year it is put into operation,

the system will be operated, through close collaboration with all agencies concerned, on the basis of the forecasted runoff as nearly as practicable in accordance with the following plan:

1. For the purpose of rules and regulations to be prescribed by the Secretary of the Army under section 7 of the Flood Control Act of 1944 (58 Stat. 887, 890), the storage space allocated to flood control is defined as follows:

It is the combined reservoir space, which, using the governing forecast of flood runoff for the year, is required to control the forecasted flood volume, from the time in that year that the total natural inflow to the reservoir system exceeds the allowable release through the succeeding July 31, by releases from the reservoir system during that period such that the flow in the river channel below Diversion Dam will not exceed 6,500 second-feet, so far as this control can be accomplished with a total system capacity of 983,000 acre-feet together with the diversion to the New York Canal of an average of 1,365 second-feet during March and of 2,820 second-feet from April 1 through July. The governing forecast of flood volume

for each year is the forecast made as of the day the total natural inflow to the three reservoirs first exceeds the allowable releases.

The parameters shown on Plate I,^{1/} empirically derived from floods of record, are enveloping curves of the storage requirements for various volumes of total forecasted runoff from any given date to July 31. The total reservoir capacity required to control a flood to a discharge of 6,500 second-feet (or less) past Diversion Dam is indicated by the ordinate of the parameter corresponding to the forecasted runoff on the date of the governing forecast.

2. During the period of each year from the date of the first forecast, about January 1, to the date of making the governing forecast for that year (approximately the middle of April) herein designated as the evacuation period, the reservoir system will be operated in such a manner that the reservoir levels as determined by the parameters on Plate I at the time total inflow to the reservoirs exceeds allowable releases can be attained with the minimum practicable rates and fluctuations of discharge. The rate of discharge during the evacuation period would be determined as follows:

^{1/} See footnote on page 8 of this exhibit B.

the combined total reservoir capacity required on or about April 15 (the date on which total inflows normally may be expected to exceed allowable releases) would be estimated by use of the parameters on Plate I and an April 15 forecast which would be derived by deducting probable minimum inflows for the intervening period from the date of periodic forecasts beginning on January 1. The reservoir capacities required thus estimated would comprise tentative allocations of flood control space at which to aim the evacuation procedure. The rate of discharge at Lucky Peak Reservoir then would be selected as that required to release the probable maximum inflow for the period between the date of forecast and April 15 plus the evacuation necessary to attain the required total reservoir capacity indicated by the latest tentative allocation.

3. The evacuation of the active capacity in the reservoirs will be made in the following order: first, from Lucky Peak, second, from Arrowrock, and last, from Anderson Ranch. Filling of these reservoirs shall follow this schedule in reverse order to the extent that water is available at each of the respective sites.

4. From the date of the governing forecast each year through July 31 of that year, herein designated as the filling period, the reservoirs will be operated in such a manner that the combined reservoir content shown on the parameter chart (Plate I) will be maintained but not exceeded, except when total storage above those capacities is required to limit the releases to allowable flows (as determined by downstream channel capacity and irrigation diversions) at Diversion Dam. However, when the forecasted runoff indicates extraordinary flood flows requiring storage capacity for flood control in excess of the total active storage capacity of the reservoir system (983,000 acre-feet) temporary releases at Lucky Peak in excess of the allowable flows may be required, but such releases will be made at a rate so as to minimize the peak rate of flow in the river channel below the Diversion Dam. The rate of such releases shall be specified by the Corps of Engineers after consultation with the Bureau of Reclamation.
5. All releases from the reservoir system, as herein provided, are subject to the condition that no releases will be made at rates or in a manner that would be inconsistent with whatever operating rules

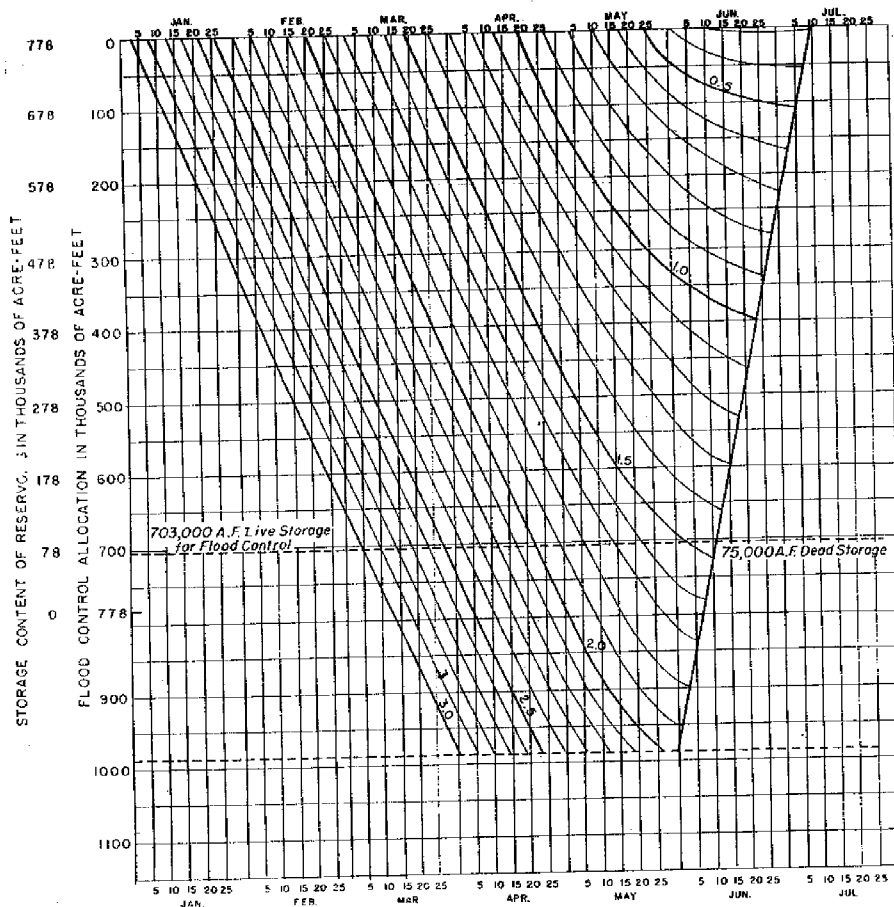
and regulations are laid down by the Chief Engineer, Bureau of Reclamation, or the Chief of Engineers, Department of the Army, for the purpose of protecting from damage the dams and reservoirs being operated under his supervision.

6. In order to enhance the recreational value of Lucky Peak Reservoir after recession of the flood each year that reservoir will be filled by transfer of water from Arrowrock storage, if not already full from flood water storage, and will be held full through September 7 each year except when Arrowrock Reservoir irrigation storage is exhausted prior to that date.

If operating experience indicates the desirability therefor or if justified by future improvements in downstream channel of the Boise River, the Secretary of the Interior and the Secretary of the Army may, after consultation with the Reclamation Engineer of Idaho or his authorized representative and the Project Manager, Boise Project Board of Control or his authorized representative, modify from time to time the operating plan herein described with respect to allowable releases and the amount of space allocated to flood control each year on the basis of advanced forecasts of runoff. However, no modification which would result in a substantial change in the control of floods herein stated to be the objective of the original operating plan shall be made without the concurrence of all entities having rights in the reservoir system.

Revisions of the rules and regulations prescribed under the Flood Control Act of 1944 will be made by the Secretary of the Army if, in his judgment, those are requisite because of such modifications in flood control space allocations.

1/ Plate I shows the limiting flood control allocation in Anderson Ranch and Arrowrock as 703,000 acre-feet. With completion of Lucky Peak, this limitation would be raised to include also the live storage capacity of Lucky Peak Reservoir.



NOTES:

RESERVOIR CAPACITIES
ALLOTTED FOR FLOOD CONTROL
UNITS - 1,000 A.F.

	<u>LIVE</u>	<u>DEAD</u>	<u>TOTAL</u>
ANDERSON BLANCH	418	75*	493
SHROFFOCK	285	0	285
TOTAL	<u>703</u>	<u>75</u>	<u>778</u>

* Of this amount 5,000 kwh. are reserved as live storage for power.

Parameters are anticipated natural flood runoff of Boise River at diversion two in millions of acre-feet for the remainder of the period from any given date to July 31.

Storage reservation is based upon a release which would allow a maximum regulated flow at Lucky Peak Reservoir of 6,500 c.f.s. in January and February, 7,865 c.f.s. in March, and 6,300 c.f.s. in April to July.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
BOISE PROJECT - IDAHO
ALLOCATION OF FLOOD CONTROL SPACE

OPERATING ANDERSON RANCH AND ARROW ROCK
RESERVOIRS DURING CONSTRUCTION OF
LUCKY PEAK DAM AND RESERVOIR

BOISE, IDAHO

OCTOBER 19, 1950

Operating Criteria for the Utilization of
Storage in Anderson Ranch and Cascade Reservoirs for
Power Production

The Bureau of Reclamation is completing construction of: Anderson Ranch and Cascade reservoirs, two initial units of the Anderson Ranch powerplant, and modification of the Black Canyon dam and powerplant with a view to utilizing the storage for power production to the maximum degree consistent with its primary purpose of providing irrigation water. The following operating criteria have been developed for this purpose and especially to set adequately conservative limitations on such use of this storage as to obviate waste of water that might otherwise be storable for irrigation use.

Anderson Ranch Storage

In order to meet the estimated requirements of irrigation and other beneficial consumptive uses in the Boise Valley, having regard for existing natural flow rights and seeking efficient use of Anderson Ranch Reservoir by its coordination with Arrowrock and Lake Lowell reservoirs, water may be released from Anderson Ranch Reservoir for power production only within the following limitations:

1. Power production at the Anderson Ranch plant may be maintained at full rated capacity (27,000 kw) to the extent that head and water are sufficient for this purpose subsequent to the time the reservoirs attain their maximum content in the spring of a given year until September 30 of that year unless releases for this purpose would result in a reduction of Anderson

Ranch storage concurrently with spill of water from Arrowrock in excess of irrigation requirements.

2. Except as hereinafter provided, the release of water for power production will not be made from Anderson Ranch Reservoir when to do so would result in storage in Arrowrock Reservoir in excess of the following limiting values:^{1/}

<u>Date</u>	<u>Storage in Arrowrock</u> <u>(Acre-Feet)</u>
October 1	207,000
November 1	203,000
December 1	170,000
January 1	199,000
February 1	224,000
March 1	250,000
April 1	264,000

or would result in a lesser amount in storage in Anderson Ranch Reservoir than is indicated as the minimum under the curves shown on plate 2.

3. Release of water for power production that will result in storage above the limiting values given in 2 above and release of water for power production between April 1 of a given year and the date Anderson Ranch and Arrowrock reservoirs attain their maximum content in that year will be permitted only when the least favorable forecast for

^{1/} These values represent the maximum allowable content of Arrowrock Reservoir for the dates shown which, after fulfillment of downstream requirements, would have permitted complete regulation of inflow below Anderson Ranch Reservoir and above Diversion Dam in any year of past record.

a given date for a given storage season of storable inflow at Anderson Ranch indicates that water will be spilled therefrom concurrently with spill from Arrowrock Reservoir, and only to the extent of the indicated spill. Until more satisfactory forecasting for this purpose is developed, the attached curves on plate 1 showing minimum storable flow at Anderson Ranch Reservoir in relation to forecast runoff for Boise River at Diversion Dam from date of forecast through July 31 will be used together with the best available forecasts of runoff for the latter point.

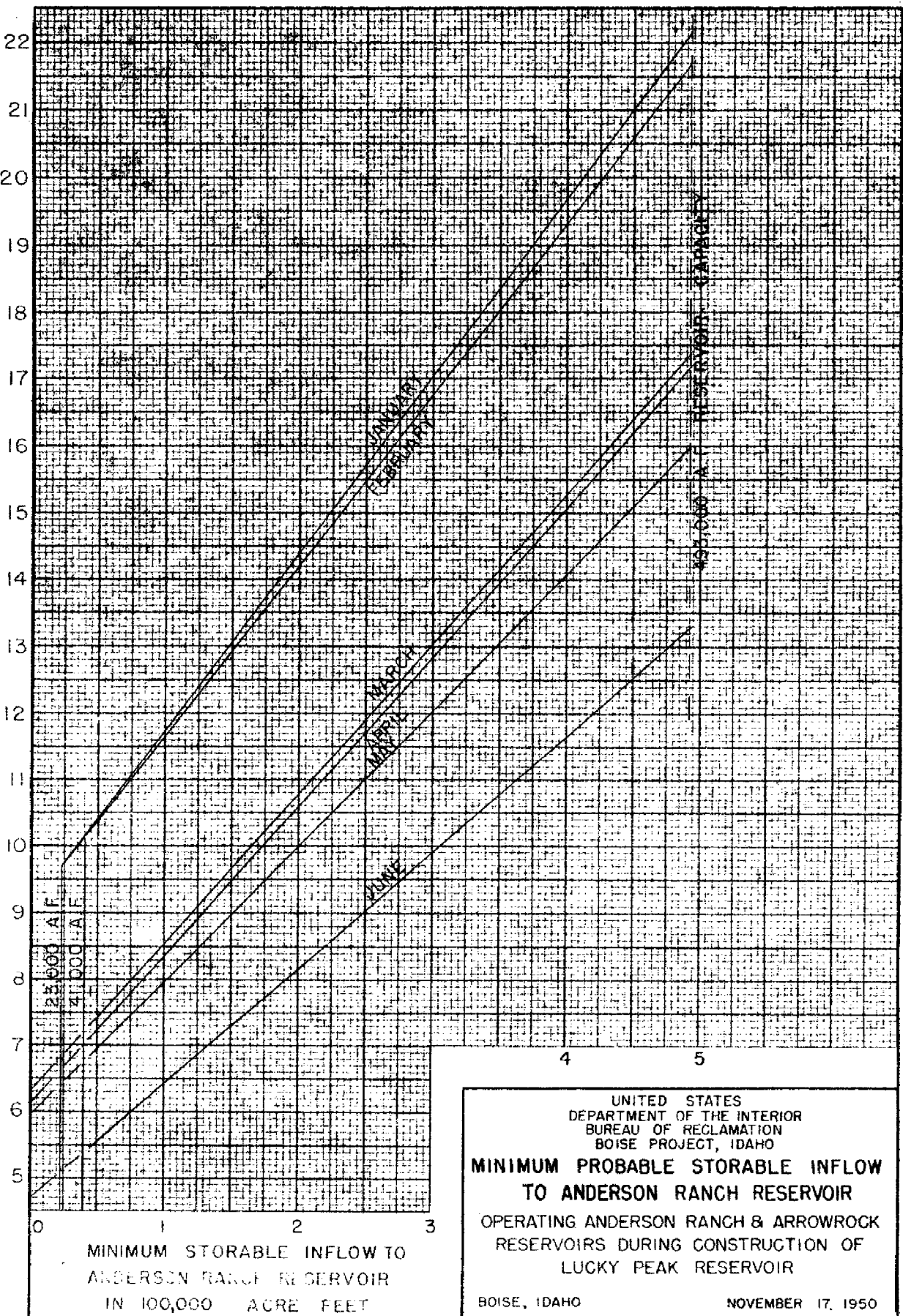
Cascade Reservoir Storage

Storage of water in Cascade Reservoir and release of water therefrom for the production of power at Black Canyon powerplant will be guided by the following criteria and subjected to the following limitations:

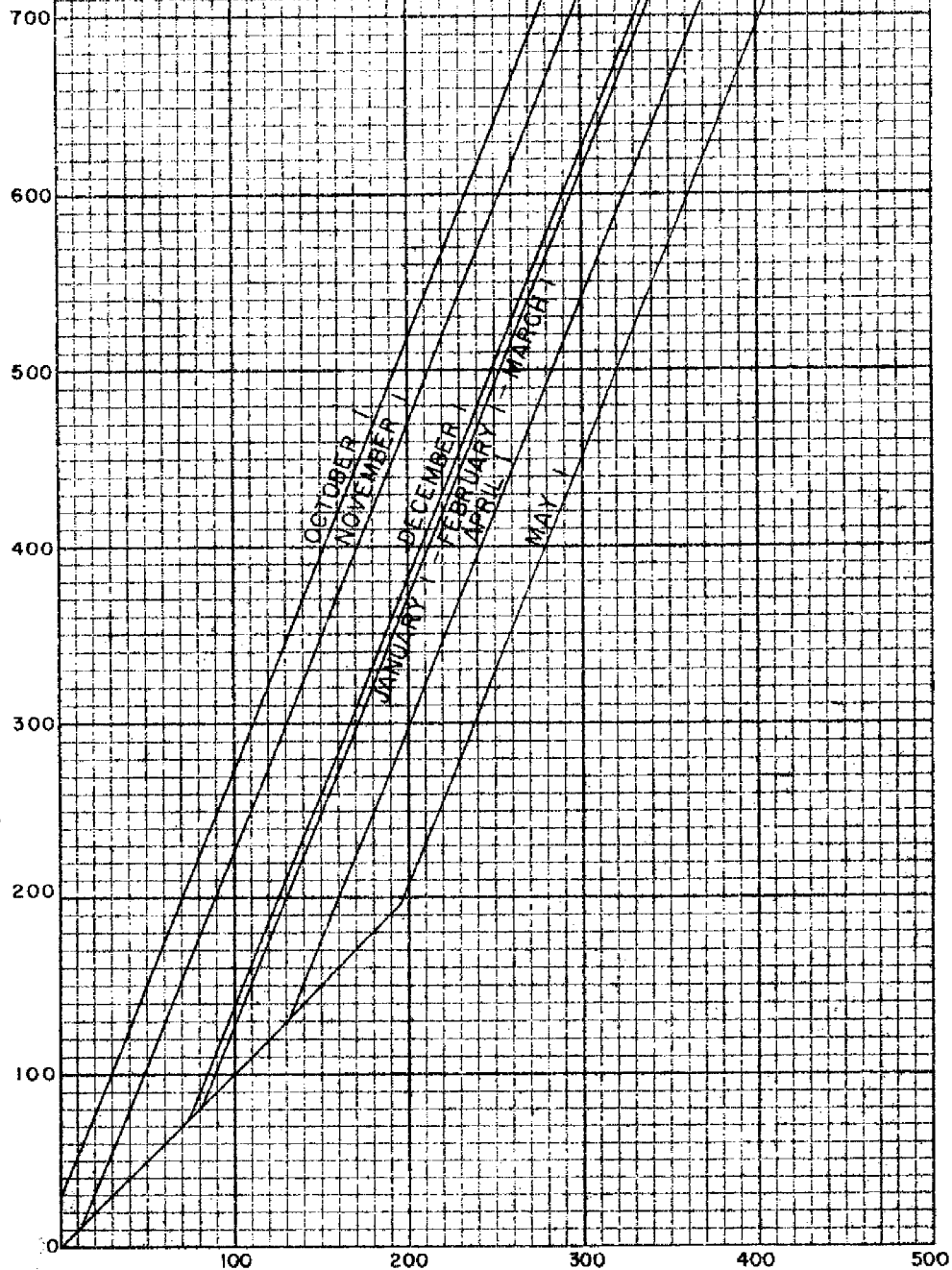
Negotiations are now in progress among the United States, the Black Canyon Irrigation District and other irrigation interests of the Payette River Basin to determine, by contract, the respective allocations of active storage space in Cascade and Deadwood reservoirs as among those interests and prospective irrigation developments outside the Payette River

Basin. Until allocations of space are concluded by contract, it is expected that the top 425,000 acre-feet of active capacity in Cascade Reservoir will be available for storage of water for power production, subject, however, to the rights of the United States to release such water for the production of power at any powerplant situated above the Black Canyon powerplant.

FORECASTED RUNOFF AT DIVERSION DAM, FIRST OF MONTH TO JULY 31, 100,000 ACRE FEET



TOTAL RESERVOIR CONTENT -- 1,000 ACRE FEET
(ANDERSON RANCH AND ARROWROCK)



MINIMUM ANDERSON RANCH
RESERVOIR CONTENT
1,000 ACRE FEET

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
BOISE PROJECT, IDAHO

PROPORTION ANDERSON RANCH
CONTENT TO THE TOTAL CONTENT
OPERATING ANDERSON RANCH & ARROWROCK
RESERVOIRS DURING CONSTRUCTION OF
LUCKY PEAK RESERVOIR

BOISE, IDAHO

NOVEMBER 14, 1950

Exhibit D

Existing Loads of United States and its
Customers Requiring Service Over the
Company's System, with Data as to Maximum
Demand and Energy Requirements now Anticipated

<u>Load</u>	<u>May 1 to Sept. 30</u>		<u>Nov. 1 to Mar. 31</u>		<u>April & October</u>	
	<u>Max. KW</u>	<u>MWH</u>	<u>Max. KW</u>	<u>MWH</u>	<u>Max. KW</u>	<u>MWH</u>
<u>Owyhee Project:</u>						
Gem Pumping Plant	5,500	16,008	80	285	3,300	1,707
Dead Ox Pumping Plant	2,200	7,016	12	28	1,320	756
Ontario-Nyssa and Owyhee Ditch Pumping Plants, Owyhee Dam and Delos Foster	2,638	4,637	147	490	1,650	609
Advancement Pumping Plant	65	181	---	---	39	19
Malheur Siphon	8	2	8	2	---	---
Kingman Colony Pumping Plant	30	115	---	---	30	23
<u>Boise Project:</u>						
Arrowrock Dam	---	---	83	116	70	20
Boise Diversion Dam	---	---	56	65	40	11
C-Line Relift Pumps	140	384	---	---	84	40
<u>Minidoka Project:</u>						
American Falls Dam	50	36	50	49	50	15
Minidoka Power System, including 10 wells on North Side Pumping Division	7,900	18,134	12,700	42,789	8,600	9,754
<u>Miscellaneous Loads:</u>						
Milner Low Lift Pumping Plant	2,000	5,980	---	---	1,200	620
Totals	20,531	52,493	13,136	43,824	16,383	13,574
Rounded Totals ...	20,500		13,100		16,400	

Loads at pumping plants are primarily irrigation pumping loads, with incidental uses in connection with the operation and maintenance of those plants.

Loads at dams are for construction and operation and maintenance activities at those dams and uses incidental thereto.

The Minidoka power system load comprises both irrigation pumping and a general commercial load.

The Boise and Owyhee project loads herein described are west of a north-south line through Glenns Ferry, Idaho, and the Minidoka Project and Milner Low Lift loads are east of it.

November 30, 1950

Method for Computing
Transformer and Transmission Line Losses
Anderson Ranch Powerplant to the
138-kv Connection to I. P. Co. System at
Mountain Home, Idaho

Tabulated below are computed losses which shall be taken into account in determination of power and energy transfers between the Anderson Ranch powerplant and the Idaho Power Company system. The tabulated amounts cover losses in (1) the Anderson Ranch 6900/460-volt station transformers, (2) the Anderson Ranch 6900/115,000-volt main unit transformers, (3) the Anderson Ranch-Mountain Home 115-kv transmission line, and (4) the Mountain Home 115,000/138,000-volt auto-transformers. Three operating conditions are treated in the tabulation defined by the number of generators being operated at the Anderson Ranch powerplant during the periods of measurement.

Computed Losses

Metered Output for Transmission to Company <u>Kw or Kwhr/hour 1/</u>	Computed Losses <u>Kw or Kwhr/hour</u>
Condition 1: No generators operating at Anderson Ranch	
Negative	85
Condition 2: One generator operating at Anderson Ranch	
2000 to 3999	95
4000 to 5999	110
6000 to 7999	130
8000 to 9999	155
10000 to 11999	190
12000 to 13999	225

Metered Output
for Transmission
to Company
Kw or Kwhr/hour 1/

Computed
Losses
Kw or Kwhr/hour

Condition 3: Two generators operating at Anderson Ranch

10000 to 11999	205
12000 to 13999	240
14000 to 15999	280
16000 to 17999	325
18000 to 19999	380
20000 to 21999	430
22000 to 23999	485
24000 to 25999	540
26000 to -	600

1/ Metered output for transmission to the Company is the sum of main generator meter readings minus the station service meter reading.

Determinations of losses shall be made each hour and shall be recorded in units of 100 kilowatt-hours; provided, however, that the entries each hour shall be made in such amounts as will keep the deviation from the true total within plus or minus 100 kilowatt-hours for each billing period.