

Edl, Michele

From: Meribeth Lomkin [MLomkin@idl.idaho.gov]
Sent: Tuesday, September 30, 2008 9:31 AM
To: Edl, Michele
Subject: RE: Milner dam easement

Hi Michele,

I'm not sure I have any answers for you, but I'll tell you what I know and refer you to someone in the Burley Field Office of the BLM who should have access to BLM property specific info.

IDL manages the "public trust" lands for the State of Idaho – basically what was the riverbed at statehood, and has lake protection act (encroachment permitting) responsibilities on the slack water (reservoir) portions of the river. So, we should have records of (easements issued) improvements (powerlines, dams, bridges, etc.) across/over the riverbed.

I do not have records of activities on the "uplands" if they didn't happen on State Endowment land (which is also administered by IDL).

All that said, try this website. <http://gis1.idl.idaho.gov/website/pdldr/>

You can select the township/range you are interested in (t10s, r21e) on the "map" page and get a map showing the riverbed and easements recorded across it with easement numbers. On the "data sheet" page, you can enter the township/range again and get a listing of all of IDL's records there. The easement numbers shown in blue can be clicked on and a pdf document of that easement will pop up for you. I see 3 easements in the area you describe – 5843 to Idaho power for Milner dam hydro project, 4428 to Idaho power for a powerline, and 5224 to Murtaugh highway district for the Murtaugh bridge. I don't see anything in our records to the canal companies.

So, for BLM property specific info, try Candace Meyer in the Burley BLM Field office at 208-677-6612 or candace_meyer@blm.gov

Good Luck!
 Meribeth

From: Edl, Michele [mailto:Michele.Edl@idwr.idaho.gov]
Sent: Tuesday, September 30, 2008 8:42 AM
To: Meribeth Lomkin
Subject: Milner dam easement

Good morning,

I work for the Idaho Department of Water Resources in Boise. I am hoping to process a water right for Milner Dam and I need to locate some easement information. According to the taxlot information available to me, Idaho Power Company owns the property where the main power house is located approximately, 1 mile below Milner Dam but the property at the dam is administered by BLM. Do the two canal companies (Twin Falls Canal Company and North Side Canal Company) or Idaho Power Company have an easement agreement with the BLM? If so, may I have a copy of them?

Thanks

Michele Edl
 Associate Engineer
 Water Rights Section
 Idaho Department of Water Resources
 322 East Front Street
 Boise ID 83720-0098
 208-287-4946

9/30/2008

STATE OF IDAHO
EASEMENT NO. 5843

THIS INDENTURE, made this 17th day of January, 1995, by and through the STATE OF IDAHO DEPARTMENT OF LANDS acting by and through the State Board of Land Commissioners, 1215 West State Street, P.O. Box 83720, Boise, ID 83720-0050, hereinafter the Grantor, and IDAHO POWER COMPANY, P.O. Box 70, Boise, ID 83707 and MILNER DAM, INC., P.O. Box 326, Twin Falls, ID 83303-0326, hereinafter the Grantees.

In consideration of the mutual covenants and agreements of the parties hereto, the Grantor hereby grants to the Grantees an easement upon, over and across the lands hereinafter described and for the purposes and in accord with the provisions hereinafter set forth.

I. DURATION: This easement shall remain in effect for the term of Federal Energy Regulatory Commission, hereinafter FERC, License Number 2899 for the Milner Hydroelectric Project or until November 30, 2038. This easement shall be subject to the terms and provisions of this easement, and the requirements of Grantees' license with FERC, as granted or later amended.

If the project is re-licensed by FERC, the easement shall be renewed subject to the Grantor's rules and regulations in place at the time of renewal.

II. PROPERTY DESCRIPTION: The Grantor grants this easement upon, over and across the following described lands, situated in the COUNTIES OF JEROME and TWIN FALLS, namely a parcel of land located in Government Lot 5 in Section 28, Township 10 South, Range 21 East, B.M., and Government Lot 6 of Section 28, Government Lots 1 and 8 of Section 29, and Government Lot 8 of Section 30, all in Township 10 South, Range 21 East, B.M., and more particularly described in Exhibit #1 which by this reference is incorporated as a part of this agreement.

The project that will be or has been built, portions of which are located on state-owned submerged lands and are authorized by this easement include:

The Milner Dam consisting of (a) three (3) sections plus a service spillway and an emergency spillway, (b) an 833 KW powerplant with intake and tailrace located at Milner Dam, (c) Milner Reservoir, (d) a 77 foot long, 92 foot wide reinforced concrete powerhouse containing two (2) hydroelectric units with a combined capacity of 58.615 KW located about 1.5 miles downstream from Milner Dam, (e) 9 foot and 17 foot diameter penstocks leading from an intake structure on the canyon rim to the powerhouse, (f) a tailrace returning waters to the Snake River, (g) associated transmission lines, (h) access roads, (i) associated recreation facilities, and (j) other appurtenances.

III. PURPOSE: This easement is granted for the following purpose: Constructing, operating, and maintaining a hydroelectric project, known as Milner Hydroelectric Project. Construction and installation and/or alterations may commence only after Grantor has received maps of the facilities located or to be located within the easement area.

IV. FEES: Grantees shall pay to the Grantor a one-time fee of ONE THOUSAND THREE HUNDRED and no/100ths DOLLARS (\$1,300.00) and a one-time royalty payment of TWO HUNDRED NINETY-SEVEN and 50/100ths DOLLARS (\$297.50). This payment is based upon a FIVE DOLLAR (\$5.00) per megawatt of installed capacity X 59.50 megawatt rating.

V. ADDITIONAL RIGHTS RESERVED TO THE GRANTOR: It is understood and acknowledged that all rights are contingent upon all parties' compliance with applicable provisions of the FERC license for Project No. 2899 issued to Grantees on December 15, 1988, and as such license may be amended. All individuals or entities authorized by the Grantor to enter upon or to cross this easement shall insure against damage to the easement or Grantees' property in the sum of one million dollars (\$1,000,000.00). The Grantor expressly reserves the following rights:

- A. Oil and gas, geothermal, and all other mineral rights.
- B. To grant additional easements over or leases, permits or licenses upon the easement area, provided that such easement, lease, license, or other use shall not unreasonably interfere with the Grantees' use of its easement.
- C. The Grantor, its agents, contractors, lessees, permittees, and other authorized individuals and entities may enter upon and across the easement area to inspect the improvements and for other lawful uses, so long as such use does not unreasonably interfere with Grantees' use of this easement. In addition to the insurance provided above, all those authorized by the Grantor to use the easement area shall be bonded in an amount sufficient to insure that access roads shall be maintained in and restored to the condition they were in prior to commencement of any subsequent grant for multiple usage of the described area.
- D. To sell the lands subject to the terms of this easement, providing that Grantees shall be duly notified of any intent by Grantor to sell lands

subject to this easement and shall have an equal opportunity to purchase said lands under Grantor's guidelines for land sales.

VI. RESPONSIBILITY - HOLD HARMLESS CLAUSE: Grantees shall indemnify and hold harmless Grantor against any and all liability, claims and expenses of any kind, including reasonable attorney fees, for any injury to any person or damage to property caused by any negligent or other wrongful act of Grantees, or their officers, employees, agents, or invitees in connection with the activities of the easement. Grantor shall indemnify and hold harmless Grantees against any and all liability, claims and expenses of any kind, including reasonable attorney fees, for any injury to any person or damage to property caused by any negligent or other wrongful act of Grantor, or its officers, employees, agents or invitees in connection with the activities of the easement. The party seeking indemnification under this provision shall give the other party written notice of the claim for indemnification within ten (10) working days after it receives notice or has knowledge of the claim and shall give the other party a reasonably opportunity to defend against the claim including cooperation in the defense of the claim. Grantees shall not be considered an agent of the Grantor in the construction, operation, maintenance or use of the easement area or the facilities, structures, or improvements situated thereon.

VII. DEFAULT: If at any time the Grantees are in default of any of the terms of this agreement then the Grantor shall notify the Grantees as to the nature and extent of said default by certified letter. The Grantees shall then have a period of ninety (90) days after the date of receipt of said certified letter in which to remedy or to challenge any alleged default. If the Grantees are proceeding in good faith to cure any acknowledged default the Grantor may extend the 90-day provision to any degree which it deems proper. In the event of an unsatisfactory cure of a default by the Grantees within the time limit or extensions thereof then any Secured Party shall have further ability to cure said default as per the provisions of item X (C) which follow in this agreement. If at any time the Grantor is in default of any of the terms of this agreement then the Grantees shall notify the Grantor as per the terms of this provision and all other terms of this provision shall apply.

VIII. ASSIGNMENT: The Grantees shall not sublet all or any part of the easement or assign or transfer this easement or any interest therein, except as follows:

- A. Subject to the approval of the Grantor which shall not be unreasonably delayed or denied, the Grantees may assign this easement to an assignee who agrees to perform all of Grantees' obligations under this agreement.
- B. The Grantees may mortgage or otherwise create a security interest in the Grantees' interest in this easement to secure indebtedness incurred by the Grantees, or to secure the Grantees' obligations to a third party under a lease to the Grantees of the improvements constituting the Project, in the event that any or all of the improvements are constructed or acquired by the third party and leased by it to the Grantees.

IX. MORTGAGES: In the event that the Grantees shall mortgage or otherwise create a security interest in its interest in the easement as permitted in Article VIII, the holder of the mortgage or security interest (the "Secured Party") shall notify the Grantor by certified letter of the creation of such mortgage or security interest and the name and address for the service of notice upon the Secured Party. The Grantor hereby agrees for the benefit of the Secured Party that:

- A. Upon serving the Grantees with any notice of default, Grantor shall simultaneously serve a copy of such notice upon the Secured Party. No notice to the Grantees shall be effective unless a copy is also served upon the Secured Party.
- B. In the event of any default by the Grantees hereunder, the Secured Party shall at its option have the right to perform any of the Grantees' covenants, to cure any defaults by the Grantees, and/or to exercise any election, option or right conferred upon the Grantees by the terms of this easement.
- C. The Grantor will not terminate this easement or the Grantees' right of possession for any default of the Grantees if within a period of thirty (30) days after the expiration of the period of time within which the Grantees might cure said default under the provisions of this easement, the Secured Party cures the default or causes the default to be cured, or if within a period of thirty (30) days after the expiration of the

period of time within which the Grantees might commence to eliminate the cause of such default, the Secured Party proceeds diligently and with reasonable dispatch to eliminate the cause of the default.

- D. The Grantor will not terminate this easement if the Secured Party takes possession of the easement upon default by the Grantees under the terms of the mortgage, provided that the fees due and payable under this easement shall continue to be paid and the other covenants, conditions and agreements of this easement on the Grantees' part to be kept and performed shall continue to be kept and performed. Secured Party shall have a period of thirty (30) days after taking possession within which to commence performance.
- E. No right, privilege or option available to the Grantees to cancel or terminate this easement shall have been exercised effectively unless joined in by the Secured Party.
- F. Notwithstanding anything to the contrary herein, upon the occurrence of any event of default, other than a default in the payment of money, the Grantor shall take no action to effect a termination of this easement without first giving to the Secured Party a reasonable time within which either
 - 1) to obtain possession of the easement (including possession by a receiver) or
 - 2) to institute, prosecute and complete foreclosure proceedings or otherwise acquire the Grantees' interest under this easement with diligence.

The Secured Party, upon obtaining possession or acquiring the Grantees' interest under this easement, shall be required promptly to cure all defaults then reasonably susceptible of being cured by the Secured Party.

- G. In the event of the termination of this easement, the Grantor shall serve upon the Secured Party written notice that the easement has been terminated. The notice shall include a statement of any and all sums which would be due under this easement but for such termination and of all other defaults, if any, under this easement then known to the Grantor. If within thirty (30) days after the Grantor's notice, the

Secured Party shall request a new easement, the Grantor shall enter into a new easement with the Secured party, or its designee, in accordance with and upon the following terms and conditions:

- 1) the new easement shall be prepared at the reasonable cost of the Grantees, named therein,
- 2) the new easement shall be effective as of the date of termination of this easement,
- 3) the new easement shall be for the same term of this easement and at its same rent, agreements, terms, covenants, and conditions,
- 4) the new easement shall require the Grantees named herein to perform any unfulfilled obligation of the Grantees under this easement which is reasonably susceptible of being performed by such Grantees.

Upon the execution of such new easement, the Grantees named therein shall pay any and all sums which would, at the time of its execution, be due under this easement but for such termination and shall pay all expenses, including reasonable counsel fees, court costs and disbursements incurred by the Grantor in connection with such default and termination, the recovery of possession of the easement, and the preparation, execution and delivery of the new easement.

X. BONDS: Grantees shall secure at least thirty (30) days prior to commencement of project construction and maintain during the term of the construction/reconstruction, a good and sufficient performance bond, or a cash or savings bond deposit in the amount of FIVE THOUSAND and no/100ths DOLLARS (\$5,000.00) to guarantee compliance with the terms of this easement including without limitation construction, safety, performance, maintenance, reclamation and, if required by the Grantor, the prompt removal of all equipment and improvements from the easement area, upon Grantees' default or extinguishment of the easement for any reason.

XI. INSURANCE: Grantees shall secure and maintain during the terms of this easement, public liability, property damage, and products liability insurance at least in the sum of one million dollars (\$1,000,000.00) for injury or death; and in the sum of one million dollars (\$1,000,000.00) for damages to property and products damage caused by an occupancy, use operations or any other activity upon the easement area carried

on by the Grantees, its assigns, agents, operators or contractors. The Grantor, Idaho Power Company, and Milner Dam, Inc. and their assigns shall be named insured in all instances. A signed, completed certificate of insurance shall be submitted to the Director of the Department of Lands prior to the execution of this easement.

XII. WASTE: Grantees shall not allow waste to accumulate upon the easement area. Grantees shall, at all times, keep the premises free from abandoned machinery, motor vehicles, refuse and other unsightly materials. Grantees shall gate the access to the powerhouse and intake structure.

XIII. REVERSION FOR NON-USE: In the event that the easement is not used for the purpose for which it was granted, for any five (5) year period, the easement is presumed abandoned and shall automatically terminate. The Grantor shall notify the Grantees and the Secured Party, if any, in writing of the termination. The Grantees and the Secured Party, if any, shall have thirty (30) calendar days from the date of notification to reply in writing to the Grantor to show cause why the easement should be reinstated. Within sixty (60) calendar days of receipt of the statement to show cause, the Grantor shall notify the Grantees and the Secured party in writing as to the Grantor's decision concerning reinstatement. The Grantees or the Secured party shall have thirty (30) calendar days of receipt of the Grantor's decision to appeal an adverse decision to the State Board of Land Commissioners.

XIV. RELINQUISHMENT: The Grantees may relinquish this easement by filing a written relinquishment with the Grantor. Thirty (30) days thereafter, the Grantees shall be relieved of liability under this easement except for the continued obligation to make payments of all accrued fees, timely removal of equipment and improvements and/or the release of the performance bond for the removal of equipment and improvements if required by the Grantor, the reclamation of the premises, and compliance with all other duties and payments of all liabilities required by this easement or by law or regulation, which accrued prior to the filing of the relinquishment.

XV. COVENANT: It is mutually understood and agreed by the parties that all of the terms, covenants, conditions, and obligations in this easement contained are of the essence and shall be binding upon the heirs, executors and assigns of this easement.

XVI. COMPLIANCE WITH APPLICABLE LAWS: All applicable laws and regulations of the United States and the State of Idaho and its political subdivisions are incorporated herein by reference except as lawfully varied by the contractual terms of this easement. Grantees shall comply with all such applicable laws and regulations.

XVII. TERMINATION: Except as provided in paragraph VI above, the Grantor may terminate this easement for any material breach of its terms one hundred twenty (120) days after written notice of default has been given to the Grantees and Secured party, unless the breach has been cured to the Grantor's satisfaction before the one hundred twenty (120) day period has expired.

In the event that Grantor declares a termination of the easement, pursuant to the terms of this easement, thereafter the easement shall be completely and finally extinguished and all right and title thereto shall automatically revert to the Grantor or to the record owner of the Grantor's interest in the lands subject to this easement; provided that the Grantees shall remain bound to comply with all duties and liabilities required by this easement or by law, which accrued prior to the date of extinguishment; the Grantees and/or Secured Party shall quietly and peaceably surrender possession of the easement to the Grantor; and the Grantor may pursue all other remedies at law and in this easement.

XVIII. FORCE MAJEURE: In the event that any performance required of either party by this easement is delayed by any reason beyond its control, including but not limited to fire, flood, storms, strikes, labor disputes, riots, insurrection, inability to procure materials or the act of omission of the other party, the affected party shall notify the other party of the delay and the reasons for it. The time for which the affected performance is required shall be excused and/or extended for the amount of time the performance is delayed. Nothing in this paragraph shall excuse the Grantees from making timely payment of the fees due under this easement.

XIX. NOTICE: All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in hand to such party or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed:

State of Idaho
Easement No. 5843
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If to the Grantees: Idaho Power Company
Attn: Real Estate Department
P.O. Box 70
Boise, ID 83707

Milner Dam, Inc.
P.O. Box 326
Twin Falls, ID 83303-0326

If to the Grantor: Director
Idaho Department of Lands
1215 West State Street, 2nd Floor
P.O. Box 83720
Boise, ID 83720-0050

or in each case to such other address as may be specified in a written notice delivered in compliance with the foregoing requirements.

XX. FEDERAL ENERGY REGULATORY COMMISSION (FERC) REGULATION: Both parties recognize that the Project and therefore this easement are subject to the regulatory jurisdiction of FERC. Any performance required under this easement is expressly conditioned on it being in compliance with FERC rules, regulations, or orders. If any performance under this easement requires FERC approval, that performance is conditioned upon the receipt of that approval. Both parties shall take all reasonable and appropriate steps to insure that the performance required under this contract are within FERC rules, regulations and orders and that applications for required approvals are filed in a timely fashion.

State of Idaho
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IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State, the Director, Department of Lands, Idaho Power Company and Milner Dam, Inc.

STATE BOARD OF LAND COMMISSIONERS

Ray E. Pett
Governor of the State of Idaho and
President of the State Board of
Land Commissioners

COUNTERSIGNED:

R. H. Cassman
Secretary of State

Stanley F. Hamilton
Director, Department of Lands



IDAHO POWER COMPANY

C. N. Olson
C. N. Olson, Vice-President

R. W. Stahman
R. W. Stahman, Secretary

MILNER DAM, INC.

Charles A. Conner
President

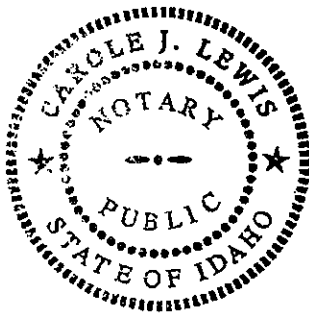
John H. Lousch
Secretary

State of Idaho
Easement No. 5843
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STATE OF IDAHO)
) ss.
County of)

On this 17th day of January, 1995,
before me, a Notary Public in and for said State, personally
appeared PHIL BATT, known to me to be the Governor of the State
of Idaho and President of the State Board of Land Commissioners;
PETE T. CENARRUSA, known to me to be the Secretary of State of
the State of Idaho; STANLEY F. HAMILTON, known to me to be the
Director of the Department of Lands of the State of Idaho, that
executed the said instrument and acknowledged to me that such
State of Idaho and State Board of Land Commissioners executed
same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on
the day and year last written above.



Carole J. Lewis
Notary Public for Idaho
Residing at: *Boise*
My Commission expires: *3/26/96*

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IDAHO POWER COMPANY

By: C. N. Olson
C. N. Olson

Title: Vice President

By: R. W. Stahman
R. W. Stahman

Title: Secretary

STATE OF IDAHO)
County of Ada) ss.

On this 23rd day of December, 1994,
before me, the undersigned, a Notary Public in and for the State
of Idaho personally appeared C. N. OLSON and R. W. STAHPMAN, known
to me to be the Vice President and Secretary of Idaho Power
Company, whose names are subscribed to the within and foregoing
instrument, and acknowledged to me that such Corporation executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above
written.

David L. Hogg
Notary Public for Idaho
Residing at: Borise Idaho
My Commission expires: 12/5/95

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MILNER DAM, INC.

By: *Charles H. Corner Jr.*

Title: President

By: *John Hancik*

Title: Secretary

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 13 day of December, 1994,
before me, the undersigned, a Notary Public in and for the State
of Idaho personally appeared Charles H. Corner Jr. and
John Hancik, known to me to be the President
and Secretary of Milner Dam, Inc., whose names are subscribed to
the within and foregoing instrument, and acknowledged to me that
such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above
written.

Doris Y. Finney
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 5/10/97

MILNER PROJECT NO. 2899

EXHIBIT A

PROJECT DESCRIPTION

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MILNER PROJECT NO. 2899

EXHIBIT A

PROJECT DESCRIPTION

Introduction

As shown on Figure A-1 the project is located in Idaho on the Snake River about 130 miles southeast of Boise and between the town of Burley and the city of Twin Falls. The project facilities extend from the existing Twin Falls Main Canal Headworks in Milner Reservoir about 1.3 miles along the canal to the powerhouse site where most of the new facilities are located.

Milner Dam was constructed in 1905 to provide irrigation storage and diversions. The dam is owned jointly by the Twin Falls Canal Company, the North Side Canal Company and the American Falls Reservoir District #2.

Three canals with their headworks adjacent to the dam are fed from Milner Lake. The Twin Falls Main Canal (or South Side Main Canal) constructed in 1905 will be utilized for the project. Its headworks is located near the left (south) abutment of the dam and it flows west near the Snake River for about 12 miles.

The proposed Milner Hydroelectric Project will use Snake River flows that presently pass through the Milner Dam Spillway. Such flows occur during the non-irrigation season and at times during the irrigation season when there are flows in excess of irrigation diversions pursuant to prior rights. The water will be conveyed in an enlarged Twin Falls Canal (forebay) and diverted to an intake structure, penstock and powerhouse. Head will be obtained through utilization of the difference in elevation between the Twin Falls Canal and the Snake River. Other facilities required for the project include modifications to the existing headworks, canal and bridge and a new wasteway, control structure, tailrace channel, access road and transmission line.

I. PHYSICAL COMPOSITION OF FACILITIES

The physical composition of existing and proposed facilities are described below and depicted on the drawings in Exhibit F of this Application.

1.1 Existing Facilities

1.1.1 Existing Milner Dam and Spillways

The site for Milner Dam consists of three channels in the river canyon separated by two islands. The north channel normally carried the main flow of the river. The south channel carried water only during extreme floods. The middle channel was dry except during periods of high water.

The three Milner Dam embankments are constructed with a trapezoidal-shaped rockfill section forming the downstream portion of the embankments. Placed directly against the upstream slope of this rockfill section is a triangular shaped earthfill zone. A vertical wood core was provided in the rockfill.

The upstream face of each embankment was built at a 4:1 (horizontal:vertical) slope. The upstream zone is built of non-plastic sandy silt or silty sand placed directly against the rockfill. Riprap was placed on the face of the upstream shell at and above the elevation of the gated spillway crest.

The dam has a gated spillway which is used to release water from the reservoir to the river downstream and to pass floodflows. In addition, there is an ungated emergency overflow spillway which would operate in the event of a major flood. The dam has no operable low level outlet or reservoir drain.

1.1.2 Existing Canal Headworks

At the present the flow into the Twin Falls Main Canal from Milner Lake is controlled by a concrete structure which houses 7 manually operated radial gates 12 feet wide by 11 feet high. Old drawings and inspection of the structure show that one additional equal size radial gate originally existed on each end of the present gates but were replaced with a concrete wall and smaller sluice gates. These sluice gates are no longer used and appear to be inoperable. Although the structure was recently strengthened to increase its stability by adding 7 foot high buttresses anchored into rock behind the old piers and gate pinions, such work was considered temporary and continued use of the structure would require further rehabilitation.

1.2 Proposed Facilities

1.2.1 Modifications of Existing Milner Dam and Gated Spillway

Rockfill berms are proposed for stabilizing the downstream slopes of the existing dam embankments in the event of flow-through.

The downstream slope was originally built at a 1.5:1 slope, but will be modified with the addition of transition, low permeability, filter, and rockfill berms which stabilize the embankment in case of failure of the present impervious zone. The transition, low permeability, and filter zones will be 10, 15, and 12 feet wide, respectively, and extend to the present dam crest elevation with downstream slopes of 1.7:1. Materials for these zones will be gravel and cobbles to 8", sandy gravel with fines, and gravel and cobbles to 6", respectively. Rockfill berms containing under 36" material, and over 36" material will be added to the downstream face to maintain stability at a downstream slope of 1.7:1.

A new gated spillway will be constructed in order to provide improved winter operation, provisions for automatic operation, and the ability to pass ice. The new spillway will consist of five 16 foot high by 32 foot wide radial gates. The spillway crest elevation will be reduced to 4118.5, but normal pool elevation will remain the same at elevation (el) 4133.5. The spillway outlet channel will be faced with a concrete apron to eliminate erosion.

The present spillway will be modified to serve as an emergency spillway and also to discharge the 200 CFS target flow when necessary. The existing gates will be removed and replaced with reinforced concrete panels with top at elevation 4136.0±. The panels will be supported by an erodible backfill material placed between and/or downstream of the existing piers. Flood flows causing the reservoir to exceed elevation 4136.0 would overtop the panels and erode the supporting fill. The panels, deprived of their support, would then be washed out and the emergency spillway would operate uncontrolled with sill elevation of 4122.5.

1.2.2 Modifications of Existing Milner Headworks

The existing headworks will no longer be necessary to control flow into the canal. However, during construction and for maintenance it will be necessary to dewater the canal from the reservoir to the control structure and the forebay. For convenience of future dewatering of the canal and forebay the headworks will be modified to allow stoplogs to be installed when necessary.

The headworks gates, piers and walkway above the top of the recently added buttresses will be removed as will be the old concrete walls in the end bays. New stoplog slots will be installed at each pier and at the existing right abutment walls. The left abutment wall will be removed in conjunction with widening the canal and 4 new stoplog bays will be added by constructing new piers and a left abutment wall with stoplog slots. Timber stoplogs will be furnished to enable the canal

inlet to be closed when the reservoir has been lowered at least 4 feet below the normal maximum water level.

The stoplog structure will be 7 feet high above the canal invert and 4 feet below the normal maximum water level. This provides a reasonably unobstructed water passage with velocities very near those in the canal. Consequently the structure will not create turbulence nor promote frazil ice formation.

An ice boom will be constructed across the mouth of the canal to help prevent ice which forms in the reservoir from entering the canal. This will reduce the amount of ice which may have to be sluiced at the control structure.

1.2.3 Modifications of Existing Canal and Bridge

Existing Canal

The Twin Falls Main Canal was constructed in 1905 and has a maximum design capacity of about 3,200 CFS at Milner although recently maximum flows of 3,650 to 3,750 CFS have been diverted during late July and early August.

The canal is earth and riprap lined or excavated in rock. It was designed for a maximum velocity of about 3.2 feet per second (ft/sec) but because the canal cross section is quite irregular and silting and erosion have occurred, the velocity varies from as low as 1.8 ft/sec to a high of 3.5 ft/sec in the reach to be used by the project.

Approximately 6,500 feet of existing canal will be used by the project. From the inlet to an existing timber bridge, about 1,100 feet downstream the canal was primarily constructed by excavation in rock supplemented by low embankments. For the next approximately 3,000 feet the canal has an embankment on the right side founded on rock. The left side appears to be formed by the original

rock surface and this reach is much wider than the rest of the canal. The remaining 2,400 feet of canal narrows and is mostly in side hill cut with an embankment on the right founded on rock.

Right Embankment Improvement

The right embankment from near the left abutment of Milner Dam to the forebay will be improved. The improvements include raising the crest to el 4138 to provide 4.5 feet of freeboard above Normal Maximum Water Surface (Nor. Max. W.S.) el 4133.5; widening the crest to a minimum of 20 feet; and providing a zoned cross section with flatter slopes to improve stability.

Canal Excavation

The canal will be excavated to increase its capacity to 7,000 CFS with a maximum velocity of 3.5 ft/sec under ice-free conditions. Velocities higher than 3.5 ft/sec could cause scouring of the canal earth surfaces. Increasing the capacity allows the project to utilize surplus flows for generation even when the canal is being used for high irrigation flows. The amount of excavation was determined by an optimization study.

The proposed excavation will be at critical sections on the left side of the existing canal. Excavation on the left side will provide the longest possible seepage path to the Snake River and thus will help minimize seepage losses. In addition, foundation joints and cracks will be treated by removing loose material and filling them with slush grout or dental concrete to reduce seepage losses.

Existing Bridge Modification

A timber bridge crosses the canal about 1,100 feet below the headwork and just downstream from a U.S. Geologic Survey Gaging Station. The bridge is in good condition but is about 2 feet lower than the new crest of the right canal embankment. In addition, the canal will be

widened at this location. Therefore, the bridge deck and its approaches must be raised to at least el 4137.5 and the length increased by 60 feet.

1.2.4 Wasteway

The wasteway has been deleted from the project design. Discharge valves will be installed at the powerhouse on each of the 2 units to provide for flows after load rejection. The valve operation will be designed to open proportionately with the rate of flow reduction of the turbine during shutdown.

1.2.5 Control Structure

A new control structure will be constructed to replace the existing headworks' function of making irrigation releases to the canal. In addition, it has been designed to sluice ice, should this be necessary.

The control structure will be a concrete structure founded on rock and will have openings for six-12 foot wide by 15 foot high radial gates with manually operated hoists and one (1) hydraulically operated bascule type gate, 24 feet long by 11 feet high. The radial gates will be designed for future installation of power operators and provisions will be made for future remote operation of all gates. The structure will be designed to pass the maximum irrigation flow with minimum head losses at el 4131 upstream. The bascule gate is provided to allow ice sluicing.

The bascule gate will be located in the center of the structure and consequently a bridge capable of carrying light trucks will be provided for maintenance of the gate and related equipment.

The radial gates will not be operated during the winter and will remain in the closed position.

Power for operation of the bascule gate and for lighting will be provided by a 480 V, 3-phase line from the intake structure.

An ice boom will be provided across the entrance to the forebay to help prevent ice from entering the forebay and direct it to the control structure during sluicing.

1.2.6 Forebay

A forebay will convey power flows from the existing canal to an intake structure.

The forebay is formed by embankments founded on rock and some excavation below existing ground level. The embankments tie into the improved existing right canal embankment on each side of the forebay mouth. At the end of the forebay, near the canyon rim, an intake structure will be constructed in the embankment.

The forebay cross section was sized to provide a maximum velocity of 1.5 ft/sec in order to allow formation of an ice cover as early as possible in cold weather; the most trouble free mode of winter operation.

The forebay invert and the foundation for the embankments will be excavated to rock. The rock surface in the forebay and under the core of the embankment will be treated with slush grout and/or backfill concrete to seal joints and cracks in the rock surface and reduce seepage.

1.2.7 Intake Structure

The intake structure, located at the end of the forebay, will be provided with steel trashracks, two fixed wheel gates, and a third fixed wheel gate for the small penstock operated by motorized cable hoists. The gates allow closure of the two concrete conduits and connecting steel penstocks for emergency shutdown or maintenance of

the penstocks and turbines. The hoist will be supported on a steel frame which will be completely enclosed by insulated metal siding and roofing so that the enclosure can be heated sufficiently to insure gate operation at all times. The enclosure will also allow access to the gate for inspection and maintenance during inclement weather.

Stoplog slots will be provided to permit installation of stoplogs to allow continued operation of the canal during periods when the gates are being maintained.

An air vent downstream of the gate will provide air during opening and closing of the gate.

Power for operating of the gates, and for heating and lighting will be provided by a 480 V, 3-phase line from the powerhouse. Control and monitoring will be by a multi-pair telephone cable to the powerhouse. Water level recorders will be provided on both sides of the trashrack to monitor possible trashrack plugging by ice or debris. Operation of the fixed wheel gates will be by either local or remote controls.

1.2.8 Penstocks

A 16.5 foot and a 8.33 foot diameter steel penstock will deliver water from the intake structure near the rim of the canyon about 385 feet down the canyon face to the powerhouse located near the bottom of the canyon. The penstocks begin at the steel transition section which is anchored in concrete at the end of the intake structure and will have a slight bend immediately downstream from the transition.

A flexible coupling after the bend allows independent expansion and contraction of the downstream portion of the penstock.

After the bend the penstock descends a gentle slope for approximately 180 feet before reaching a steep cliff. This portion will be supported on concrete piers, at 40 foot spacing, by ring girders with sliding supports to allow longitudinal expansion and contraction.

Near the edge of the cliff the penstocks bend sharply and descend at approximately a 45° slope to another bend just before entering the powerhouse and connecting to the turbine spiral case. The lower bend from the powerhouse to the top of the powerhouse yard backfill will be encased in concrete. The upper bend will be restrained by a concrete support secured to the rock by anchors. This support will allow longitudinal movement of the penstock but not movement normal to the centerline.

1.2.9 Powerhouse

The powerhouse will be located near the bottom of the Snake River Canyon on a bench as close to the forebay as possible in order to minimize the length of the penstock. A 30° bend between the penstock axis and the longitudinal centerline of the powerhouse was made to fit the powerhouse and tailrace to the topography. This orientation also provides more head for the powerhouse by moving the tailrace - river intersection further downstream.

The powerhouse will be semi-outdoor type, of reinforced concrete construction approximately 74 feet long, 91 feet wide and 79 feet deep from the draft tube invert to the top deck. It will house two vertical shaft generators coupled directly to Kaplan turbines. The generators will be connected by bus to a single transformer located on the powerhouse top deck level.

Draft tube gates and a hoist will be furnished to allow unwatering of the turbines for inspection and maintenance.

1.2.10 Tailrace Channel and River Bed

The powerhouse tailrace will consist of approximately 170 ft of channel excavated from the draft tube to the river. The tailrace orientation with its axis in a downstream direction allows sufficient distance for the rise in elevation from invert el 3929 near the end of the draft tube to a maximum tailrace invert el 3968. This maximum tailrace elevation will be about 2.5 feet higher than the excavated river bed near the tailrace providing protection for the draft tube from rocks and gravel carried downstream during high velocity river flood flows.

The side slopes of the tailrace channel which will have a 46 foot base width will be 1/4 horizontal to 1 vertical with areas of loose and closely jointed rock treated with rock bolts, wire mesh and shotcrete as necessary.

Over 600 feet of river bed will be excavated to improve hydraulic flow conditions and thereby lower the tailwater during normal river flow. This will result in a higher head for the turbine and more power.

1.2.11 Access Road

A 2,300 foot long access road will lead from the canal embankment road near the control structure to the powerhouse. It will have a width of 20 feet and will consist of two course surface treatment of asphaltic material and aggregate over a base and subbase, where required.

The first approximately 1,700 feet of road from the canal road near the control structure to the canyon rim is relatively flat. From the canyon rim the road descends 45 feet into the canyon on a 10% maximum grade, in side hill cut, to the powerhouse. This section is about 600 feet long with part cut into the basalt cliffs and part through talus and colluvium.

1.2.12 Powerhouse at the Dam

A new powerhouse will be constructed near the north abutment of Milner Dam. This powerhouse will consist of a single-propeller turbine which will discharge a constant 200 CFS when in operation with a net head of 50 feet. It will be coupled to a 1000 kVA induction generator. Maximum output will be about 770 kW.

The turbine will be fed through a 57" steel penstock coming off of an intake located either on the reservoir or on the North Side Canal upstream of a relocated control structure. Gates to allow start-up and to unwater the unit for maintenance will be included.

Controls and a transformer will be located near the North Side Canal bank. A 34.5 kV transmission line to the nearby Milner Substation will be constructed.

Provisions for release of the 200 CFS target flow when the plant is not being operated will be provided in the spillway.

II. DESCRIPTION OF RESERVOIR

The only reservoir survey available of the Milner Reservoir indicates a reservoir with a normal surface area of approximately 1100 acres and a total storage capacity of about 26,000 acre-feet at elevation 4130.5. A 1919 Federal Court decree mandated the reservoir be held at elevation 4133.5 to facilitate diversions into the North Side Canal Companies' irrigation canal. The proposed powerplant will be operated on a run-of-the-river basis and the limited storage will not be used on a daily basis for peaking type operation. This would require keeping the reservoir level at the normal pool elevation year-round.

III. TURBINES AND GENERATORS AT THE MAIN POWERHOUSE

3.1 Turbines and Associated Equipment

The turbines will be vertical shaft Kaplan type directly coupled to the generators. The large unit will have a rated output of 46,000 kilowatts (kw) at a net head of 150 feet, a discharge of 4,000 CFS and a speed of 200 revolutions per minute (RPM). The small unit will have a rated output of 11,500 kilowatts (kw) at a net head of 157 feet, a discharge of 1,000 CFS, and a speed of about 360 revolutions per minute (RPM).

Each turbine will be controlled by a hydraulic type actuator governor whose speed sensing unit will receive its signal from a speed signal generator coupled to the shaft of the main generator. The speed sensing element will operate a pilot valve which, through a relay valve, will adjust the turbine gate servomotors and gate position. A cam-actuated pilot valve will function to adjust the runner blades to their optimum position for the gate opening in use.

The actuator will contain two oil pumps for supplying oil to the servomotors via an air-over-oil accumulator. The accumulator will store sufficient oil to bring the unit to safe shutdown on failure of the oil pumps. A small, two stage, air cooled compressor will be provided to recharge the air in the accumulator tank.

3.2 Generators and Associated Equipment

The generators will be three-phase, synchronous, revolving field, vertical shaft umbrella type with a combined thrust and lower guide bearing below the rotor and will have totally enclosed cooling air circuits with surface air coolers.

The large generator will have a rating of 50 MVA at 95% power factor, 13.8 kV, 3-phase, 60 Hz and 200 rpm. The small unit will be 12.5 MVA at 95% power factor, 13.8 kV, 3 phase, 60 Hz. Both units

will be designed for a 60°C rise above a 40°C ambient temperature. Generators will be equipped with solid state static excitation and voltage regulation systems. The neutrals of the wye connected generator winding will be grounded through a single-phase neutral grounding transformer. Surge protection equipment will be provided to protect the generators against possible winding insulation damage due to lightning or switching surge voltages.

The main generator leads will be connected by 13.8 kV, 3,000 amp, bus to the main transformer. Taps off this bus will connect to the excitation and station service equipment.

IV. ELECTRICAL TRANSMISSION - MAIN POWERHOUSE

Energy generated at the powerhouse will be transmitted to the existing Milner Substation by a 1.4 mile long 138 kV transmission line. The transmission line will be single pole construction with horizontal insulators. The conductors will probably be 397.5 MCM ACSR and shield wire will be 5/16 inch high strength galvanized steel.

New facilities furnished at the substation will include a 138 kV low profile dead-end structure, a 138 kV circuit breaker, two air break switches and line relaying equipment.

V. ACCESSORY EQUIPMENT - MAIN POWERHOUSE

5.1 Accessory Powerhouse Mechanical Equipment

Water for cooling the generator air coolers and the bearing oil coolers will be taken from the penstock through suitable valving and self cleaning strainers. The water source will also be utilized to supply the station's fire protection system.

A high pressure carbon dioxide fire extinguishing system will be provided for protection of the main generators. A back-up-reserve

bank of carbon dioxide cylinders connected to the system will assure continuous protection of the generator.

Two vertical turbine pumps will be provided in the powerhouse sump to pump out seepage and drainage to the tailrace. Two vertical turbine pumps also will be furnished in the sump for pumping out the draft tube and spiral case of the turbine whenever it is necessary for maintenance.

Two draft tube bulkhead gates will be provided to close off the 15 foot high x 22 foot wide draft tube exits for unwatering the large unit. An eighteen-foot wide gate will be provided for unwatering the small unit. These gates will be handled with a 15 ton monorail hoist.

Two air compressors will furnish compressed air at 100 psi. This air will be piped to strategic locations throughout the powerhouse for tool operation, generator air brakes, instruments and other pneumatic equipment. The system will have two receivers; one dedicated to the generator brakes. In addition, provisions for synchronous condenser operation may be included in the the air system.

A heating, cooling and ventilating system will be provided for the powerhouse and air conditioning will be provided for the control room.

5.2 Accessory Powerhouse Electrical Equipment

A double ended load center will supply 480 V, 3-phase power for station auxiliary equipment, lighting, receptacles and the battery charger. It will be supplied from the 13.8 kV bus through a step-down transformer.

Emergency and startup power will be obtained from the local distribution system.

A D.C. system, consisting of station batteries, dual battery chargers, and a D.C. distribution center will insure an uninterrupted source of power for control, protection and indication.

A grounding system will be installed to protect equipment and personnel by reducing touch potential and by controlling the potential gradients along the surfaces of the facilities where high voltage lines and equipment are installed.

The generator bus will connect to the main transformer located in the switchyard. The main transformer will be 3-phase, two-winding, oil-immersed, class OA/FA/FA type suitable for outdoor operation. The transformer will have a rating of 36/48/60 MVA and will be 13.8 kV delta, 138 kV wye, 3-phase, 60 Hz designed for 55°C rise above a 40°C ambient temperature.

The transformer will be protected from transmission line faults and surges by a circuit switcher and lightning arresters located on the high voltage side of the transformer. A takeoff tower located near the transformer in the switchyard will connect to the 138 kV transmission line. A gang operated disconnect switch will be located on the takeoff tower.

VI. LANDS OF THE UNITED STATES

All lands of the United States that are enclosed within the project boundary described on Exhibit G are identified and tabulated in Table A-3.

TABLE A-1

Significant Data for Existing Facilities
at the Milner Project

Dam	
North Embankment	
Crest Length	280 ft
Crest elevation	el 4,138
Ungated Spillway	
Length	290 ft
elevation	el 4,134
Middle Embankment	
Crest Length	404 ft
Crest elevation	el 4,138
Gated Spillway	
Length	487 ft
elevation	el 4,122
Capacity at elevation 4135	60,000 CFS
Gate Number and Size	99 @ 4 ft wide x 12 ft high
South Embankment	
Crest Length	462 ft
Crest elevation	el 4,138
Control Structure	
Gate Number and Size	7 @ 12 ft wide x 11 ft high
Canal	
Design Capacity	3200 CFS

TABLE A-2

Significant Data for Proposed Facilities
at the Milner Project

Canal

Length (Reservoir to New Control Structure)	6650 ft
Max. Capacity after Canal Excavation	7000 CFS

Control Structure

Max. Capacity	(W.S. el. 4131 Upstream)	4000 CFS
Gate Data -	Six Manually Operated Radial, 12 ft Wide x 15 ft High One Hydraulically Operated Bascule, 24 ft Long x 11 ft High	

Forebay

Max. Capacity and Velocity	5000 CFS 1.5 ft/sec
Embankment elevation	4137.5
Embankment Normal Minimum Freeboard	4 ft

Intake Structure

Max. Velocity at Trashracks (Gross Area)	2.4 ft/sec
Gate Data -	Two (2) Cable Operated Fixed Wheel, 14 ft Wide x 17 ft High

Penstock

A) Large Unit

Size & length	16.5 ft Dia. x 385 ft Long
Max. Velocity	(Q = 4,000 CFS) 18.7 ft/sec

B) Small Unit

Size & length	8.33 ft Dia. x 385 ft Long
Max. Velocity	(Q = 1,000 CFS) 18.3 ft/sec

Powerhouse

Semi-outdoor Type with Two Kaplan Turbines

A) Large Unit

Turbine Rating @ 150 ft Net Head	46,000 kW
Max. Discharge	4,000 CFS
Speed	200 RPM
Generator Rating	50 MVA @ 95% PF, 13.8 kV, 3-phase, 60 Hz
Discharge Valve	3,600 CFS

B) Small Unit

Turbine Rating @ 163.5 ft net head	11,500 kW
Max. Discharge	1,000 CFS
Speed	360 RPM
Generator Rating	12.5 MVA @ 95% PF, 13.8 kV, 3-phase, 60 Hz
Discharge Valve	1,000 CFS

Transformer Rating	36/48/60 MVA, 13.8 kV, 3-phase, 60 Hz
Annual Energy	180 GWH/YR

Powerhouse at the Dam

Outdoor Type with One-propeller Turbine

Turbine Rating @ 50' Net Head	790 kW
Discharge	200 CFS
Generator Rating	1000 kVA
Annual Energy	6.5 GWH/Yr

Access Road

Length (Canal to Powerhouse) and Width	2300 ft, 20 ft min.
Max. Grade	10%

Transmission Line

Description	138 kV, Single Pole with Horizontal Post Insulators, 397.5 MCM ACSR Conductor and 5/16-inch HS Shield Wire, 1.4 Miles Long
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Spillway

Radial Gate Number and Size	5 @ 16 ft high x 32 ft wide
Crest Elevation	4118.5
Capacity at el 4133.5	34,900 CFS
Capacity at el 4135.0	40,200 CFS
Capacity at el 4138.0	
Service Spillway	52,630 CFS
Emergency Spillway	64,120 CFS
Total	116,750 CFS

TABLE A-3
Milner Project Lands

PARCEL OF LAND DESCRIPTION	AREA WITHIN PROJECT BOUNDARY IN ACRES		
	PRIVATE	US	SEC 24 PSR
T.10S., R.21E., BM, Idaho			
Section 21	SE4 SE4		
Section 22		Unlotted lands lying North of the Snake River and South of USBR Tracts A, B & C LOT 5	
Section 23		LOT 1 LOT 4 Unlotted lands lying North of the Snake River and South of USBR Tract A	
Section 24	LOT 1	LOT 2 LOT 3	
	LOT 4	LOT 5	
Section 25	LOT 1	LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7	
Section 26		LOT 1 LOT 2 LOT 3 LOT 4 LOT 5	
Section 27		LOT 1 LOT 2 LOT 3 LOT 4 LOT 5	

TABLE A-3 (cont)

PARCEL OF LAND DESCRIPTION	AREA WITHIN PROJECT BOUNDARY IN ACRES		
	PRIVATE	US	SEC 24 PSR
Section 28	LOT 1	LOT 2	
	LOT 3		
	LOT 4		
		LOT 5	
		LOT 6	
		LOT 7	
		LOT 8	
		LOT 9	
		SW4 SW4	
	NW4NE4		
Section 29		LOT 1	
		LOT 5	
	LOT 6		
	LOT 7		
	LOT 8		
	SE4 SW4		SW4 SW4
	SW4 SE4		
Section 30			
T.10S., R.22E., BM, Section 16			LOT 4
		LOT 5	
			LOT 7
			LOT 8
			SE4 SE4
Section 17	LOT 1		
	LOT 2		
	MS 1286		
	MS 1286		

TABLE A-3 (cont)

PARCEL OF LAND	AREA WITHIN PROJECT BOUNDARY IN ACRES		
DESCRIPTION	PRIVATE	US	SEC 24 PSR
Section 19	LOT 1		
	LOT 2		
	LOT 3		
	LOT 4		
	LOT 7		
	LOT 8		
	LOT 10		
	MS 1286		
Section 20	LOT 1		
	LOT 2		
	LOT 3		
	NE4 SW4		
	MS 1286		
Section 21	LOT 3		
	LOT 4		

Total Acres Within Project Boundary for Milner Project (US & Private Lands)	1210.50
Total Acres Private Lands Within Project Boundary	1101.17
Total Acres US Lands Within Project Boundary	109.33
Total Acres US Lands Within Project Boundary Within Transmission Line Right of Way	5.91
Total Acres US Lands Within Project Boundary Exclusive of Transmission Line Right of Way	103.42

MILNER PROJECT NO 2899-002

EXHIBIT C

CONSTRUCTION HISTORY AND PROPOSED CONSTRUCTION SCHEDULE

I. CONSTRUCTION HISTORY OF EXISTING STRUCTURES

The initial surveying of the Milner Dam site occurred around 1900. The Twin Falls Land and Water Company (TFLWC), a private developer, was the builder of the dam and the south side canal system. After a few years, the TFLWC turned the system over to the settlers, who were then organized as the Twin Falls Canal Company.

Construction started on the south embankment in March 1903. Work was completed on the last (north) embankment in February 1905, and reservoir filling began in March 1905. Between 1916 and 1918, several repairs were made to the dam, including 10' deep wooden cutoff walls in the upstream earthfilled shell of each of the embankments. In 1929 and 1949 the piers between gates on the gated spillway were replaced. In 1933, a reinforced concrete cap was placed over the rock downstream of the spillway gates to halt erosion. In 1947, an embankment with a concrete core wall was built over the ungated spillway. This was done because the spillway had deteriorated, and improvements in upstream regulations decreased its need. A section of the crest of this embankment is lower than the rest of the dam to serve as an emergency spillway. In 1949, the bridge deck was enlarged to allow vehicles to cross. No major construction has occurred on the dam since 1950.

II. CONSTRUCTION OF PROPOSED STRUCTURES

2.1 Power Facilities

Figure C-1 shows a proposed schedule for the power facilities development lasting 39 months including final design, procurement of major equipment and construction. Final design will require approximately 12 months to

prepare and issue specifications for procurement of major equipment and for construction. The bid period including evaluation of bids and award will require about 3 months followed by a 24 month construction schedule.

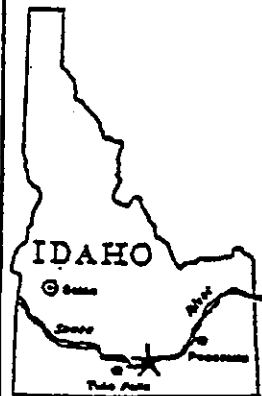
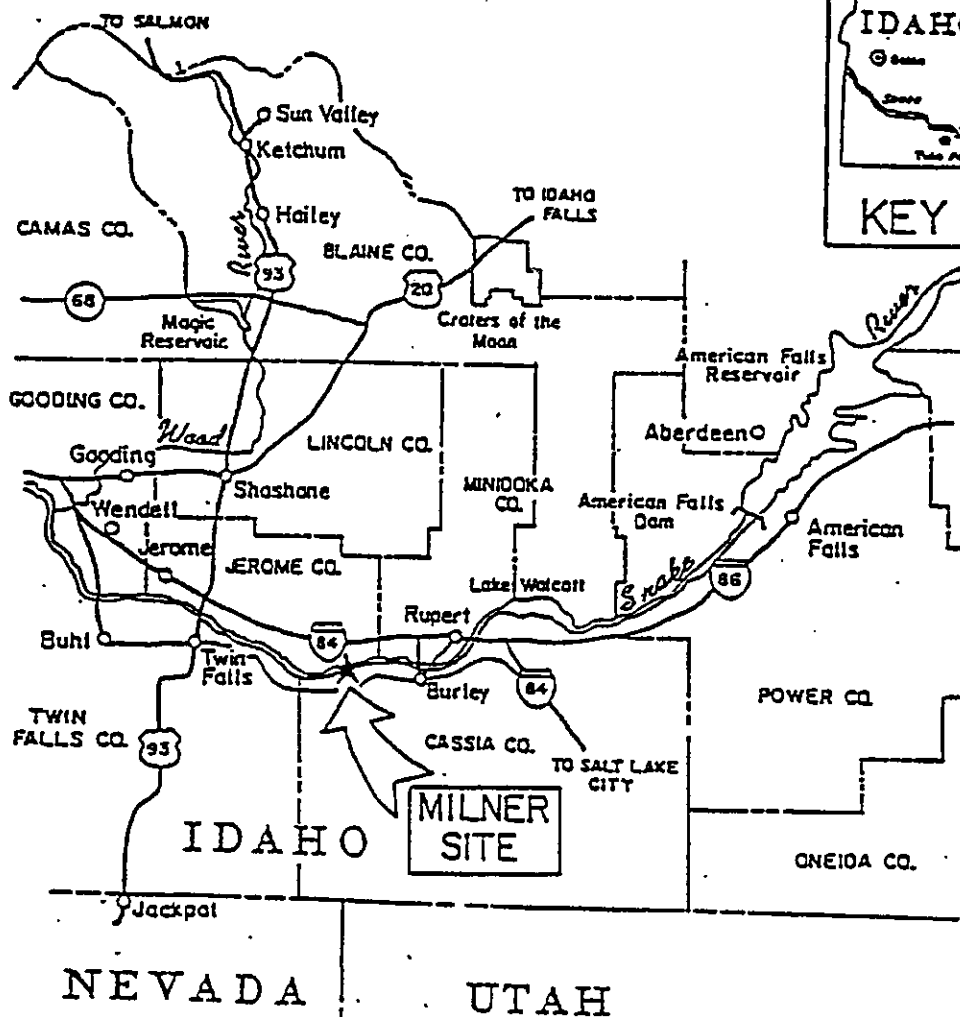
2.2 Dam and Spillway Modifications

The proposed project schedules are shown in Figure C-2.

It is anticipated that the embankment rehabilitation and spillway rehabilitation projects will be completed prior to completion of the hydro-power project. The embankment and spillway work can be accomplished independently of each other; except for the spillway excavation which is to be done along with the embankment work so that the excavated material can be used in the embankment.

The embankment work is scheduled to be accomplished in one construction season along with the spillway excavation. It is anticipated that the spillway work (except excavation) will be accomplished in one construction season.

GENERAL LOCATION MAP



KEY MAP

DATUM PLANE: If not NGVD 1929, specify
a: High Water 4088
b: Low Water 4075

Boater Take-out @ Milner

IN: Snake River

Near: Burley, Idaho

County: Twin Falls

Date: January 19, 1996

Application By: Idaho Power Co.

SHT 1 OF 3