Priorities Regulation No. 10 Classification "U.S.A. 7.10"

N.E.S.C. Form No. 1 Approved by the Under Secretary of War January 2, 1942 2/30905 E.S.A. 1942-1943 W1733 eng.-1183. Contract No.
Negotiated Contract

WAR DEPARTMENT

NEGOTIATED ELECTRIC SERVICE CONTRACT

CONTRACTOR

: Idaho Power Company, Boise, Idaho

CONTRACT FOR

: Electric Power Service.

PLACE

: Minidoka Relocation Area, Jerome,

Idaho

CONNECTION CHARGE

\$11,043.00

ESTIMATED ANNUAL REPUND :

\$3,681.00

Amortized in approximately 36 months,

or three years.

PAYMENTS TO BE MADE BY FINANCE OFFICER, U. S. ARMY, U. S. Engineer Office, 628 Pittock Block, Portland, Oregon., during construction period.

The equipment, supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authorities, the available balance of which are sufficient to cover the cost of same.

Eng.-32201 P 227-05 A-0905-23 (MR)

APPROVED Aug. 31, 1942
For the Division Engineer
Mountain Division
Salt Lake City, Utah
(signed) G. A. BRADY
1st Lt., C.E.

This contract is authorized by the Executive Asst. following laws:

Public No. 703, 76th Concress, Approved July 2, 1940; Section 201 of the Act of December 18, 1941 (Public No. 354, 77th Congress) and regulation issued by the President pursuant thereto.

M.M.B.O. Form No. 1 Approved by the Under Secretary of War January S. 1962 2/30905 I.S.A. 1948-

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: Idaho Poser Company, Boise, Idaho HOTOAKTNOR

Electric Power Service.

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CONFRORTON CHARGE: \$11.048.00

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Sng. -32801 F 287-05 A-0908-38 (MR)

JAN 17 1945 PROCUREMENT

APPROVED AUG. 31, 1942 You the Bivision Engineer noistvill aistmoli Salt Leke City, Utah (signed) O. A. Buanta

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WHEREAS, the Contractor is a public utility engaged in the business, of supplying electric service to private and public consumers in the State of Idaho; and

WHEREAS, in order that the Contractor may supply electric service in accordance with the terms of this contract and within the time specified, it is necessary for the Contractor to provide the facilities described and anumerated in Appendix "A" attached hereto, and generally referred to hereinefter as "Contractor's New Facilities; and

electric service which Government will use, and as to the length

THE CONTROL Section of the this this the day of July, 1942, by and between the URITED STATES OF AMERICA, hereinster collected ains mainteres results of the Contracting Officer executing this contract, and the IDAMO FOREN COMPANY .- to edepth of the end the total and the laws of the Otes and the Corporation seled se esize indicate at Boise, restoration) and believ reflectored TANK HELDERETIS William, the Contractor is a public utility engaged in the business of supplying electric service to private and public one-Odabī Success in the State of MERKERS, the Covernment and the Contractor are entering into this contract for the supplying by the Contractor to the Covernment respect to service for the operation of apparese deception depres - - - sort nottenoles minbing hersinafter called the project; and established the order that the Confragtor may could also at all the course that the course of the co edt nidtle has toerfoos sidt lo caret edt dile eonsbroos al eslv out solvers of war control was a second of it believes outs YTIROHTUA -ored benests NOLLADOTER NAM RELOCATION | STREET | 110 JAN 17 1945 sereily referred to here? nell s'rerough PROCUREMENT one , and MVI

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electric service which Government will use, and as to the length of time the project will be operated, the Government is willing to compensate Contractor in the form of a connection charge for the cost of the facilities required to furnish services;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, to be performed by the parties hereto respectively, it is agreed as follows:

ARTICLE I

FACILITIES TO BE PROVIDED

- 1. The Contractor shall proceed to acquire or construct all necessary equipment, materials and rights of way needed for Contractor's New Facilities, which are described more fully in Appendix "A" attached hereto and made a part hereof. It is estimated that such facilities will be completed not later than 30 days from the date of approval of this contract. It is expressly understood however that the Contractor does not guarantee the correctness of this estimate but will use its best efforts to acquire or construct the facilities within the time specified.
- 2. The Government hereby grants to the Contractor a license to enter upon and use a site or sites to be agreed upon between the parties hereto upon which the Contract shall install, operate and maintain the Contractor's New Facilities to be located on Government property; and such license shall continue in effect until such time as the Government shall order the removal of Contractor's New Facilities located thereon; provided that after Contractor's New Facilities are ordered removed Contractor shall have ninety (90) days within which to comply with the Government order and if such facilities are not removed within said ninety (90) day period, title thereto shall yest in the Government without further action brought, and no claim for damages against the Government or its officers or agents shall be created by or made on account thereof; and provided further that if the Government orders removal to another location on the project. for the convenience of the Government, then the government shall pay the cost of such removal and relocation and shall likewise license Contractor to use such land as may be necessary for the relocation. The license hereby granted by the Government to the Contractor shall be free of any rental or other charges.
- 3. The names of the employees of the Contractor whose services Contractor proposed to retain in the construction, operation and maintenance of that portion of Contractor's New Facilities located within the boundaries of the project shall be submitted to the Com-

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ARTICLE I

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- 2. The Covernment hereby grants to the Contractor a Michiga and needed door bearms of of actie to ette a one bas noon raine of parties hereto upon which the Contract shall install, operate and maintain the Contractor's New Medilities to be located on Covergeout enit form Ilino toe te al essitaco Ilada esacoli desa bas igrecord -ifine Well a retention to favoner and rebro field meanwavol ent as ties located thereon; provided that after Contractor's New Facilities are ordered removed Contractor shall have nissty (90) days seistfiest done it has been seemmered eds aste vignos of dolaw attitie are set removed which the did nicety (00) day parted, trule thereto shell yest in the Covernment without further ection brought, and stunes to executive att to themsteved ent tentess assumed to misio on shall be created by or made on account thereof; end growlded rurcher that if the Covernment orders removed to another location on the project, for the cost of enci-resort and relot and relot

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manding Officer, or his authorized representative, in advance of actual employment for such purposes, together with pertinent information within the knowledge of Contractor as to the character, background and international political sympathies or affiliations of such employees, and the Commanding Officer, or his representative, shall reject or approve of the employment of such persons within the confines of the project as he may deem proper in the interest of the United States. Only those employees who have been approved as hereinbefore provided shall receive employment within the confines of the project and those so approved shall be designated as such by a method to be agreed upon by the Contractor and the Commanding Officer at Minidoka Relocation Area.

ARTICLE II

PAYMENT FOR COST OF FACILITIES

Contractor and the uncertain duration of the operation of the Japanese Reception Center the Government agrees to pay the Contractor, as a connection charge, the estimated cost, less estimated salvage value of the facilities to be provided by the Contractor under this contract within thirty (30) days after receipt of satisfactory evidence of completion of the facilities. It is estimated that the facilities to be constructed under this contract will cost \$22,812.00. The agreed net salvage value to be deducted is \$11,769.00. The net connection charge to be paid by the Government shall be \$11,043.00. The Government is to receive a refund of the amount so paid as hereinafter provided.

ARTICLE III

OWNERSHIP, OPERATION, MAINTENANCE, AND REMOVAL OF

FACILTIES TO BE PROVIDED RENEUNDER.

- l. The facilities to be supplied by the Contractor as hereinbefore provided for, not withstanding the reimbursement by the Government of the estimated cost thereof less net salvage value, shall be
 and remain the sole property of the Contractor and shall, at all times
 during the life of this contract or any renewals thereof, be operated
 and maintained by the Contractor at its expense, and all taxes and
 other charges in connection therewith, together with all liability
 arising out of the construction, operation, or maintenance of said
 facilities shall be assumed by the Contractor.
- 2. Upon termination of the service provision of this contract, Contract may, of its own volition, remove any of its new facilities constructed under and by virtue of this contract, provided; however, that at any time within fifteen (15) months from the date of termination such facilities so removed will be reinstalled by Contractor without

anning Officer, or his authorized representative, in advance of -acroful facilities dita rediego; together with perficent information within the knowledge of Contractor as to the character, beekte anotteilith to seldregays laottlee tacoltennegal bas bauorg such employees, and the Commanding Officer, or his representative, add middle appeared done to temployment of the everyon at their the confines of the project as he may deem proper in the interest of the United States. Only those employees who have been approved as senilnos edd middle daemyolome evicoet flada beblyong eroladniered of the project and those so approved shall be designated as such by a method to be sereed upon by the Contractor and the Commendian Officer at Manidoka Relocation Area.

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cost to the Government, upon receipt of sixty (60) days written notice from the Government, and provided a new service contract is executed between the parties hereto. This provision shall not give the Government the right to have such facilities reinstalled without cost to the Government in the event the Government "orders" removal as provided under Article I, Section 2.

ARTICLE IV

REFUND AGREEMENT

- 1. In consideration of the fact that the Contractor is to be reimbursed for the estimated cost of the facilities to be provided hereunder less the estimated net salvage value thereof, and the further consideration that title to said facilities is to be and remain in the Contractor, it agrees to allow the Government on each monthly bill for electric service supplied as hereimafter provided for, a credit of ten percent (10%) of the gross amount of such bills as rendered, said credits to be made monthly and continue until such time as the accumulated credits equal the amount of the connection charge, unless this contract shall have been previously terminated, except that if a new contract for the supply of electric service shall be entered into between the parties hereto within a period of fifteen (15) months from the date of such failure to renew, the deductions shall resume and continue as above provided.
- 2. Anything in this contract to the contrary notwithstanding, no refund shall be made the Government or credit allowed on Government bills, after fifteen (15) years from the date of this contract.

ARTICLE V

OFTION TO REDUCE MINIMUM CHARGES

1. In the event of a partial or total shut-down or abandonment of the project, and, as a result thereof, power consumption is curtailed to less than twenty-five percent (25%) of the average consumption for the ninety (90) day period immediately preceding such curtailment than the Covernment shall have the option to give the Contractor ninety (90) days notice after which time the minimum charge indicated in the rate schedule shall not apply, and the minimum to be charged shall be in accordance with the rate for the class of service required.

ARTICLE VI

GENERAL PROVISIONS

1. Convict Labor - - In the performance of its obligations hereunder, the Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

cost to the Government, upon recoipt of sixty (60) days written notice from the Government, and provided a sea mervice constant is executed to be covernment the parties herefo. This provision shall not give the Government the lines are the Government in the event the Government "erders" removel as provided under Article I, Jection S.

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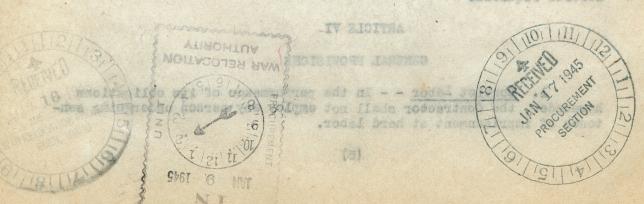
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- I. In consideration of the fact that the Contractor is to be provided relaboured for the entirated cost of the facilities to be provided becomes interested the estimated net private the fact is the second that the contract on the title the safe facilities is to be and ready in the contractor, it agrees to allow the Contract on e ob monthly bill for clocking sorvice sorvice allow the Contract or each tor, a credit of the green second of each of the green second of and bile as rendered, each traction to be ade continued that the continue of the contract and the second the second the second the second the continued of the continued of the second into this continue the parties between the safe the supply of electric service shall be estored into between the parties berein within a perticular shall be estored into cother of also of continue to renew, the deductions shall results and continue as above provided.
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1. In the event of a partial or total elect-does or sendonsent of the project, and, as a result thereof, power consemption is our-tailed to less than twenty-five recent (EDS) of the eveners consumption for the interty (80) day period indedictory preceding must our-tailment then the Government shall have the option to give the falloust of the class of indicated in the rate schedule shall not apply, and the minimum oberge to a charged shall be in scoordance with the rate for the class of service required.



- 2. No Member of Congress to Benefit -- 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 therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- 5. Disputes All disputes concerning questions of fact arising under this contract shall be decided by the contracting Officer subject to written appeal by the Contractor within thirty (30) days to * The Secretary of War , whose decision shall be final and conclusive upon the parties hereto.
- 4. Covenant Against Contingent Fees The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a cosmission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion to deduct from payments due the Contractor the amount of such commission, percentage, brokerage, or cintingent fee. This warranty shall not apply to commissions payable by Contractors upon contracts or sales secured or made through bons fide established commercial and selling agencies maintained by the Contractor for the purpose of securing business.

5. Anti-Discrimination --

- a. The Contractor in performing the work required by this contract, shall not discriminate against any workers because of their race, creed, color or national origin.
- b. The Contractor agrees that the provision of Paragraph a above will also be inserted in all of his subcontracts. For the purpose of the article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or any other legal entity for a special part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw materials shall not be considered as a subcontract.

ARTICLE VII

TERM OF CONTRACT

This contract shall take effect as of the date of execution thereof and continue until further notice. Notice of intention to terminate this contract shall be at the option of the United States and shall be given in writing by the Contracting Officer to the Contractor not less than ninety (90) days in advance of the effective date of termination.

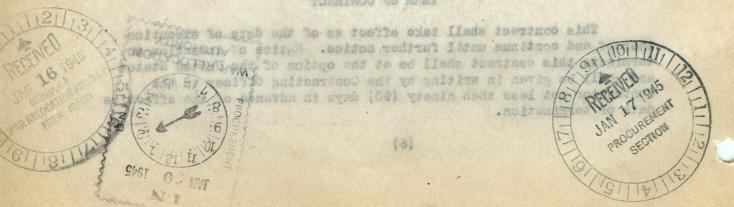
- S. No housest of congress to benefit- -No member of .8 of best had an ilade remoins and tradition to secretary of simples say share or part of this contract or to any benefit that may write therefrom, but this provided about not be construed to extend to this outreet if made with a corporation for its memeral benefit.
- 3. Disputes- -All disputes concerning questions of fact anistaring under this contract shall be desided by the contracting Officer subject to written appeal by the Contractor within thirty (30) days to "The Socretary of Mar , whose Secision shall be final and conclusive upon the parties hereto.
- 4. Covenent Ageinst Contingent Fees - The Contractor warrants that he see act employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokeres, or contingent fee, Breach of this warrant; shall give the Covernment the right to terminate the contract, or in its discretion to deduct from payments due the Contractor the amount of such commission, percenters, brokerage, or cintingent fee, This warranty shall not apply to conmissions payable by Contractors upon contracts or sales ecoured or sade houtstates astoness guiffes bus islemented bedelideree out and dapond by the Contractor for the purpose of securing business.

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- b. The Coptractor earness that the provision of deregraph a above will also be inserted in all of of a subcontracte. For the gurbeverse resulting the as benined is defined as entire entire sacques the sacques of the sacques into by the Contractor with any ladividual, pertneredly, association, corporation, estate, or trust, or other business enterprise or any at besponded of show out to the part of the work to be performed as itoentines with told whole for services furnished which this contract no breamers to paids land; out for the found shing of standard or -due n as beredignos ed tou Llade alegreres wer yo colsista Laloremoco contract.

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ARTICLE VIII

USE OF SERVICE

1. The Government agrees that the electric service to be supplied under the terms of this contract shall be used only in connection with activities within the boundaries of the project as presently located or as such boundaries may be extended in the future.

ARTICLE IX.

DESCRIPTION OF ELECTRIC CURRENT DELIVERED

Volts 7200/12500"Y", Cycles 60 Phase 3

Mumber of wires 4 direct or alternating current

ARTICLE X

SERVICES TO BE RENDERED

Contractor shall supply the electric service required by the United States for use at the project.

ARTICLE XI

METERING AND ACCOUNTS

1. The Contractor shall furnish, install, maintain, calibrate, and read the meters used to measure the electrical energy supplied by the Contractor for which payment is to be made, and shall render monthly accounts to the Contracting Officer, the meter reading to be made in the presence of the Contracting Officer or his authorized representative. These accounts, which shall remain the property of the Government, shall contain the statements of the readings of the meters at the beginning of the month, meter constants, monthly consumption, with respective charges and allowances, if any, in detail.

ARTICLE XII

DESCRIPTION OF METERS

- 1. All electrical energy supplied by the Contractor under the terms of this agreement shall be measured by means of the following metering equipment:
- (1) When purchased on primary mater measurement-primary watt-hour meter, asperes

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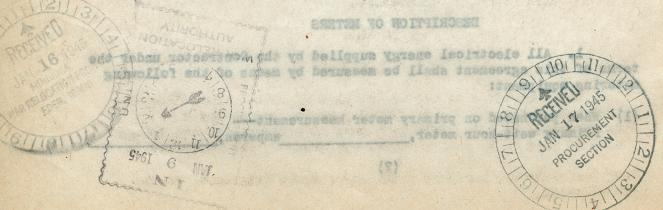
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phases,	3	wires				
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Other meter	76			a in Security of the last of t		

When purchased with demand meter measurement. (3) Maximum demand indicator arrangements to record or indicate the average maximum demand over a period of 15 minutes and the average billing maximum demand shall be the average of one or more such readings per month. The instrument used for this purpose shall be of the following type and description:

Integrating demand meter.

ARTICLE XIII

BILLING

Bills shall be rendered on the basis of one meter installed

ARTICLE XIV

SERVICE RECULATIONS

The matter of meters, meter accuracy, reliability of service, voltage regulation, and frequency variations, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the State Commission having jurisdiction in said matters, or where not on file with the State Commission then such matters shall be governed by applicable rules or codes of the United States Bursau of Standard.

ARTICLE XV

CHANGE IN LOAD

Reasonable notice will be given by each party to the other as to any material changes proposed in the connected load in the project or on the lines serving the project. MUTHORITY

ARTICLE XVI

CHANGE IN ECHEDULE

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The Contractor hereby agrees that if, after furnishing electrical energy for any ninety (90) day period during the life of this contract, it would have been more advantageous to the United States to have taken service under any other of the Contractor's

*Deletexirrelevant words in cases where State Commission has no jurisdiction.

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(3) Shen purchased with demand meter measurement.

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ANY STOLESY

standard rate schedules in effect during any such period for like conditions of service to the class of service furnished hereunder, the rate shall be changed to conform to the schedule and an adjustment of the charges for the last of such periods shall be made, based on such schedule.

ARTICLE XVII

CHANGE OF RATES

If during the life of this contract the State Commission having jurisdiction receives for file in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish electric current as stipulated in this contract, and the United States hereby agrees to pay for such electric current at the higher or lower rates from and after the date when such rates are made effective.

ARTICLE XVIII

DEDUCTIONS

This contract contemplates that continuous service shall be furnished, should the power company desire to interrupt service for maintenance or repair purposes, arrangement therefor shall be made with the proper officials in order that such interruptions will least interfere with service for the Government.

If such arrangement is not made, and if the interruption is due to conditions within the control of the Contractor, deductions shall be imposed which will partially compensate the Government. For a shut-down lasting from three minutes to thirty minutes, 10 per cent of the cost of current for the preceding day of similar service shall be deducted. For a shut-down of over thirty minutes, 25 percent of the cost of current for the preceding day of similar service shall be deducted.

ARTICLE XIX

PAYMENTS

1. For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for electrical energy herein contracted for, at the rates and under the terms and conditions hereinafter set forth; and the Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service.

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CHARGE OF RATES

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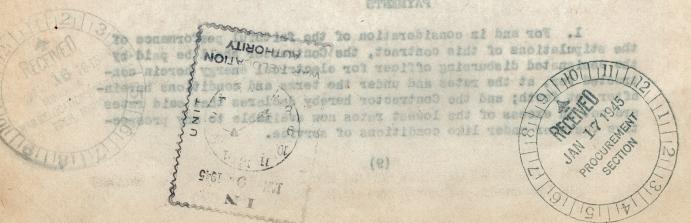
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ARTICLE XIX

PAYMENTS



ARTICLE XX

OWNERSHIP OF PREMISES

- 1. The premises to be served under this contract are:
 - * A. Government owned.
 - * B. Government leased.

ARTICLE XXI

RATES

MONTHLY CHARGE:

Rate:

\$14.00 for the first 5 KW of Demand

1.40 per KW for the next 13 KW of Demand

0.75 per KW for all additional KW of Demand

13.0 mills per KWH for the first 100 KWH per KW of Demend

9.0 mills per KNH for the next 15,000 KNH

7.0 mills per KMH for the next 40,000 KMH

5.0 mills per KWH for the next 45,000 KWH

3.5 mills per KWH for the next 200 KWH Per KW of Demend

2.5 mills per KWH for all additional KWH

Minimum:

\$1.00 per KW of the highest Demand established during the 18 months ending with the current month, but not less than the rate for 5 KW of demand.

DEMAND:

The average KW supplied during the 15-minute period of maximum use during the month, adjusted for power factor, but not less than

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13.0 mills per Kall for the first 100 Kall per KB of Demand

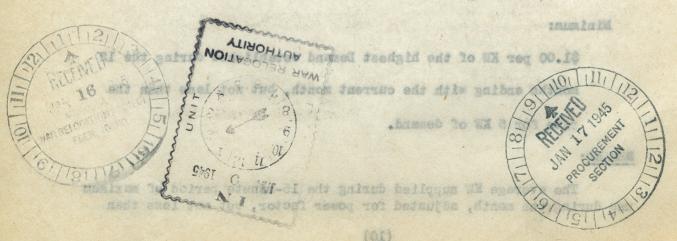
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5 KW when service is supplied at low voltage, or less than 100 KW when service is supplied at 44,000 volts or higher.

ARTICLE XXII

DEVINITIONS

- 1. Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.
- 2. The term "Commanding Officer" as used herein shall include his duly appointed successor or his authorized representative.

ARTICLE XXIII

APPROVAL

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

By (signed)
Contracting Officer
Roy W. Scheufele,
Captain, Corps of Engineers.

MITNESS AS TO SIGNATURE OF CONTRACTOR:

CONTRACTOR

	IDAHO POWER COMPANY
S) A. C. Inman A. C. INMAN,	A LINGUIA
SULLISISCRITARY	By(S) C. J. STRIKE
199	President & General Mgr.
30 (2) 30 [00]	(11)

of We when service is supplied at low voltage, or less than 100 KW when service is supplied at 44,000 voltager bisher.

TIXE SIDIER

EMOTPTHITEG

- I. Except for the official signing of this contract, and except as otherwise stated berein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.
 - E. The Ferm "Commanding Officer" as used herein small include his duly appointed successor or his subborised representative.

TITXX SADITEA

APPROVAL.

IN MINERS WHEREOF, the parties here executed this controct as of the day and year first above written.

ADDRESS TO SEPATE CETTED ERF

By (signed)
Contracting Officer
Roy S. Schenfele,
Osptain, Corps of Funineers.

RITHES AS TO STOWARDER OF COMPROSOR:

COMPRACTOR

IBAHO POWER COMPANY





I, A. C. INMAN, certify that I am the

Secretary of the corporation named as Contractor herein; that

C. J. Strike, who signed this contract on behalf of the contractor

was then President and General Manager of said corporation; that said

contract was duly signed for and in behalf of said corporation by

authority of its governing body, and is within the scope of its

corporate powers.

(corporate seal)

(s) A. C. Inman A. C. Inman





I, A. C. DERRE, certify that I em the

Secretary of the corporation massed as Contractor tents; that C. J. Strike, she signed this contract on behalf of the contractor was then Freedont and General Manager of said comporation; that set contract was buly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its comporate years.

(desperate seal)

(a) A. C. Iacan







APPENDIX "A"

The facilities to be provided by the contractor will consist of approximately 6-1/2 miles of 44 kv. 3-hase wood pole transmission line from present transmission line of Idaho Power Company at the Southeast corner of Section 32, Township 9 South, Range 19 East, Boise Meridian to transformer structure to be located 210 feet south and 220 feet west from the Northeast corner of Section 5, Township 9 South, Range 19 East of the Boise Meridian.

The substation will consist of one bank of 3 - 333 kvs, 44 kv to 7.2/12.45 kv transformers, with fused 44 kv pole top switch and fuses, 44 kv lightning arresters, one Pacific Electric Company type AP/40 oil circuit breaker, and lightning arresters on low tension side.

The substation will supply 4 wire, 3 phase, 12.45 KV Y distribution bus, and will be a 2 pole transformer structure with platform and hand railing. The oil circuit breaker, lightning arrester, and miscellaneous wiring, fittings, crosserss, stc., will be mounted thereon.

CHILD TO THE STATE OF THE STATE

WAR BELOUATION AUTHORITY

(Copy of map of line omitted from this copy of contract)

A ZIOMIGA

The radilities to be provided by the contractor will constant of approximately 6-1/2 miles of 44 kV. 5-base wood pole transmission line from present transmission line of Ideho Fower Company at the Southwest corner of Section 58, fownship 9 South Range 19 Rest, hotes Maridian to Gransforder structure to be located 210 feet south and 250 feet west from the Mortheast corner of Section 5, Township 9 South, Bonge 19 Rest of the Boise Maridian.

The substation will consist of one bank of 2 = 353 kvs. A4 kv to 7.2/18.45 kv to 7.2/18.45 kv to 7.2/18.45 kv to 18.45 kv to 18.45 kv to 7.2/18.45 kv to 18.45 kv

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WAR DEPARTMENT

NEGOTIATED ELECTRIC SERVICE CONTRACT

CONTRACTOR

: Idaho Power Company, Boise, Idaho

CONTRACT FOR

: Electric Power Service

PLACE

: Minidoka Relocation Area, Jerome, Idaho

This supplement is in accordance with the provisions of Article XVII providing for acceptance of rate changes and Article XXI is hereby changed to read as follows to agree with Idaho Power Company Schedule No. 12 General Service effective September 10, 1944 and shall be retroactive to that date.

ARTICLE XXI - (Revised as above.)

RATES

MONTHLY CHARGE:

Rate:

\$ 2.50 per KW for the first 3KW of Demand 2.00 per KW for the next 7 KW of Demand 1.00 per KW for all additional KW of Demand

10.00 mills per KWH for the first 100 KWH per KW of Demand

9.0 mills per KWH for the next 15,000 KWH

6.0 mills per KWH for the next 25,000 KWH

3.5 mills per KWH for the next 150 KWH per KW of Demand

2.5 mills per KWH for all additional KWH

Minimum:

\$1.00 per KW of the highest Demand established during the 12 months ending with the current month, but not less than \$7.50.

The average KW supplied during the 15-minute period of maximum use during the month, adjusted for power factor, but not less than 1 KW when service is supplies at low voltage, or less than 100 KW when service is supplied at 44,000 volts or higher.

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Contract Co. Wills and -1188 Cacember 80, 1944.

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SOTOM STEED O

t Idabe Power Occepany, Betse, Idabe

CONTRACT IVE

1 Electric Perer Service

BOATS

: Minifeka Welecation area. Jerome. Idaho

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Rate:

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10.00 mills per Kall for the Circh 100 RME per Ke of Domand 9.0 mills per KWH for the next 15,000 MWH

HAN 000, as from odt to' HAN rog allim 0.5

S.S mills per KWH for the pertain all mer allim S.S

YTIAOHTUA 2.5 mills por Killer 8.8



All other stipulations and conditions of the original contract remain unchanged and in full force and effect.

Acceptance date:

THE UNITED STATES OF AMERICA

Procurement Officer

Department of the Interior

War Relocation Authority Minidoka Project

Hunt, Idaho

Date:

CONTRACTOR

IDAHO POWER COMPANY

Title:



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ADISSMA TO SETATE CETTWO SHE

Promisent Officer
Reportment of the Interior
for Relocation Acteority Minimoka Project
Mant, Ideno

Dave:

CONTRACTOR

TRANSPORTER CHARLE

101222





WAR DEPARTMENT

NEGOTIATED ELECTRIC SERVICE COMPRACT

COMPRACTOR

: Idaho Power Company, Boise, Idaho

COMPRACT FOR

: Electric Power Service

PLACE

: Minidoka Relocation Area, Jerome, Idaho

This supplement is in accordance with the provisions of Article XVII providing for acceptance of rate changes and Article XXI is hereby changed to read as follows to agree with Idaho Power Company Schedule No. 12 General Service effective September 10, 1944 and shall be retroactive to that date.

ARTICLE XXI - (Revised as above.)

RATES

MONTHLY CHARGE:

Rate:

\$ 2.50 per KW for the first 3KW of Demand 2.00 per KW for the next 7 KW of Demand

1.00 per KW for all additional KW of Demand

10.00 mills per KWH for the first 100 KWH per KW of Demand

9.0 mills per KWH for the next 15,000 KWH

6.0 mills per KNH for the next 25.000 KNH

3.5 mills per KWH for the next 150 KWH per KW of Demand

2.5 mills per KWH for all additional KWH AUTHORITY

Minimum:

WAR RELOCATION \$1.00 per KW of the highest Depand established during the 12 months ending with the current month, but not less than \$7.50.

The average KW supplied during the 15-minute period of maximum use during the month, adjusted for power factor, but not less than 1 KW when service is supplies at low voltage, or less than 100 KW when service is supplied at 44,000 volts or higher.

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COLLEGE TO THE TENEDRAL SERVICE SERVICES

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This supplement is in accordance with the provinces of IXI providing for acceptance of rate changes and article IXI at acceptance of rate changes and article IXI to bereby changed to read as folious to agree with ideas for the Company Schedule in. is Company Schedule in the testine articles of september 10, 1944 and also and about the retrogestive to that date.

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\$ 2.50 per EW for the first SEW of Demand 2.00 per EW for the most 7 EW of Demand 1.00 per EW for all additional EW of Demand

10.00 mile per RM for the next 15,000 km 6.0 mills per RM for the next 15,000 km 0.0 mills per RM for the next 25,000 km 3.5 mills per KM for the next 150 km mr N of Beneral 8.5 mills per KM for the next 150 km mr N of Beneral 8.5 mills per KM MALLANDERS



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All other stipulations and conditions of the original contract remain unchanged and in full force and effect.

Acceptance date:

THE UNITED STATES OF AMERICA

Procurement Officer

Department of the Interior

Wer Relocation Authority Minidoka Project
Hunt, Idaho

Date:

CONTRACTOR

IDAHO POWER COMPANY

By Title:





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Programme Officer
Department of the Invertor
State Relocation interity Educate Project
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P.U.C.I. NO. 8 P.U.C.ORE. NO. E-11 ORIGINAL SHEET NO. 18

IDAHO POWER COMPANY

SCHEDULE NO. 12 GENERAL SERVICE

APPLICATION

To all electric service required on the premises by a non-utility customer, but not for seasonal, breakdown, standby, resale or shared service to such customer.

To electric service supplied to public utilities (private, municipal or cooperative) when not resold or offered for sale in competi-

tion with the Company.

Service is alternating current at approximately 60 cycles and at the phase and voltage available from the Company's nearest line with sufficient capacity for the service required. All service is supplied through one kilowatt-hour meter at one point of delivery.

MONTHLY CHARGE

Rate:

\$2.50 per KW for the first 3 KW of Demand

2.00 per KW for the next 7 KW of Demand 1.00 per KW for all additional KW of Demand

10.0 mills per KWH for the first 100 KWH per KW of Demand

9.0 mills per KWH for the next 15,000 KWH 6.0 mills per KWH for the next 25,000 KWH

3.5 mills per KWH for the next 150 KWH per KW of Demand

2.5 mills per KWH for all additional KWH

High Voltage Credit:

When a customer contracts for 100 KW or more and takes service at 44,000 volts or higher, and the Company provides no transformation equipment, the following credit will apply to the Monthly Charge as computed at the above stated rate:

\$35.00 for the first 100 KW of Demand, plus

0.15 per KW for all additional KW of Demand.

Service may be metered at 44,000 volts or higher, in which event measurement will be adjusted for transformer losses.

\$1.00 per KW of the highest Demand established during the 12 months ending with the current month, but not less than \$7.50. Adjustment:

Taxes:

- (a) Plus an amount equal to the proportionate part of any new or increased rate of directly allocable taxes levied or assessed after January 1, 1941, and
- (b) Plus 0.1% of the amount computed in accordance with the above stated Rate for each full 0.1 increase above 19.1% in the percentage ratio which non-allocable taxes bear to electric operating revenues, exclusive of revenues resulting from tax adjustments, for the twelve accounting months preceding the customer's billing period.

Power Factor:

When Customer's power factor is less than 85% lagging, as determined by measurement under actual load conditions, Company may adjust the KW measured to determine the Demand by multiplying the measured KW by 85 and dividing by the actual power factor.

PAYMENT

The net monthly bill is due and payable when rendered, and becomes past due 15 days from date thereof.

The average KW supplied during the 15-minute period of maximum use during the month, adjusted for power factor, but not less than 1 KW when service is supplied at low voltage, or less than 100 KW when service is supplied at 44,000 volts or higher.

CONTRACT PERIOD

One year, or longer at the Company's option.

ISSUED AUGUST 10, 1944. EFFECTIVE SEPTEMBER 10, 1944.

ISSUED BY IDAHO POWER COMPANY. BY C. J. STRIKE, PRESIDENT.

ORIGINAL SHEET NO. 18

P.U.C.ORE. NO. E-11

To all electric service required on the premises by a non-utility customer, but not for seasonal, breakdown, standby, resale or shared service to such custome

To electric service supplied to public utilities (private, municipal or cooperative) when not resold or offered for sale in competity the Company.

Service is afternating current at approximately 60 cycles and at the phase and voltage available from the Company's nearest with sufficient capacity for the service required. All service is supplied through one kilowatt-hour meter at one point of delivery

MONTHLY CHARGES - 1 -

High Voltage Credit:

When a customer contracts for 100 KW or more and tales service at 44,000 volts of higher, and the Company provides no transformation equipment, the following credit will apply to the Monthly Charge as computed at the above stated rate

\$35,00 for the first 100 KW of Demand, plus

0.15 per KW for all additional KW of Demand Service may be metered at 44,000 volts or higher, in which event measurement will be adjusted fire transformer losses.

\$1.00 per KW of the highest Depland established during the 12 geombs ending with the christen munth, but not less than \$7.30

(a) Plus an amount equal to the proportionate part of any new or increased rate of directly allocable taxes levied or after January L, 1941, and

(b) Plus 0.1% of the amount computed in accordance with the above stated Rate for each full 0.1 increase above 19.1% in the percentage ratio which non-allocable taxes hear to electric operating revenues, exclusive of revenues resulting from taking trom taking the distribution of the twelve according months preceding the customer's bulking period.

When Customer's power factor is less than 85% lagging, as determined by measurement under actual for conditions pany may adjust the KW measured to determine the Demand by multiplying the measured KW by 85 and Wording by AB

is due and payable when rendered, and becomes past due 15 days from date thereof

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BY C. J. STRIKE. PRESIDENT.

January 12, 1945

Mr. Harry L. Stafford Project Director War Relocation Authority Minidoka Project Hunt, Idaho

Attention: Mr. R. B. Merrill Procurement Officer

Dear Sir:

Receipt is acknowledged of your letter dated January 3, enclosing proposed Supplement No. 1 to Contract Number W 1733 eng.1183 for review and approval by this office. Upon examination of a copy of the original contract attached to your communication, it is the opinion of this office that inasmuch as the subject contract was executed by and between the War Department and the Idaho Power Company for the use and benefit of your Center, your office does not have the authority to establish a supplement to a contract in which the War Relocation Authority was not a contracting party but merely the beneficiary.

Therefore, the following steps may be taken in order to provide continuous service in accordance with your last communication:

- 1. You may contect the War Department and request that that Agency supplement the contract, or
- 2. You may request the War Department to cancel its original contract granting you the permission to enter into a new original instrument with your Center and the Idaho Power Company being the contracting parties. This new contract may be written in the same fashion that the original contract was executed and set forth between the Power Company and the War Department, or

Jennary 12, 1945

Mr. Herry L. Stafford Project Director War Relocation Authority Winldoks Project Hunt, Idsho

Attention: Mr. R. B. Merrill Proguesest Officer

Dear Sire

isocapt is submovieded of your letter dated Jamesty 3, enclosing proposed Supplement No. 1 to Contract Number W 1733 eng.1183 for review and approved by this office. Upon examination
of a copy of the original contract attached to your equantiontion, it is the opinion of this office that innermen as the subtion, it is the opinion of this office that innermen as the subtion, it is the opinion of this office that innermen as the subtion is the opinion of this office and benefit of your
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sup-lement to a contract in which the Wer Heloosian Authority
was not a contract in which the Wer Heloosian Authority.

Therefore, the following staps may be taken in order to provide continuous service in secordance with your last communications

i. You may contect the War Department and request that that Agency supplement the contract, or

2. You may request the War Department to cancel its original contract granting you the permission to enter take a new original instrument with so enter take a new original land contract may executed and set forth between the few fields or department, or the few fields or department.

3. The War Department may amend or supplement the contract as you request and may by agreement transfer the amendment to you. The symbols for such an amendment or supplement may be the War Department contract symbol number supplemented by the appropriate contract symbol number of your Center.

Consequently, in view of the above, approval to the proposed Supplement No. 1, is herewith denied; and you are further instructed to contact the Wer Department in conformity with the above. The documents submitted are therefore returned to you.

Sincerely,

Harold L. Byrd

Acting Ass't. Finance and Supply

Officer

Inclosures





7. The War Department may amend or supplement the contract as you request and may by agreement transfer the amendment to you. The symbols for much an amendment or supplement may be the War Department contract symbol number supplemented by the appropriate contract symbol number of your Center.

Consequently, in view of the above, approval to the proposed Supplement No. 1, is herewith denied; and you are further instructed to contact the Mer Department in conformity with the above. The documents submitted are therefore returned to you.

Sincerelly,

Agrical L. Byrd A. Finance and Supply

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69807 F#16.800

WRA Washington Harold L Byrd, Acting Ass't. Finance and Supply Ofcr

Re Contract No W 1733 eng. 1183 sent this office for approval.

Merrill

encl

Mende UNITED STATES

DEPARTMENT OF THE INTERIOR WAR RELOCATION AUTHORITY

WASHINGTON

January 12, 1945

Mr. Harry L. Stafford Project Director War Relocation Authority Minidoka Project Hunt, Idaho

1/20/16- Recheeled

Attention: Mr. R. B. Merrill

Procurement Officer

Dear Sir:

Receipt is acknowledged of your letter dated January 3, enclosing proposed Supplement No. 1 to Contract Number W 1733 eng.-1183 for review and approval by this office. Upon examination of a copy of the original contract attached to your communication, it is the opinion of this office that inasmuch as the subject contract was executed by and between the War Department and the Idaho Power Company for the use and benefit of your Center, your office does not have the authority to establish a supplement to a contract in which the War Relocation Authority was not a contracting party but merely the beneficiary.

Therefore, the following steps may be taken in order to provide continuous service in accordance with your last communication:

- 1. You may contact the War Department and request that that Agency supplement the contract, or
- 2. You may request the War Department to cancel its original contract granting you the permission to enter into a new original instrument with your Center and the Idaho Power Company being the contracting parties. This new contract may be written in the same fashion that the original contract was executed and set forth between the Power Company and the War Department, or



CHITED STATES
DEPARTMENT OF THE INTERIOR
MAR RELOCIATION AUTHORITA

MASHINGTON (25)

January 12, 1945

(Mr. Marry L. Stafford Project Director Sar Belocation Authority Mandoka Project Hunt, Ideho

Attention: Mr. R. B. Merrill. Procurement Officer

Deer Sir:

Receipt is acknowledged of your letter dated January 3, enclosing proposed implement No. 2 to Centract Number W 1737 eng.1183 for review and emproved by this office. Upon examination
of a copy of the original contract attached to your communication, it is the opinion of this office that imagnoch as the subtion, it is the opinion of this office that imagnoch as the subtion, it is the opinion of this office that imagnoch as the subtion, it is the opinion of this office that imagnoch as the subtion, it is the opinion of this office and benefit of your
cand the idahe fower Company for the use and benefit of your
sub-time to a contract in which the war beloastion authority
was not a contracting party but merely the beneficiary.

Therefore, the following steps may be taken in order to provide continuous service in secondance with your last communication:

L. You may contact the War Department and request that that Agency supplement the contract, or

2. You may request the Wer Department to cand original contract granting you the persiss to enter into a new original instrument why your Genter and the Idaho Power Company be the contracting parties. This new contraction the came fachion that the o

oner Company and the Mar Department, or



3. The War Department may amend or supplement the contract as you request and may by agreement transfer the amendment to you. The symbols for such an amendment or supplement may be the War Department contract symbol number supplemented by the appropriate contract symbol number of your Center.

Consequently, in view of the above, approval to the proposed Supplement No. 1, is herewith denied; and you are further instructed to contact the War Department in conformity with the above. The documents submitted are therefore returned to you.

Sincerely.

Harold L. Byrd

Acting Ass't. Finance and Supply
Officer

Enclosures





COPY

Address Reply to

WAR DEPARTMENT

Office of the District Engineer

Portland District 628 Pittock Block Portland, Oregon

PADPK

THE DISTRICT ENGINEER

December 8, 1944

Department of the Interior, War Relocation Authority, Minidoka Project, Hunt, Idaho.

Gentlemen:

Reference is made to your letter of December 1, 1944, File No. Procurement #442, requesting information as to whether or not transfer of administration of Contract No. W 1733 eng-1183 to your office had been accomplished.

Your are advised that on March 25, 1943 this office instructed our Area Engineer at Boise, Idaho, who was in charge of the Minidoka Project at the time, to deliver a true copy of the contract to the Minidoka Relocation Center using agency in order that it could make future payments to the contractor for electrical energy consumption. This, it is understood would constitute your authority for administration of the contract. Inasmuch as your office has been making the payments under the contract, it is assumed that the aforementioned action was accomplished.

Very truly yours,

/s/ Horace H. Person

HORACE H. PERSON, Captain, Corps of Engineers, Executive Assistant.

Department of the Interior, War Relocation Authority, Minidoka Project, want, Idaho. Jentlemen: elbrence is made to year letter of December I, 1944, File No. Procurement #462, requesting informaof Contract Wo. # 1753 eng-1185 to your office had been , bedsilemooog office instructed our tree Engineer as Boise, Idelo, who was in charge of the Finidoka Project at the the contract to the Winish make future payments to the contractor for electrical energy consumption. This, it is understood would consumption at the contractor of the contract stitute your authority for eleministration of the contract education as your office has been making the naturent . bedsilomecos sew moltos Captain, Compa of Engir YTIROHTUA WAR RELOCATION PROCUREMENT COPY

Procurement #442 UNITED STATES
DEPARTMENT OF THE INTERIOR
War Relocation Authority
Minidoka Project
Hunt, Idaho

December 1, 1944

War Department U. S. Engineer Office 628 Pittock Block Portland, Oregon

Gentlemen:

On September 20, 1944, we received a request dated 16 September 1944 from Major W. C. Sadler at Fort Douglas, Utah requesting a change order be executed by us against contract #W 1733 eng-1183.

Our reply of October 10, 1944 indicated that we did not believe that our War Relocation Authority office was in a position to issue change orders against contracts negotiated by the War Department.

On November 16, 1944, we received an answer to the above mentioned letter in which item 1 requested information as to whether or not the transfer of jurisdiction for contract #W 1733 eng-1183 had been made by the District Engineer, Portland District to our office.

We would appreciate your advice as to whether or not such transfer of jurisdiction was made or will be made as our files do not indicate information on such action and we are anxious to comply with the request of the Ninth Service Command at Fort Douglas.

Copies of the above mentioned correspondence are attached for your information and reference.

Very truly yours,

HARRY L. STAFFORD Project Director

By Procurement Officer

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DEPARTMENT OF THE INTERIOR WAR Religion Authority Minidoka Project Munt, Idako

Procurement

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Wer Department U. S. Haginger Office 688 Pittock Block Fortland, Occupan

Gentlemen:

On soptember 20, 1944, we received a result of dated 16 September 1944 from Major W. C. Sedier at Wort Douglas. What requesting a change order be exercised by us against contract #W 1735 eng-1185.

Our reply of October 10, 1944 indicated that we did not believe that our War Relocation Authority office was in a position to issue change orders arainst contracts negotiated by the War Dapariment.

On Movember 16, 1946, we received an enswer to the above mentioned letter in which item 1 reonested information as to whother or not the broneler of jurisdiction for contract ## 1728 ong-1438
had been made by the District Engineer, Portland
District to our office.

The would appreciate your advice as to wisther or not such as a jurisdiction on an add or indicate information on such as the research as the such action and we are anxious to comply with the record of the Month Courses of the Month Course of the Mo

Copies of the above mentioned correspondence are attached for your information and reference.





COPY

463.1 SPRSE (Minidoka Relocation Center)
(October 10, 1944) lst Ind. HKN/if

ASF, Headquarters Ninth Service Command, Fort Douglas, Utah 11 November 1944

TO: Project Director, United States Department of the Interior, War Relocation Authority, Minidoka Project, Hunt, Idaho.

- l. Information is requested as to whether or not the transfer of jurisdiction for Contract W 1733-eng-1183 with the Idaho Power Company was made by the District Engineer, Portland District to your office.
- 2. In regard to the last paragraph of basic letter, the inclosed rate schedule is not considered to be sufficient, but should be attached to an executed modification, thereby becoming a part of the contract.
- 3. The execution of such modifications is the responsibility of the agency responsible for payment of the changes under the contract.

For the Commanding General:

/s/ W. C. Sadler

1-30272

W. C. SADLER
Major, Corps of Engineers
Chief, Utilities Branch
Office, Service Command Engineer

1 Incl. n/c



465.1 SPRSE (Minidoka Relocation Conter) (October 10, 1944) lst ind. HOW/if

ASE, Headquarters Winte Service Command, Fort Douglas, Utah

TO: Project Director, United States Department of the Interior, war Relocation Authority, Minidoks Project, Hunt, Idaho.

1. Information is requested as to whether or not the transfer of jurisdiction for Contract W 1733-eng-1185 with the Idaho Power Company was made by the District Engineer, Portland District to your office.

E. In regard to the last paragraph of basic letter, the inclosed rate schedule is not considered to be sufficient, but should be attached to an executed modification, thereby becoming a part of the contract.

5. The execution of such modifications is the responsibility of the agency responsible for payment of the changes under the contract.

For the Commanding General:

/s/ W. O. gadlor

STSOR-I

W. C. SADLER Major, Corps of Engineers Chief, Utilities Eranch Office, Service Command Engineer

1 Incl. n/c









463.1 SPRSE (Minidoka Relocation Center) 16 September 1944

SUBJECT: Revised Rate Schedule No. 12 for Contract No. W 1733 eng-1183.

TO: Director, Minidoka Relocation Area, Jerome, Idaho

- 1. It is noted that Contract No. W 1733 eng-1183, dated 21 July 1942, has not been modified to include the new Rate Schedule No. 12 which is applicable at this time.
- 2. In order that contracts may reflect the new revised Schedule No. 12, dated 10 August 1944 and effective 10 September 1944, as being applicable, superseding Schedule No. 12 dated 15 November 1943, effective 29 November 1943, it is requested that an appropriate change order be prepared and executed by your headquarters and the Idaho Power Company. A copy of the new schedule should be attached to each copy of the change order.
- 3. The original and duplicate signed number of each change order should be forwarded to this headquarters for review and distribution at the earliest practicable date.

For the Commanding General:

W. C. Sadler
Major, Corps of Engineers
Chief, Utilities Branch
Office, Service Command Engineer



465.1 SPRSE (Finidoka Relocation Center) 16 Sentember 1944

Revised Rate Schedule No. 12 for Contract No. * PORT, MT2 W 1755 cng-1185.

Director, Minidoks Ralocation Area, Jerome, Idaho · 09

It is noted that Contract No. W 1753 and-1183. dated 21 July 1948, has not been modified to include the

8. In order that contracts may reflect the new rowled Schedule No. 12, dated 10 Amenat 1944 and effective 10 September 1944, as being applicable, superseding Schedule No. 12 doted 15 November 1945, effective 89 November 1945, it is requested that an appropriate chance order be prepared and executed by your head ouerters and the Idaho Fower Company. of the change order.

5. The original and duplicate signed nimber of each . ereb eldecident dealfres old de coldudingelb bus welver

For the Commanding General:







nefer to: Procurement #308 UNITED STATES
DEPARTMENT OF THE INTERIOR
War Relocation Authority
Minidoka Project
Hunt, Idaho

October 10, 1944

Office of the Commanding General Army Service Forces Ninth Service Command Fort Douglas, Utah

Attention: W. C. Sadler
Major, Corps of Engineers
Chief, Utilities Branch

Office. Service Command Engineer

Dear Sir:

FILE NO.: 463.1 SPRSE
SUBJECT: Revised Rate Schedule No. 12 for
Contract No. W 1733 eng-1183.

With reference to your letter of September 16, 1944 concerning the above contract, we note that Article XVII "Change of Rates" covers the situation occasioned by change of rates as noted in your letter.

We accordingly enclose duplicate copies of "Tariff No. 101, Tariff No. E-11" Idaho Power Company Schedule No. 12 General Service issued August 10, 1944 for attachment to your copies of the contract.

Inasmuch as we do not believe that the War Relocation Authority is in a position to issue change orders against contracts negotiated by the War Department, we would appreciate your advice if such will be accomplished by your office or if the enclosed schedule in conjunction with Article XVII of the contract will be sufficient to cover this circumstance in change of rates.

Very truly yours,

HARRY L. STAFFORD Project Director

By Procurement Officer

Enclosures

YGO

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UNITED STATES

PARAMET OF THE INTERIOR

WIT Eslocation Authority

Minidoka Project

Hunt, Idaho

October 10, 1944

Office of the Commanding General Army Service Porces Winth Service Command Fort Douglas, Utah

Attention: W. O. Sadler
Najor, Corps of Angineers
Onief, Utilities Branch
Onief, Service Commend angineer

Dear Sir:

FILE NO.: 463.1 SPRSE SUBJECT: Revised Mate Schedule No. 12 for Contract No. W 1935 and-1185.

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