

W1733 eng.-1183.

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

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 REFUND : \$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 Congress, 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.

Contract No. \_\_\_\_\_  
Negotiated Contract  
WVUS and -1183.

COPY

E.S.C. Form No. 1  
Approved by the Under  
Secretary of War  
January 2, 1945  
E/S3025 E.S.A. 1945-1945

WAR DEPARTMENT

NEGOTIATED ELECTRIC SERVICE CONTRACT

CONTRACTOR : Idaho Power Company, Boise, Idaho

CONTRACT FOR : Electric Power Service.

PLANT : Minidoka Relocation Area, Jerome, Idaho

CONSTRUCTION CHARGE : \$11,045.00

NEGOTIATED GENERAL RETURN : \$3,681.00

Authorized in approximately 38 months, or three years.

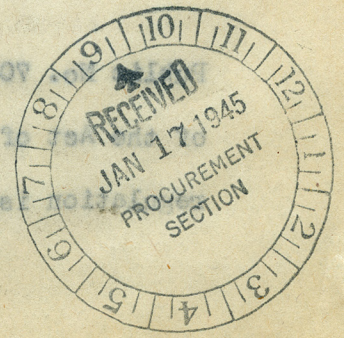
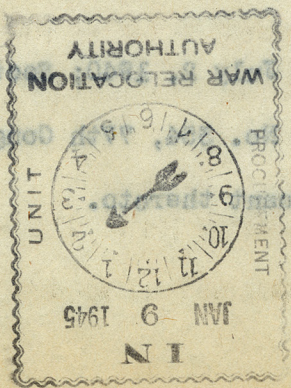
PAYMENTS TO BE MADE BY FINANCE OFFICER, U. S. ARMY, U. S. Engineer Office, 638 Pittcock Block, Portland, Oregon, during construction period.

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

APPROVED Jan. 31, 1945  
For the Division Engineer  
Mountain Division  
Salt Lake City, Utah  
(Signed) G. A. BRADY  
1st Lt., U.S.

This contract is authorized by the Executive Agent.  
Following laws:

WAR DEPARTMENT (M) 227-05 A-0306-23



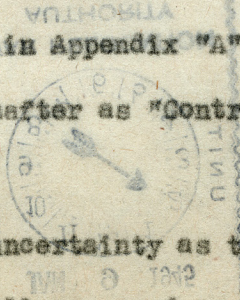
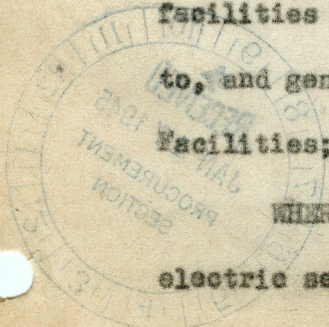
THIS CONTRACT, entered into this 21st day of July, 1942, by and between the UNITED STATES OF AMERICA, hereinafter called the Government represented by the Contracting Officer executing this contract, and the IDAHO POWER COMPANY,-----  
-----  
a Corporation organized and existing under the laws of the State of  
Maine with principal office at Boise,  
Idaho-----, hereinafter called the Contractor;  
WITNESSETH THAT,

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, the Government and the Contractor are entering into this contract for the supplying by the Contractor to the Government of electric service for the operation of Japanese Reception Center near Jerome, Idaho----- known as  
Minidoka Relocation Area-----  
hereinafter called the project; and

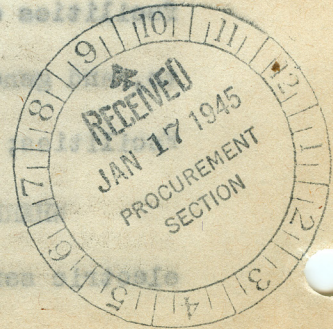
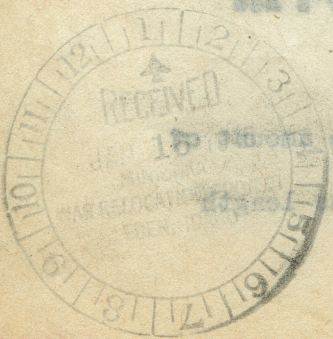
WHEREAS, in order that the Contractor may supply electric service in accordance with the terms of this contract and within the time specified, it is necessary for the Contractor to provide the facilities described and enumerated in Appendix "A" attached hereto, and generally referred to hereinafter as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

WHEREAS, due to the present uncertainty as to the amount of electric service which Government will use, and as to the length



THIS CONTRACT, entered into this 1st day of July, 1945, by and between the UNITED STATES OF AMERICA, hereinafter called the Government represented by the Contracting Officer executing this contract, and the IMAHO POWER COMPANY, a corporation organized and existing under the laws of the State of Idaho, with principal office at Boise, Idaho, hereinafter called the Contractor;

WHEREAS, the Contractor is a public utility engaged in the business of supplying electric service to private and public customers in the State of Idaho; and WHEREAS, the Government and the Contractor are entering into this contract for the supplying by the Contractor to the Government of electric service for the operation of Japanese Reception Center near Jerome, 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 annexed hereto as set forth in the attached hereinafter called the project; and



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 vest 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-

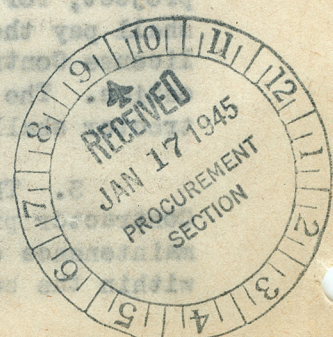
electric service which Government will use, and as to the length of time the project will be operated, the Government is willing to compensate Contractor in the form of a connection charge for the cost of the facilities required to furnish services; NOW, THEREFORE, in consideration of the promises and 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 Contractor 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, the Contractor shall vest 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, the Contractor shall pay the cost of such removal and relocation of the Contractor to use such land as may be licensed hereto, provided that the license hereby granted by the Government shall be free of any rental or other charges.



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

1. In consideration of the investment to be made by the 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 FACILITIES TO BE PROVIDED HEREUNDER.

1. The facilities to be supplied by the Contractor as hereinbefore provided for, notwithstanding 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, Contractor 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

... in advance of...  
... together with pertinent inform-  
... back-  
... tion within the knowledge of...  
... ground 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 Mindanao Relocation Area.

ARTICLE II

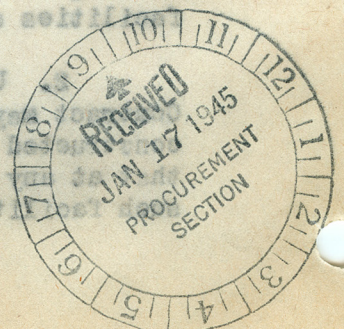
PAYMENT FOR COST OF FACILITIES

1. In consideration of the investment to be made by the Contractor and the uncertain duration of the operation of the Mindanao Relocation 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 \$11,760.00. The net connection charge to be paid by the Government shall be \$11,052.00. The Government is to receive a refund of the amount so paid as hereinbefore provided.

ARTICLE III

OWNERSHIP, OPERATION, MAINTENANCE, AND REMOVAL OF FACILITIES TO BE PROVIDED HEREUNDER.

1. 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 renewal thereof, be operated and maintained by the Contractor at its expense, and all taxes and other charges in connection therewith, shall be the sole liability existing out of the contractor, open war relocation area, or any successor of said facilities shall be assumed by the Contractor.





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 hereinafter 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

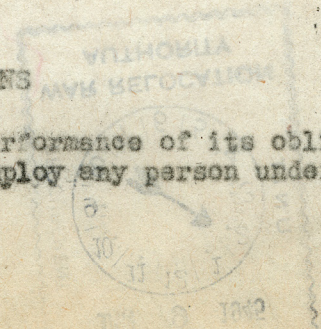
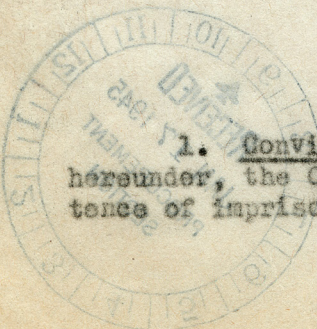
##### OPTION TO REDUCE MINIMUM CHARGES

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 Government 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 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 retained without cost to the Government in the event the Government "orders" removal as provided under Article I, Section 2.

ARTICLE IV

REWARD 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 it is to be and remain in the Contractor, it agrees to allow the Government on each monthly bill for electric service supplied as hereinafter 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 in 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 terminate and continue as above provided.

2. Nothing 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

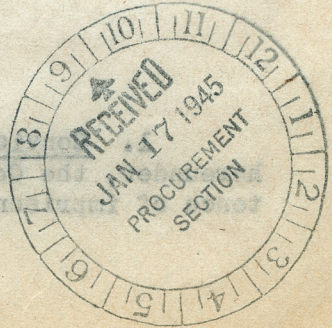
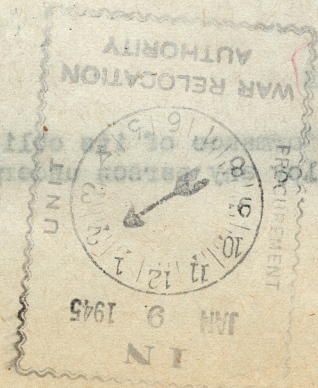
OPTION TO REDUCE MINIMUM CHARGE

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 then the Government 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. 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 then the Government 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.



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.

3. 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 commission, 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 contingent fee. This warranty shall not apply to commissions payable by Contractors upon contracts or sales secured or made through bona fide established commercial and selling agencies maintained by the Contractor for the purpose of securing business.

5. Anti-Discrimination--

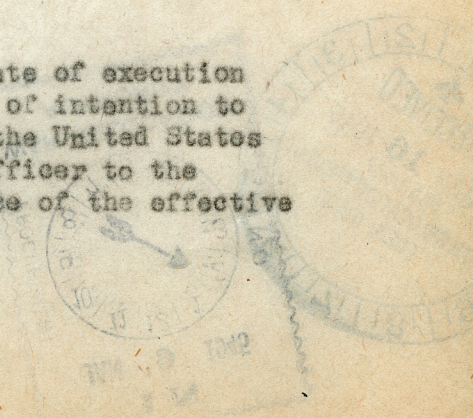
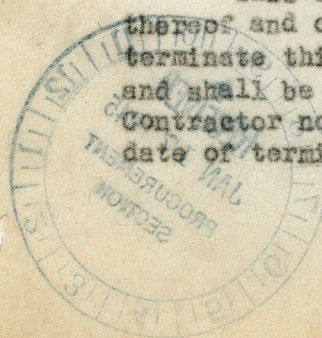
a. The Contractor in performing the work required by this contract, shall not discriminate against any workers because of their race, creed, color or national origin.

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.



3. No member of Congress or Beneficiary - 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.

3. 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. Government Against Contractor Fees - - The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the 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 contingent fee. This warranty shall not apply to commissions payable by Contractors upon contracts or sales secured or made through bona 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.

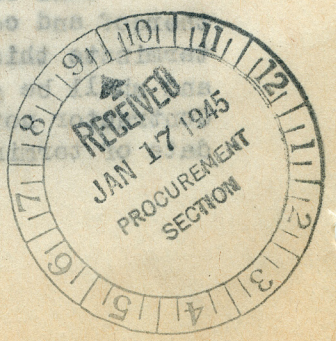
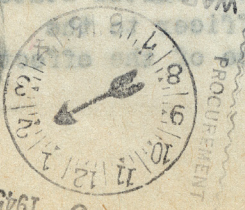
b. The Contractor agrees that the provision of Paragraph 5 above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust, or 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 of raw materials shall not be considered as a subcontract.

ARTICLE VII

TERMS OF CONTRACT

This contract shall take effect as of the date of execution and continue until further notice. This contract shall be at the option of the Contracting Officer given in writing by the Contracting Officer at least ninety (90) days in advance of termination.

(3)



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

Number 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 meter measurement---  
Primary watt-hour meter, \_\_\_\_\_ amperes, \_\_\_\_\_

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

Number of wires & direct or alternating current  
Voltage 2200/4400V, Cycles 60  
Phase 3

ARTICLE X

SERVICES TO BE RENDERED

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

ARTICLE XI

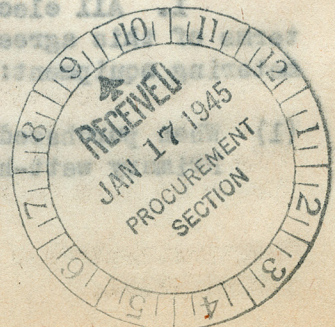
MEASURING AND ACCOUNTS

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 readings 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

All electrical energy supplied by the Contractor under the agreement shall be measured by means of the following:



volts, \_\_\_\_\_ cycles, 60 \_\_\_\_\_  
phases, 3 \_\_\_\_\_ wires \_\_\_\_\_  
Located at Project site - Northwest of Administration Area.  
Other meters \_\_\_\_\_

- (3) When purchased with demand meter measurement.  
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 REGULATIONS

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 Bureau 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.

#### ARTICLE XVI

##### CHANGE IN SCHEDULE

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

\*Delete irrelevant words in cases where State Commission has no jurisdiction.

Other meters  
 located at Project site - Northwest of Administration Area.  
 phases, wires  
 cycles, 60

(3) When processed with demand meter measurement, 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 REGULATIONS

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 Bureau of Standards.

ARTICLE XV

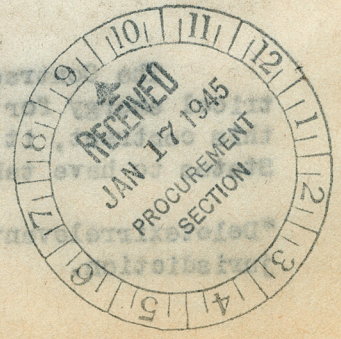
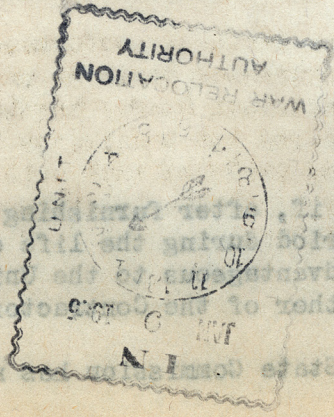
CHANGE IN LOAD

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.

ARTICLE XVI

CHANGE IN CONDITIONS

Contractor hereby agrees that if, after execution of this contract, any material changes (90) day period during the life of the contract would have been more advantageously effected by the contractor, he will have taken service under any other of the contractor's conditions in cases where State Commission has no objection.





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

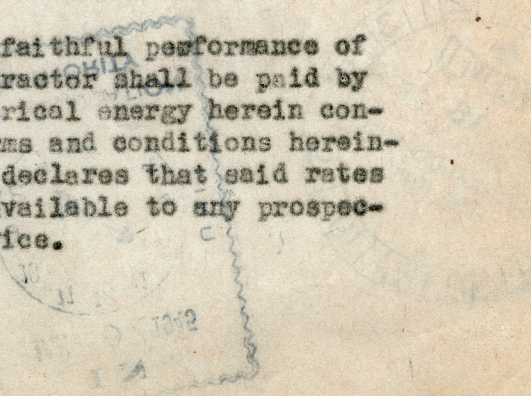
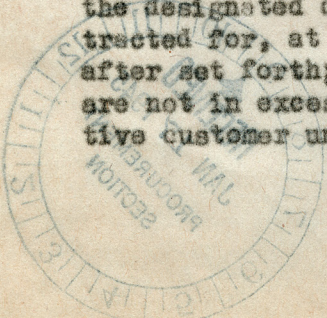
This contract contemplates that continuous service shall be furnished, should the power company desire to interrupt service for maintenance or repair purposes, arrangement therefor shall be made with the proper officials in order that such interruptions will least interfere with service for the Government.

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.



standard rates scheduled 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

DEFINITIONS

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.

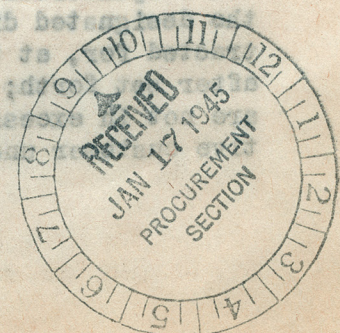
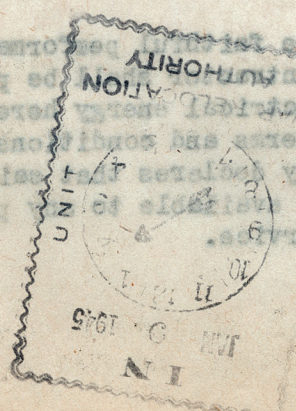
If such arrangement is not made, and if the interruption is due to conditions within the control of the Contractor, deductions shall be imposed which will partially compensate the Government for a shut-down lasting from three minutes to thirty minutes. 10 per cent of the cost of current for the preceding 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 performance of the obligations of this contract, the Contractor hereby agrees to furnish electric current for electrical energy under the terms and conditions herein at the rates and under the terms and conditions herein stipulated by the Contracting Officer for electrical energy under the terms and conditions of the contract, and the Contractor hereby agrees to pay for such electric current under like conditions of service.

(2)



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 Demand
- 9.0 mills per KWH for the next 15,000 KWH
- 7.0 mills per KWH for the next 40,000 KWH
- 5.0 mills per KWH for the next 45,000 KWH
- 3.5 mills per KWH for the next 200 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 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

ARTICLE IX

OWNERSHIP OF PREMISES

1. The premises to be served under this contract are:

\* A. Government owned.

\* B. Government leased.

ARTICLE XII

RATES

MONTHLY CHARGES:

Rate:

\$14.00 for the first 5 KW of Demand

1.40 per KW for the next 15 KW of Demand

0.75 per KW for all additional KW of Demand

15.0 mills per KW for the first 100 KW per KW of Demand

9.0 mills per KW for the next 15,000 KW

7.0 mills per KW for the next 40,000 KW

5.0 mills per KW for the next 45,000 KW

3.5 mills per KW for the next 800 KW per KW of Demand

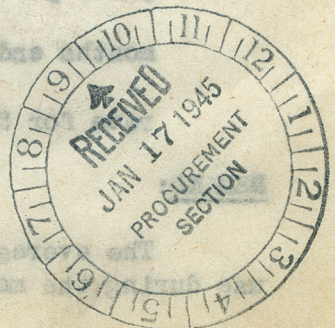
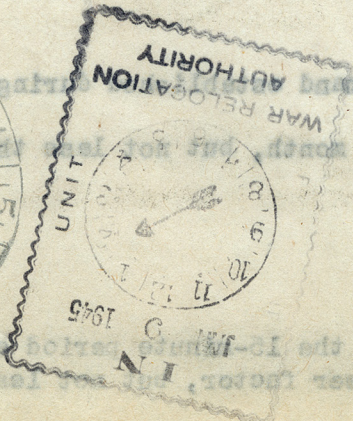
2.5 mills per KW for all additional KW

Minimum:

\$1.00 per KW of the highest Demand Authority

ending with the current month for the

of demand.



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

DEFINITIONS

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.

WITNESS AS TO  
SIGNATURE OF CONTRACTOR:

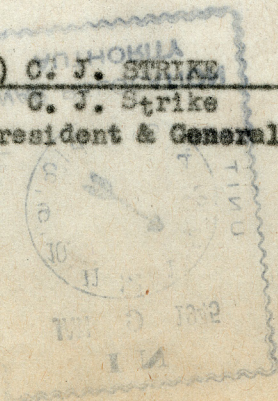
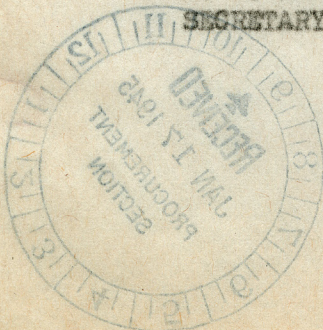
CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
(S) A. C. Inman  
A. C. INMAN,  
SECRETARY

\_\_\_\_\_  
IDAHO POWER COMPANY

By (S) C. J. STRIKE  
C. J. Strike  
President & General Mgr.

(11)



64807

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 XXI

DEFINITIONS

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 "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ARTICLE XXII

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

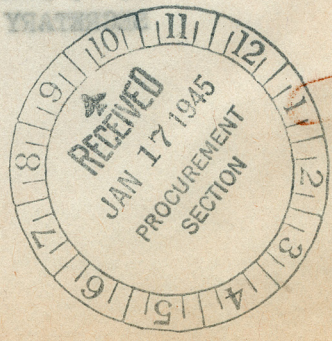
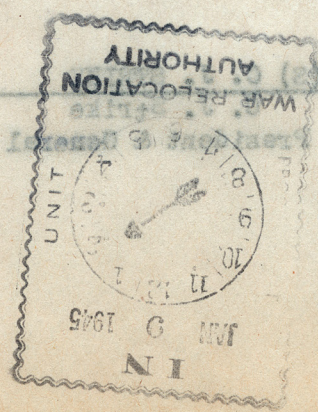
By (Signed)  
Contracting Officer  
Roy W. Schenck  
Captain, Corps of Engineers.

WITNESS AS TO  
SIGNATURE OF CONTRACTOR

CONTRACTOR

IDAHO POWER COMPANY

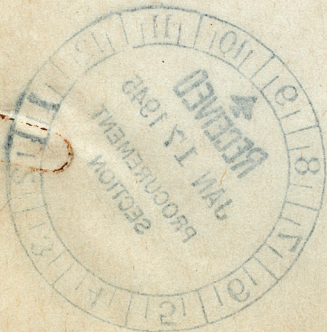
(S) A. G. Inman  
A. G. INMAN,  
SECRETARY



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)

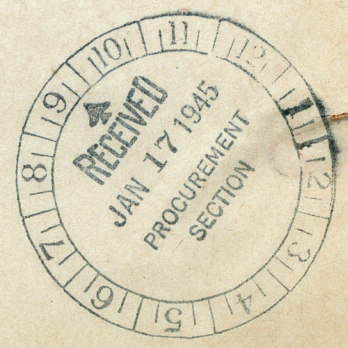
(s) A. C. Inman  
A. C. Inman



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I, A. C. IANAN, certify that I am the  
 Secretary of the corporation named as Contractor herein; that  
 G. J. Strick, 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.

A. C. IANAN (s)  
 A. C. IANAN (corporate seal)



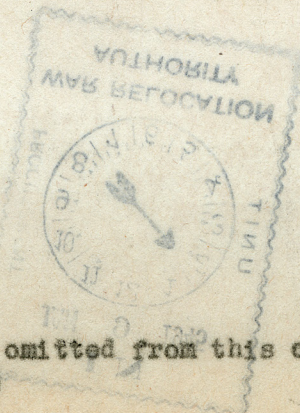
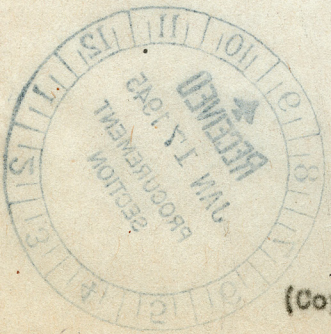


APPENDIX "A"

The facilities to be provided by the contractor will consist of approximately 6-1/2 miles of 44 kv, 3-phase 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 kva, 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, crossarms, etc., will be mounted thereon.



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

69807

APPENDIX A

The facilities to be provided by the contractor will consist of approximately 6-1/2 miles of 44 kv, 3-phase wood pole transmission line from present transmission line of Idaho Power Company at the southeast corner of Section 22, Township 9 South, Range 12 East, Boise Meridian to transformer structure to be located 210 feet south and 220 feet west from the northeast corner of Section 2, Township 9 South, Range 12 East of the Boise Meridian.

The substation will consist of one bank of 3 - 333 kv, 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 distribution bus, and will be a 3 pole transformer structure with platform and hand railing. The oil circuit breaker, lightning arresters, and miscellaneous wires, fittings, crossarms, etc., will be mounted thereon.



(copy of map of line and tower locations to be furnished by contractor)

Contract No. W1733 eng.-1183  
SUPPLEMENT NO. 1.  
December 30, 1944.

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

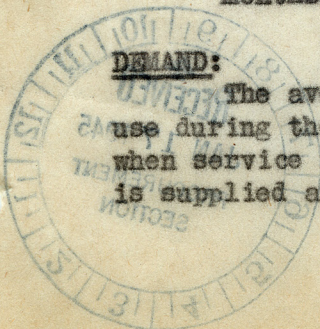
10.00 mills per KWH for the first 100 KWH per KW of Demand  
9.0 mills per KWH for the next 15,000 KWH  
6.0 mills per KWH for the next 25,000 KWH  
3.5 mills per KWH for the next 150 KWH per KW of Demand  
2.5 mills per KWH for all additional KWH

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.

DEMAND:

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.



69907

Contract No. W452 eng-1182  
SUPPLEMENT NO. 1  
December 30, 1944

WAR RELOCATION

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 as 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

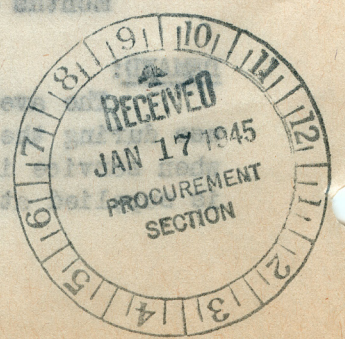
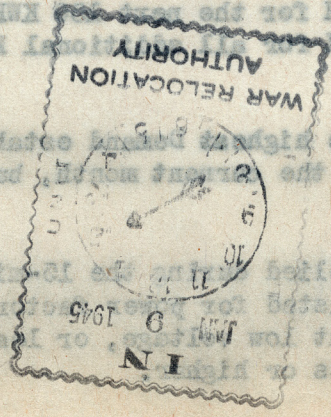
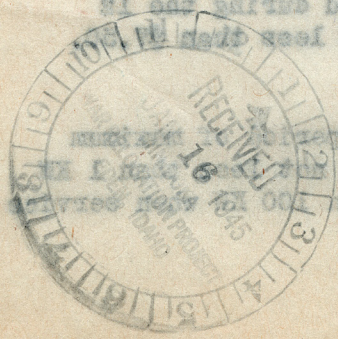
MONTHLY CHARGES

Rates:

\$ 2.50 per KW for the first 300 KW of Demand  
2.00 per KW for the next 7 KW of Demand  
1.00 per KW for all additional KW of Demand

10.00 mills per KWH for the first 100 KWH per KW of Demand  
9.0 mills per KWH for the next 12,000 KWH  
6.0 mills per KWH for the next 28,000 KWH  
3.5 mills per KWH for the next 100,000 KWH  
2.5 mills per KWH for all additional KWH

Minimum: \$1.00 per KW of the night peak established during the 12 months ending with the current month, but not less than \$1.00 per KW



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

Acceptance date:

THE UNITED STATES OF AMERICA

By \_\_\_\_\_

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

Date:

CONTRACTOR

IDAHO POWER COMPANY

By \_\_\_\_\_

Title:



69807

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

Accepted date:

THE UNITED STATES OF AMERICA

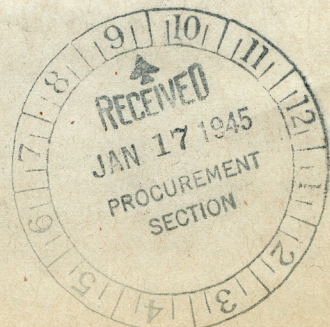
By \_\_\_\_\_  
Procurement Officer  
Department of the Interior  
War Relocation Authority Minidoka Project  
Hunt, Idaho

Date:

CONTRACTOR

IDAHO POWER COMPANY

By \_\_\_\_\_  
Title:



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.

**DEMAND:**  
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 No. W-1187  
November 20, 1944

WAR RELOCATION

UNIT RELOCATION SERVICE CONTRACT

CONTRACTOR : Idaho Power Company, Boise, Idaho  
CONTRACT FOR : Electric Power Service  
PLACE : War Relocation Authority, Tacoma, Idaho

This agreement is in accordance with the provisions of Article XVII providing for acceptance of rate changes and Article XII insofar as they apply to rates as follows in accordance with Idaho Power Company Schedule No. 12 General Service effective September 10, 1944 and shall be retroactive to that date.

Article XII - (Revised as above)

RATES

MONTHLY CHARGES

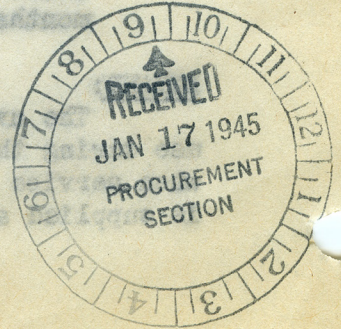
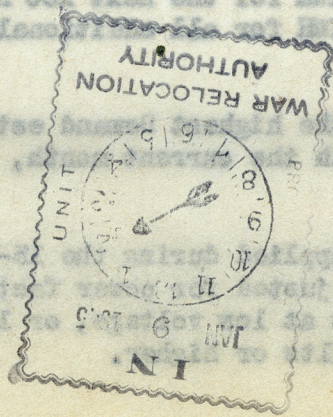
Rate:

\$ 2.50 per KW for the first 100 KW of demand  
2.00 per KW for the next 7 KW of demand  
1.00 per KW for all additional KW of demand

10.00 millie per KW for the first 100 KW per KW of demand  
9.0 millie per KW for the next 10,000 KW  
8.0 millie per KW for the next 20,000 KW  
7.5 millie per KW for the next 100 KW per KW of demand  
8.5 millie per KW for the next 100,000 KW

Minimum:

\$1.00 per KW or the amount of demand established during the 15 minutes ending with the hour, but not less than \$1.00





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

Acceptance date:

THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
Procurement Officer

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

Date:

CONTRACTOR

IDAHO POWER COMPANY

By \_\_\_\_\_  
Title:



69807

All other regulations and conditions of the original contract  
remains unchanged and in full force and effect.

Accepted date:

THE UNITED STATES OF AMERICA

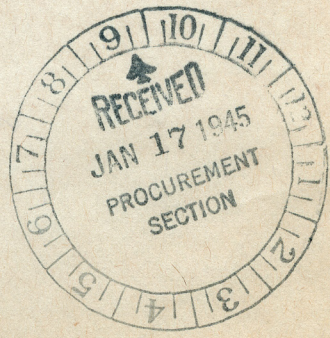
BY \_\_\_\_\_  
Treatment Officer  
Department of the Interior  
War Relocation Authority  
Idaho Project  
Pocatello, Idaho

Date:

CONTRACT

IDAHO POWER CORP.

BY \_\_\_\_\_  
Title:



## IDAHO POWER COMPANY

SCHEDULE NO. 12  
GENERAL SERVICEAPPLICATION

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 competition 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.

## 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.

## 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.

DEMAND

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.

1220 IDAHO STREET, BOISE, IDAHO

69807

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.  
The electric service supplied to public utilities (private, municipal or cooperative) when not resold or offered for sale in competition 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 2 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  
8.0 mills per KWH for the next 25,000 KWH  
7.5 mills per KWH for the next 150 KWH per KW of Demand  
7.2 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:  
\$25.00 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.

Minimum:

\$1.00 per KW of the highest Demand established during the 15 months ending with the current month, but not less than \$2.50.

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 10.1% 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, Customer may adjust the KW measured to determine the Demand by multiplying the measured KW by 85 and dividing by the actual power factor.

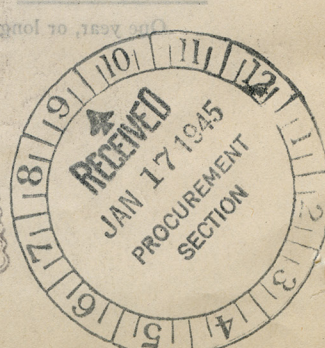
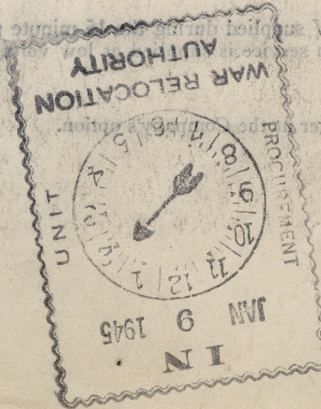
PAYMENT

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

DEMAND

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

CONTRACT PERIOD



(25)

January 12, 1945

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

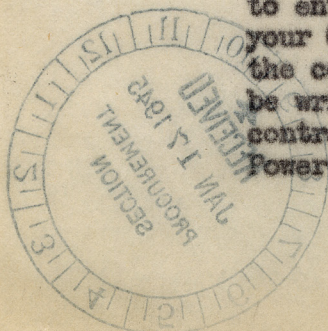
Attention: Mr. R. B. Merrill  
Procurement Officer

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 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



69807

January 12, 1945

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

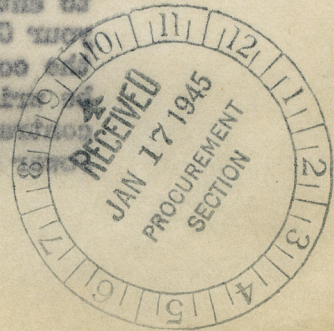
Attention: Mr. R. B. Merrill  
Procurement Officer

Dear Sir:

Receipt is acknowledged of your letter dated January 3, 1945, enclosing proposed agreement No. 1 to Contract Number W 1733 eng. (118) 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 an agreement 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 amend the contract, or
2. You may request the War Department to cancel the original contract granting you the permission to enter into a new original instrument with your Center and the Idaho Power Company being a contracting parties. This new contract may be written in the same fashion that the original contract was executed and set forth between the Idaho Power Company and the War Department, or



1789

Mr. Harry L. Stafford - 2- 1/12/45

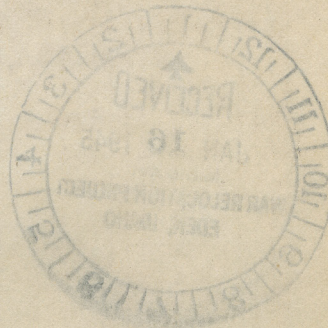
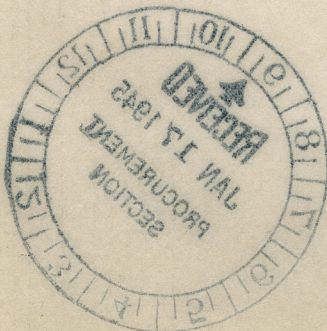
3. The War Department may amend or supplement the contract as you request and may by agreement transfer the amendment to you. The symbols for such an amendment or supplement may be the War Department contract symbol number supplemented by the appropriate contract symbol number of your Center.

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*  
Harold L. Byrd  
Acting Ass't. Finance and Supply  
Officer

Enclosures



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Mr. Harry L. Stafford - 2-1/2/45

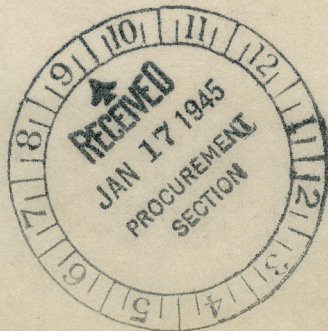
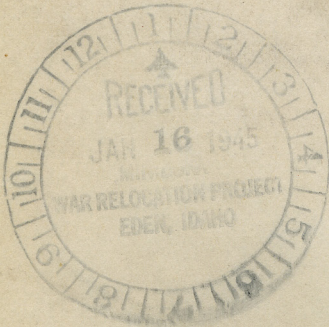
3. The War Department may amend or supplement the contract as you request and may by agreement transfer the amendment to you. The symbols for such an amendment or supplement may be the War Department contract symbol number supplemented by the appropriate contract symbol number of your Center.

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,

*Charles L. Boyd*  
Charles L. Boyd  
Acting Asst. Finance and Supply  
Officer

Enclosures



20893



H

1/12:1/16/45

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.

~~Nichols~~  
Merrill

encl

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
WAR RELOCATION AUTHORITY

WASHINGTON  
(25)

*JH 1/16*

January 12, 1945

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

*1/20/45 -  
Rechecked*

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



16.800

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69907

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
WAR RELOCATION AUTHORITY

WASHINGTON

(22)

January 15, 1945

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

Attention: Mr. R. B. Merrill  
Procurement Officer

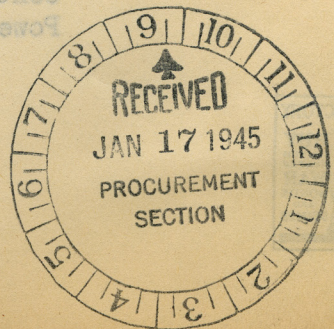
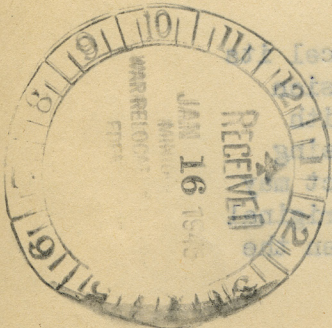
Dear Sir:

Receipt is acknowledged of your letter dated January 3, 1945, enclosing proposed Supplement No. 1 to Contract Number W 1233 and 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 Relocation Authority 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 amend the contract, or

2. You may request the War Department to cancel the original contract granting you the permission to enter into a new original instrument with your Center and the Idaho Power Company. This new contract be written in the same fashion that the original contract was executed and set forth between the War Department and the War Relocation Authority.



Mr. Harry L. Stafford - 2- 1/12/45

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.

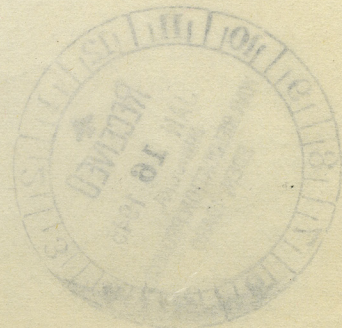
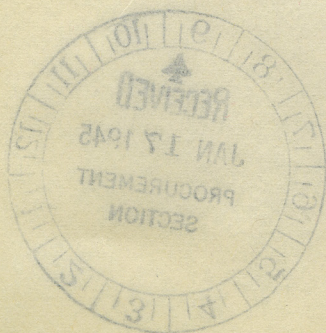
Consequently, in view of the above, approval to the proposed Supplement No. 1, is herewith denied; and you are further instructed to contact the War Department in conformity with the above. The documents submitted are therefore returned to you.

Sincerely,

*Harold L. Byrd*

Harold L. Byrd  
Acting Ass't. Finance and Supply  
Officer

Enclosures



69807

COPY

5

WAR DEPARTMENT  
Office of the District Engineer  
Portland District  
628 Pittock Block  
Portland, Oregon

Address Reply to  
THE DISTRICT ENGINEER

PADPK

December 8, 1944

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

Gentlemen:

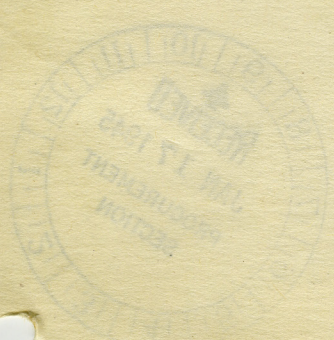
Reference is made to your letter of December 1, 1944, File No. Procurement #442, requesting information as to whether or not transfer of administration of Contract No. W 1733 eng-1183 to your office had been accomplished.

You 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.



69807

COPY

WAR DEPARTMENT  
Office of the District Engineer  
Portland District  
638 Pittsford Block  
Portland, Oregon

Address Reply to  
THE DISTRICT ENGINEER

December 8, 1944

PADPK

Department of the Interior  
War Relocation Authority  
Minidoka Project  
Latah, Idaho

Gentlemen:

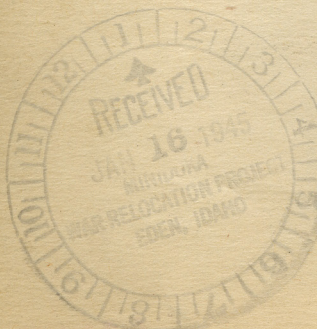
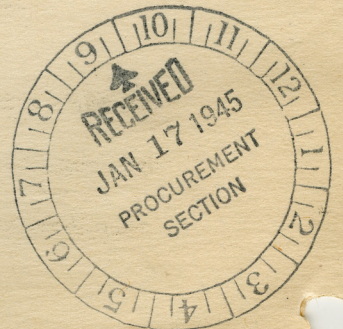
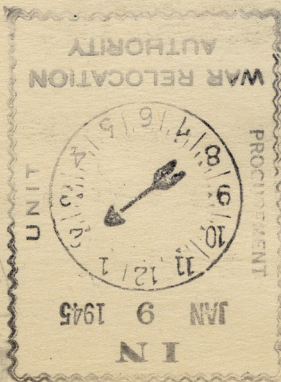
Reference is made to your letter of December 1, 1944, File No. Procurement #442, requesting information as to whether or not transfer of administration of Contract No. W 1733 eng-118 to your office had been accomplished.

You 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 War Relocation Center main 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 N. Person

HORACE N. PERSON  
Captain, Corps of Engineers  
Executive Assistant



COPY

4  
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
War Relocation Authority  
Minidoka Project  
Hunt, Idaho

Refer to:  
Procurement  
#442

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

Enclosures - 3

69807

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
WAR RELOCATION AUTHORITY  
Minidoka Project  
Hunt, Idaho

COPY

Procurement  
4412

December 1, 1944

War Department  
U. S. Engineer Office  
828 Pittcock Block  
Portland, Oregon

Gentlemen:

On September 20, 1944, we received a request dated 16 September 1944 from Major W. C. Galtier at Fort Douglas, Utah requesting a change order be executed by us against contract W 1733 eng-1133.

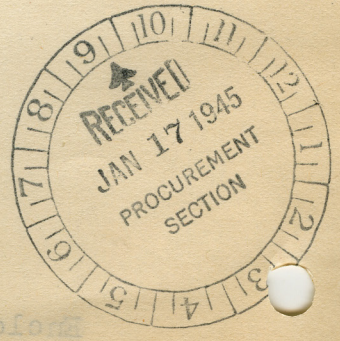
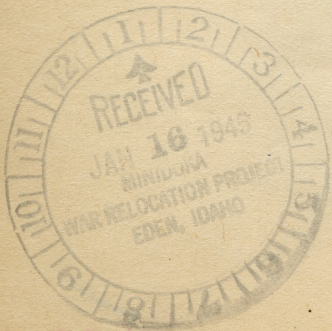
Our reply of October 10, 1944 indicated that we did not believe that our War Relocation Authority office was in a position to issue change orders against contracts negotiated by the War Department.

On November 16, 1944, we received an answer to the above mentioned letter in which it was requested information as to whether or not the War Relocation Authority for contract W 1733 eng-1133 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 War Relocation Authority at Fort Douglas.

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

Very truly yours,  
WAR RELOCATION AUTHORITY  
PROCUREMENT  
JAN 9 1945  
I N





463.1 SPRSE (Minidoka Relocation Center)  
(October 10, 1944) 1st 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.

1. 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.

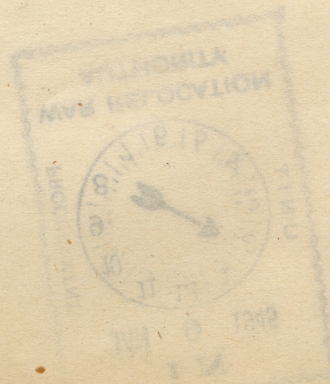
For the Commanding General:

/s/ W. C. Sadler

1-30272

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

1 Incl. n/c



COPY

435 I SPRSE (Minidoka Relocation Center)  
(October 10, 1944) 1st Ind. HWH/11

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

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

1. 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  
included 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 charges  
under the contract.

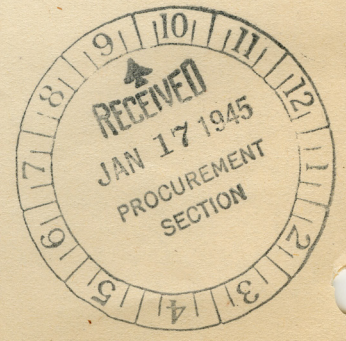
For the Commanding General:

/s/ W. C. Sadler

I-30873

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

1 Incl. n/c



COPY

HKN/rlp

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

COPY

HMM/tp

443.1 2752 (Minidoka Relocation Center) 16 September 1944

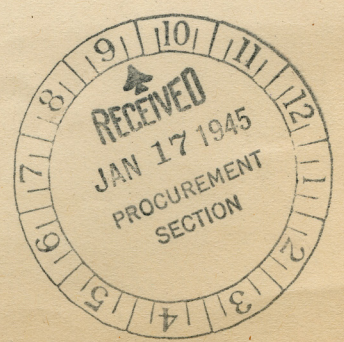
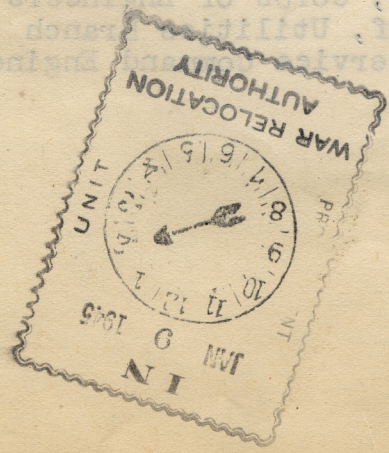
SUBJECT: Revised Rate Schedule No. 12 for Contract No. W 1733 eng-1183.

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 20 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. F. Sadler  
 Major, Corps of Engineers  
 Chief, Utility Branch  
 Office, Services and Engineer



COPY

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

✓

refer to:  
Procurement  
#308

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

69807

COPY

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

File No. 4308  
Procurement

October 30, 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.: 4308-1-2332  
SUBJECT: Revised Rate Schedule No. 12 for  
Contract No. W 1433 eng-1132

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. 2-11" 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.

