

# Add Copco Contract:

(Continued from page 1)

subject to the conditions hereinafter provided, Link River Dam located in Klamath County, Oregon, hereinafter constructed by Copco and transferred to the United States pursuant to the agreement of February 24, 1917, Copco may regulate the water level of Upper Klamath Lake between the elevations 4133 and 4137, (Reclamation Service Datum), but the water level shall not be raised above elevation 4133 and shall not be lowered below elevation 4137, except at such times, and on such conditions, as may be satisfactory to the Contracting Officer. Provided, That the Contracting Officer from time to time may specify a higher minimum elevation if in his opinion such shall be maintained in order to protect the irrigation and reclamation requirements of Project Land and whenever the elevation of the lake drops to a point two-tenths of a foot above such elevation, the Contracting Officer may assume control of the Link River Dam and its outlets and continue in control so long as the lake level remains at or below that elevation.

All elevations stated in this article, or specified by the Contracting Officer pursuant to this article, shall mean elevations in a state of calm.

Copco shall at its own expense maintain the approach channel to the Main Canal of the Klamath Project to the satisfaction of the Contracting Officer so far as may be necessary to insure a flow of not less than 1300 c.f.s. during the months of June, July, and August of each year and 1000 c.f.s. during each of the other months, into the Main Canal with the water of Upper Klamath Lake at an elevation of 4137.

Copco assumes any and all liability for damages resulting from operation of the Link River Dam by Copco or resulting from its regulation and control of the water levels of Upper Klamath Lake. Copco hereby undertakes to hold the United States harmless from any and all liability for damage arising out of the operation of the Link River Dam and the regulation and control by Copco of Upper Klamath Lake herein provided for.

For the period of this contract Copco agrees to furnish electric power for the purposes and for the rates set forth in Exhibit "B" attached hereto and hereby made a part of this contract.

Nothing in this agreement shall curtail or in anywise be construed as curtailing the rights of the United States to Klamath Water or to the lands above or under the margin of Upper Klamath Lake. No Klamath Water shall be used by Copco when it may be needed or required by the United States or any irrigation or drainage district, person, or association obtaining water from the United States for use for domestic, municipal, and irrigation purposes on Project Land: Provided, That

nothing in this agreement shall curtail or interfere with the water rights of Copco having a priority earlier than May 19, 1905, and: Provided further, That no Klamath Water shall be transported beyond the Upper Klamath River Basin except under the provisions of Article 7 of this contract and except for that water which is being transported through the Cascade Canal as of the effective date of this contract.

If there shall be authorized for construction pursuant to the Federal Reclamation Laws projects or units of projects including lands lying within Butte Valley, all drainage water shall be returned to the Klamath River at a point above the town of Keno, Oregon, unless the Secretary of the Interior shall determine that this would render the irrigation and reclamation of lands within Butte Valley economically less feasible than under an alternate plan of development, in which event, upon construction of such projects or units of projects, the drainage water from Project Land lying within Butte Valley shall be returned to the Klamath River at such point upstream from Copco Lake as shall be determined by the Secretary of the Interior: Provided, That if Copco makes economic benefits available to such projects or units of projects by means of lowered power rates or otherwise, that will make it equally feasible, to the satisfaction of the Secretary of the Interior, to return the drainage water to a point in the Klamath River above Keno, then the drainage water shall be returned to the Klamath River above Keno. Copco shall have the first right to develop, for power purposes, drainage water removed by the United States from Project Land lying within Butte Valley.

Nothing in this agreement shall be deemed to confer on the United States or upon any of its successors any right to the use of Klamath Water for the purpose of generating electric power.

Except for the water rights of Copco having a priority earlier than May 19, 1905, no Klamath Water shall be used by Copco when it may be needed or required by the United States for waterfowl conservation in the Upper Klamath River Basin in the quantities in which it is being used for that purpose as of the effective date of this contract.

The failure of Copco to comply in the true intent and meaning with any of the provisions of this agreement in regard to the operation and use of Link River Dam during the fifty (50) year period shall render this contract in regard to said dam subject to cancellation by the Secretary of the Interior upon sixty (60) days' written notice to Copco stating the cause for such proposed cancellation and in case of failure or refusal of Copco to comply with the provisions of this contract within the period allowed by the Secretary of the Interior he may cancel this contract. After such cancellation Copco shall have no further rights in regard to the use of Link River Dam and its appurtenances, the operation and control of which shall immediately pass to the United States, but such cancellation shall in no wise curtail or af-

fect the rights which Copco now has in the waters of Link River and Klamath River.

This contract shall become effective on the date of its approval by the Public Utility Commissioner of the State of Oregon or the Public Utilities Commission of the State of California whichever shall occur later, and shall not be effective in any way until approved by both regulatory authorities. Within thirty (30) days after the execution of this contract Copco shall file applications with both regulatory authorities for orders authorizing Copco to carry out the terms thereof and shall prosecute the applications and any proceedings on them diligently. If such orders are not issued and effective within nine (9) months after the execution of this contract, the United States may, within sixty (60) days, terminate this contract on thirty (30) days' notice to Copco.

This contract shall supersede and cancel the contract, including all amendments thereto, entered into under date of February 24, 1917, by Copco and its predecessor company, California-Oregon Power Company, and the United States, upon the effective date hereof.

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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.

This contract binds and inures to the benefit of the parties hereto, their successors and assigns, including without limitation any Water Users' Association or similar group which may succeed either by assignment or by operation of law to the rights of the United States hereunder.

Copco warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, per-

centage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by Copco for the purpose of securing business.

This contract shall be in effect for a period of fifty (50) years from the effective date determined pursuant to article 11.

IN WITNESS WHEREOF, the parties hereto set their hands and the seal of Copco is hereto affixed.

Exhibit "B"

STATES OF CALIFORNIA AND OREGON

SPECIAL GOVERNMENT POWER RATE UNDER CONTRACT DATED

BETWEEN UNITED STATES OF AMERICA AND THE CALIFORNIA OREGON POWER COMPANY

AGRICULTURE POWER SERVICE - RATE SCHEDULE "A"

This rate schedule shall be applicable only to pumping Klamath Water for use on Project Land and for drainage of Project Land.

TERRITORY: Applicable to the Upper Klamath River Basin.

0.8 cents per kWh ANNUAL MINIMUM CHARGE: The annual minimum charge is based on the name plate rating in horsepower of the maximum connected motor load at each installation during a calendar year.

100 H.P. OR OVER: For first two years of service - \$10.45 per H.P. per calendar year. After two years of service - no charge.

99 H.P. OR LESS: For first five years of service: First 25 H.P. - \$6.00 per H.P. per calendar year. Next 74 H.P. - \$5.25 per H.P. per calendar year.

After five years of service: First 25 H.P. - \$3.00 per H.P. per calendar year. Next 74 H.P. - \$2.625 per H.P. per calendar year.

SPECIAL CONDITIONS: (1) Where 3-phase service is required for installation under 7-1/2 H.P., the annual minimum charge will be based on 7-1/2 H.P.

(2) Installations in service prior to the effective date of this contract shall receive credit for the time service has been rendered under special power contracts entered into pursuant to the contract between the United States and Copco dated February 24, 1917, in meeting the time requirements used in determining annual minimum charges.

(3) Energy will be supplied either single-phase or 3-phase at normal voltages consistent with those in effect elsewhere in the territory served by Copco.

(4) Special contracts shall be executed for all installations under this rate and all contracts shall have attached thereto a letter from the Contracting Officer stating the proposed consumer is entitled to this rate.

(5) For installations of more than 7-1/2 H.P., Copco shall make all necessary line extensions at its own expense.

(6) For installations of 7-1/2 H.P. or less, Copco shall make necessary line extensions in accordance with its established line extension policies as filed with the State regulatory authorities having jurisdiction.

(7) The annual minimum charge is payable in consecutive monthly installments of 1-6 (one-sixth) of the annual minimum charge, beginning the first month of operation until such time as the accumulated energy charges equal the annual minimum charge.

DRAINAGE PUMPING - RATE SCHEDULE "B"

This rate schedule shall be applicable only to the pumps operated by the United States, or its successors in interest, for the removal of water from Tule Lake Slumps and Lower Klamath Lake Slumps and any drains leading thereto or therefrom and for power used to pump such drainage water for the irrigation of the areas lying within the beds of Tule Lake and Lower Klamath Lake, all as shown on the map marked Exhibit "A".

On-peak pumping - eight (8:00) A.M. to eight (8:00) P.M. of each day except Saturdays, Sundays and legal holidays - five (5) mills per kWh.

Off-peak pumping - eight (8:00) P.M. to eight (8:00) A.M. of each day and during the 24-hour period of Saturdays, Sundays and legal holidays - three (3) mills per kWh.

If at any time Copco's commercial rates for like service are lower than the rates specified in Schedules "A" and "B" herein, the commercial rates shall prevail during such time.

CHICO (UP) - Mrs. George St. Louis, 66, of Princeton, was killed yesterday when her automobile collided with another on Highway 32, about two and a half miles west of here.

The driver of the other vehicle, Roy Uhl, a Chico almond grower, was injured. Reports indicated Uhl pulled onto the highway from a side road and the collision occurred.

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# Liquor Case Action Asked

SACRAMENTO (UP) - An attorney in the Edgar B. Hervey liquor license case yesterday asked the Department of Alcoholic Beverage Control to dismiss a petition for reconsideration filed on behalf of Atty. Gen. Edmund G. Brown.

A. T. Procopio, attorney for John Ralph and Rose Villano, said the attorney general's latest brief for reopening the case contained no new points.

Hervey, 1934 campaign manager for Gov. Goodwin J. Knight in San Diego County, is accused of being a secret owner of a liquor license on property occupied by the Villanos.

Russell S. Munro, state liquor chief, recently dismissed the charge but Brown has petitioned that the case be reopened. Brown charge that Hervey was part of an unlawful conspiracy.

"The prosecution of this matter, we believe, is conclusively shown to be a persecution," said Procopio.

# YMCA Climbers Gain Top Of Thielsen In First Of Annual Climbs Up Mountain

Mount Thielsen - 9,178 feet high - was conquered by eight climbers of the Klamath Falls Young Men's Christian Association Sunday.

Last 300 feet of the treacherous ascent was done with ropes.

The party was led by Pete Armen assisted by Irma Lowe and Wayne Plaisted. Others in the party included Bill Cornell, YMCA program secretary; Doug Campbell, Don Hoydal, Don White and Jerry Sawyer.

The hike up the steep peak - a distance of five miles each way - will be an annual feature of the Y's summer program. It will be open to climbers of the ages of 14 and up.

Prior to the ascent from Diamond Lake road 31 miles from here, Armen instructed the group on precautions to be taken.

Three-dimensional slides were taken during their hike.

At the summit which is a sharp peak on which only two persons can stand at one time each mem-

ber of the party signed a book that was enclosed in a box.

The hikers reported that large birds - believed to be hawks - flew within feet of the hikers giving them a thrill and a "scare."

The last perilous 300 feet also provided thrills for the group.

Leaving Klamath Falls at 4 a.m. by motor vehicle they began their climb at 5 a.m., and returned to the base of the mountain at 1 p.m.

Following their climb, swimming was enjoyed in Diamond Lake. They then toured Crater Lake National Park and were back in Klamath Falls at 5 p.m.

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