

Klamath Basin Water Users Propose Changes In Link River Contract

(Continued from page 1)

(b) **KLAMATH WATER** — The water lying or flowing in or which has been diverted from Upper Klamath Lake, Link River, Lake Ewauna, Lost River, Klamath River, or their tributaries, or water that is pumped from underground sources for use on land within the Upper Klamath River Basin.

(c) **IRRIGABLE LAND** — All land of the United States lying in the Upper Klamath River Basin, and all land in the Upper Klamath River Basin lying within any public district or association which have contracted or hereafter contract and any land of individuals or corporations which have con-

tracted or hereafter contract with the United States, pursuant to the water service or for the construction of irrigation, drainage, or other reclamation works, and all other land in the Upper Klamath River Basin which is now or in the future may become irrigable.

2. Copco shall operate and maintain for a period of fifty (50) years from the effective date hereof, 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 4143.3 and 4137. (Reclamation Service Datum), but the water level 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 must be maintained in order to protect the irrigation and reclamation requirements of Irrigable Land and whenever the elevation of the lake drops to a point two-tenths of a foot below the elevation specified by the Contracting Officer, 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.

3. 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. Copco shall insure a flow of not less than 1500 c.f.s. during the months of June, July, and August of each year and 1200 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.

4. 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 by Copco of Link River Dam and the regulation and control by Copco of Upper Klamath Lake herein provided for.

5. 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.

6. 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.

7. 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 irrigable lands 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 Irrigable Land lying within Butte Valley.

8. At the end of said fifty (50) year period of Copco's control and operation of the dam, or on any sooner termination of this contract, all of Copco's rights hereunder shall terminate. On such termination, all rights and easements of Copco as they relate to dykes, levees, and flowage, shall become the property of the United States.

9. 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.

10. The failure of Copco to comply with 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 affect the rights which Copco now has in the waters of Link River and Klamath River.

11. 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 sixty (60) days after execution of this contract, the United States may, within sixty (60) days, terminate this contract on thirty (30) days' notice to Copco.

12. 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.

13. 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 forms 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.

14. 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.

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

16. Copco warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent 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.

17. 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.

THE UNITED STATES OF AMERICA
By Secretary of the Interior
THE CALIFORNIA OREGON POWER COMPANY
By _____
STATES OF CALIFORNIA AND OREGON
SPECIAL GOVERNMENT POW.

ER. RATE UNDER CONTRACT DATED BETWEEN UNITED STATES OF AMERICA AND THE CALIFORNIA OREGON POWER COMPANY AGRICULTURAL POWER SERVICE — RATE SCHEDULE "A"

This rate schedule shall be applicable only to pumping Klamath Water for use on Irrigable Land and for drainage of Irrigable Land. TERRITORY: Applicable to the Upper Klamath River Basin.

RATE:
65 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.
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 nominal voltages consistent with those in effect elsewhere in the territory served by Copco.

(4) 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.

(5) 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 Sumps and Lower Klamath Lake Sumps and any drains leading thereto and 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".

RATE:
On-peak pumping — eight (8:00) a.m. to eight (8:00) p.m. of each day except Saturdays, Sundays and legal holidays — four (4) 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 Saturdays, Sundays and legal holidays — two (2) 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.

Church Guild Holds Meeting

TULELAKE—Mrs. Walter Johnson, Mrs. Jeff Taylor and Mrs. Marvis Keyser were hostesses to the Guild of the Tulelake Community Presbyterian Church at the home of Mrs. Johnson on August 17. The meeting was held in the evening with 21 members and guests present.

Mrs. Clifford Grove conducted the meeting as president. The program included a musical discussion on Indian affairs led by program chairman, Mrs. Carl Jensen. There was also a short discussion by Mrs. Kenneth Lambie, Klamath Falls, on what the Klamath Falls Council of Church Women plan for their winter program. She gave an invitation to the Lower Klamath Basin Council of Church Women to visit the meetings of the Klamath Falls council when these programs are presented.

Plans for the float to be entered by the Tulelake Presbyterian Church in the parade being sponsored by the Tulelake-Butte Valley Fair were discussed.

The next meeting will be held at the Dan Crawford Sr. home on September 7 at 1:30 p.m. The program will be a musical discussion by Mrs. A. E. Ryckman with further discussion of Indian affairs.

Guests at the last meeting were Mrs. Kenneth Lambie, president of the Klamath Falls Council of Church Women and Mrs. Palmer Gunderson of the same council and the World Day of Prayer chairman.

Farm Bureaus' Meeting Planned

The annual meeting of Klamath County farm bureaus centers will be held at Klamath County Fairgrounds Monday, September 5. New officers for the coming year will be elected and installed. Current president is Randall Pope Jr., of Merrill. Fred Rueck will be installing officer.

The six centers represented will be Klamath Falls, Henley, Merrill, Malin, Langell Valley and Bonanza. At least 100 members are expected to attend.

State President Ben Robinson of Imbler in Union County, Oregon, has accepted the group's invitation to be present at the annual meeting.

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