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United States
Department of the Interior
BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGIONAL OFFICE

Palisades Project, Idaho

(Project or office)

RECORD OF EXECUTION OF CONTRACT

Contractor State of Wyoming
Contract No. e1-07-10-W0823 e Date of contract October 31, 1990
Estimated amount involved \$567,270.00 e e
Purpose Provide Wyoming 33,000 acre-feet of space in Palisades Reservoir, which Wyoming
may use, insofar as can be accomplished through project operations, to provide instream
flows below Jackson Lake, to maintain higher lake levels in Jackson Lake, to provide
replacement storage as required by the Snake River Compact, or for other purposes as
Remarks: Wyoming may desire.
Remarks: Basis of Negotiation approved by Commissioner July 13, 1989.

Place Boise, Idaho Date 1-25-91

1. e Contract transmitted to Field Solicitor for legal approval.

Max E. Vandenberg

Regional Supervisor
of Water, Power,
and Lands

(Title)

Place Boise, Idaho Date 2/11/91

2. e Contract given legal approval.

F. Hockberger

Field Solicitor

3. Contract executed and transmitted to the following:

Original contract PN 360

~~Duplicate original to contractor~~

Copy to: State of Wyoming Water Development Commission

State of Wyoming, State Engineers Office

Project Superintendent, Minidoka Project Office, Burley ID

PN 440 (2), 933 (V.R.)

Commissioner, Washington DC, Attention: W-6400 (7456-MIB) (2)

Assistant Commissioner - Resources Management, Denver CO, Attention: D-5411e
Field Solicitor, Boise ID

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Palisades Project, Idaho

REPAYMENT CONTRACT WITH THE STATE OF WYOMING FOR STORAGE
CAPACITY IN PALISADES RESERVOIR

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Contract No. 1-07-10-W0823

UNITED STATES
DEPARTMENT OF INTERIOR
BUREAU OF RECLAMATION

Palisades Project, Idaho

REPAYMENT CONTRACT WITH THE STATE OF WYOMING FOR STORAGE
CAPACITY IN PALISADES RESERVOIR

THIS contract, made this 31st day of October , 1990, between the UNITED STATES OF AMERICA, hereinafter called the United States, acting through the Secretary of Interior or his duly authorized representative, represented by the Contracting Officer executing this contract, and pursuant to the Federal Reclamation Laws, and THE STATE OF WYOMING, hereinafter called the Contractor or Wyoming, represented by the Governor of Wyoming.

WITNESSETH, THAT:

Explanatory Recitals

a. WHEREAS, The United States has constructed the Palisades Project, including Palisades Dam and Reservoir, under the Act of Congress of September 30, 1950 (P.L. 864, 81st Congress) which reauthorized the Palisades Project, hereinafter called the Project, as a participating project of the Minidoka Project, Idaho-Wyoming. The United States operates the Project for the authorized purposes of irrigation, power, flood control, recreation, and fish and wildlife; and

b. WHEREAS, there is currently uncontracted space in Palisades Reservoir; and

c. WHEREAS, the States of Idaho and Wyoming have agreed to allocate the waters of the Snake River under terms of the Snake River Compact, hereinafter called the Compact, signed October 10, 1949; and

d. WHEREAS, under the Compact, four percent of the waters of the Snake River, measured at the common boundary, exclusive of established Wyoming rights and other specified uses, are allocated to Wyoming; and

e. WHEREAS, under the Compact, one-half of the four percent, or two percent, may be used in Wyoming without requirement for replacement storage space; and

f. WHEREAS, under said Compact, in order for Wyoming to use or store the remaining two percent, replacement storage in the amount of one-third of such use is to be provided for the benefit of existing Idaho water users; and

g. WHEREAS, the UNITED STATES has estimated that four percent of the waters of the Snake River, at the Idaho-Wyoming border, is approximately 200,000 acre-feet in any given year, and one-third of one-half of four percent amounts to about 33,000 acre-feet of water; and

h. WHEREAS, the United States has administratively set aside 33,000 acre-feet of space in Palisades Reservoir as replacement storage; and

i. WHEREAS, The State of Wyoming desires to contract for the purchase of 33,000 acre-feet of uncontracted space in Palisades Reservoir to provide long term security to Wyoming for basin-wide management of the allocated water resources for both consumptive and nonconsumptive uses;

NOW, THEREFORE, in consideration of the mutual and dependent covenants and conditions contained herein, it is agreed hereto as follows:

GENERAL DEFINITIONS

2. The following terms, whenever used in this contract, shall have the following meanings:

(a) "Secretary" or "Contracting Officer" shall mean the Secretary of Interior or the duly authorized representative.

(b) "Federal Reclamation Laws" shall mean the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplemental thereto, including the Acts of September 30, 1950 (Public Law 864, 81st Congress, 2d Session), and the Reclamation Reform Act of 1982 (Public Law 97-293).

(c) "Advisory Committee" shall mean the committee defined by article 24 of this contract.

(d) "Irrigation season" shall mean a period of each year beginning April 1 and ending October 31, of that year.

(e) "Storage season" shall mean the period beginning October 1 of one year and ending during the next year when no more water is available for storage.

(f) "Reservoir system" shall mean the existing and authorized Federal reservoirs on the Snake River and its tributaries down to and including Lake Walcott.

Recital i
Article 2

(g) "Upper valley" shall mean the irrigated acres of the Snake River Basin that are served by canals diverting from the Snake and its tributaries above American Falls Dam.

(h) "Lower valley" shall mean the irrigated acres of the Snake River Basin that are served by canals diverting from the Snake River and its tributaries between American Falls Dam and Milner Dam.

(i) "Watermaster" shall mean the designated official of the State of Idaho who represents Water District No. 1.

PURPOSE AND SCOPE OF CONTRACT

3. (a) The purpose of this contract is to provide Wyoming 33,000 acre-feet of space authorized for storage of water in Palisades Reservoir, which Wyoming may use, insofar as can be accomplished through coordinated project operations, to provide instream flows below Jackson Lake Dam, to maintain higher lake levels in Jackson Lake, to provide replacement storage as required by the Compact or for such other purposes as Wyoming may desire.

(b) This contract is intended to provide Wyoming rights as near identical to those provided to other Palisades Reservoir spaceholders, with the exception being the purpose of use to which the yield may be put as described in this article and in article 9.

(c) Nothing in this contract shall diminish the contract rights of other Palisades Reservoir space holders.

PALISADES RESERVOIR CAPACITY AVAILABLE TO WYOMING

4. The United States operates and maintains Palisades Dam and Reservoir. Beginning with the first irrigation season following execution of this contract the United States will make available to Wyoming the stored water accruing to two and seven hundred and fifty thousandths percent (2.750%) of the active capacity of Palisades Reservoir, within the limits and on terms and conditions provided in this contract. That percentage shall, so long as the reservoir has an active capacity of 1,200,000 acre-feet, be treated as the equivalent of 33,000 acre-feet of active capacity. The 33,000 acre-feet of space may, however, be adjusted from time to time by agreement between the Secretary and the Advisory Committee whenever there are determinations that the active capacity is other than above stated.

INVESTMENT CHARGE OBLIGATION

5. (a) Wyoming shall pay to the United States for the use of the space as provided in article 4, as the total investment charge obligation, the sum of five hundred sixty seven thousand two hundred and seventy dollars (\$567,270). This obligation is comprised of the Palisades Project allocated irrigation construction cost at the rate of sixteen dollars and forty cents per acre-foot (\$16.40), plus the allocated interest during construction cost at the rate of seventy nine cents (\$.79) per acre-foot. Such rates, determined by the Secretary, when applied to the 33,000 acre-feet of space are equivalent to an irrigation construction obligation of five hundred forty one thousand two hundred dollars (\$541,200), and an interest during construction obligation of twenty six thousand and seventy dollars (\$26,070).

(b) The total investment charge obligation shall be paid to the United States prior to June 30, 1991, contingent upon approval by the Wyoming Legislature. If the Legislature does not approve this contract by that date, this contract shall become null and void. Such payment shall constitute full repayment of the investment obligation associated with the 33,000 acre-feet of Palisades Reservoir space.

(c) In the event the Secretary determines that additional investments are required to insure and sustain the operation and use of Palisades Dam and Reservoir, including any costs which might be required under various safety-of-dams programs, Wyoming shall repay its appropriate share. Such requirements shall be in addition to obligations specified in article 5(a) of this contract.

OPERATION AND MAINTENANCE OBLIGATION

6. (a) Wyoming, during the period of operation and maintenance of Palisades Dam and Reservoir by the United States, shall pay to the United States in advance two and seven hundred and fifty thousandths percent (2.750%) of the costs of operating and maintaining Palisades Dam and Reservoir, including whatever costs may be incurred in the delivery of water therefrom, which are apportionable to the storage rights therein. In determining the total costs annually apportioned to the storage rights there shall be deducted from the total annual costs of operation and maintenance of the dam and reservoir, those costs which are determined to be properly chargeable to other purposes served by the reservoir and for which other provision for repayment, in whole or in part, is made pursuant to law and policy. The costs

apportionable to the storage rights shall be distributed annually to all storage space that is made available for use.

(b) Beginning with the first irrigation season following execution of this contract, payment of Wyoming's share of operation and maintenance costs of Palisades Dam and Reservoir shall be made for each calendar year on the basis of annual estimates by the Secretary. The notice of these annual estimates, hereinafter referred to as the operation and maintenance charge notice, shall contain a statement of the estimated cost of operation and maintenance of the dam and reservoir to be incurred in the calendar year involved, and the amount of Wyoming's share of those estimated costs. The operation and maintenance charge notice shall be furnished to Wyoming on or before February 1 of the calendar year for which the notice is issued, but, when requested by Wyoming, a preliminary estimate shall be given at such earlier date as is agreed in writing. Wyoming shall pay the amount stated in the notice on or before April 1 of the year for which it is issued or such other date as may be agreed on in writing.

(c) Whenever, in the opinion of the Secretary, funds so advanced will be inadequate to meet Wyoming's share of the cost of operating and maintaining the dam and reservoir, a supplemental operation and maintenance charge notice will be given, stating therein the amount of Wyoming's share of the additional funds required, and Wyoming shall advance the additional amount on or before the date specified in the supplemental notice. If funds advanced by Wyoming under this article exceed Wyoming's share of the actual costs of operation and maintenance of the dam and reservoir for the year for which advanced, the surplus shall be credited on the operation and maintenance charges to become due for succeeding years.

UNITED STATES NOT LIABLE FOR WATER SHORTAGE

7. In the event that there is a shortage of project water resulting from inadequate precipitation or forecasting, inaccuracy in distribution or hostile diversion by third parties, prior or superior claims, or other similar causes, no liability shall accrue against the United States, or any of its officers, agents, or employees for any damage, directly or indirectly arising therefrom, and the payment to the United States provided for herein shall not be reduced because of such shortage. In the event of such shortages, uses of reservoir capacity, and water uses will be in accordance with priorities established by the Secretary.

TITLE TO PALISADES PROJECT TO REMAIN WITH UNITED STATES

8. (a) Title to the Palisades Project, including all works incidental and appurtenant thereto, shall remain with the United States.

(b) All revenues derived from the use or sale of power and energy developed at Palisades, including the existing as well as any future powerplants, as well as miscellaneous revenues realized in connection with the operation of the project shall be and remain the property of the United States.

RIGHT TO USE OF STORAGE CAPACITY

9. (a) For uses within the State of Wyoming, Wyoming shall have the sole and perpetual right to use the storage capacity purchased by it under this contract and to subcontract with others for use of said storage capacity. Agreements made by Wyoming with others shall be subject to the provisions of this contract, and a copy shall be filed with the Secretary, prior to being executed by Wyoming.

(b) Any use of water within the State of Idaho shall be according to the provisions of article 15 herein.

NATURE AND EXTENT OF PALISADES STORAGE RIGHT

10. (a) Beginning with the irrigation season indicated in article 4, Wyoming shall be entitled to have the following storage rights in Palisades Reservoir:

(1) The right to have stored to its credit during each storage season, two and seven hundred and fifty thousandths percent (2.750%) of all stored water in Palisades Reservoir during that season under the Palisades storage right.

(2) The right to have held over from one irrigation season to the next, stored water to which it is entitled. The total amount of stored water to Wyoming's credit at any time shall not, however, exceed the total amount of space in Palisades Reservoir available to Wyoming under this contract, and Wyoming's storage rights in Palisades Reservoir are hereby made subject to the provisions of (c) of this article.

(b) Stored water available under the rights in Palisades Reservoir created by this contract shall be available for delivery to Wyoming within these limitations:

Deliveries shall be limited at any time to the amount which can be delivered by means of Wyoming's proportionate share of the outlet capacity, taking into account the requirement of passing through the reservoir water belonging to prior rights and the physical limitations of the existing outlet works.

(c) Under the provisions of the Act of September 30, 1950, the active capacity of Palisades Reservoir will be used jointly for irrigation and flood control storage in accordance with the operating plan set forth in House Document No. 720, 81st Congress, as that plan is implemented by rules of and regulations issued pursuant to section 7 of the Act of December 22, 1944 (58 Stat. 890). All of Wyoming's storage rights are subject to the operation of the reservoir in accordance with this subarticle. In the event Palisades Reservoir fails to fill during any storage season by reason of such flood control operations, the amount of shortage so attributable shall be prorated equally over all space allocated to storage of water for irrigation, municipal, or other miscellaneous purposes and shall be charged against all stored water including that, if any, carried over from prior irrigation seasons.

(d) Water ordered for use by Wyoming can be exchanged and delivered from Jackson Lake pursuant to this contract and shall be under the control of Wyoming only from the point of release immediately below Jackson Lake Dam to the Wyoming-Idaho border. Below this point and under the operation described in this subsection, Wyoming relinquishes all rights to use of the water in Idaho.

(e) An operating agreement will be developed between Reclamation and the State of Wyoming to cover the operation of Jackson Lake and Palisades Reservoirs and the delivery of Wyoming's water.

OBLIGATION UNDER SNAKE RIVER COMPACT

11. The 33,000 acre feet of space hereby contracted for by Wyoming is space held by the United States to meet replacement requirements under article III A.2. of the Snake River Compact, signed October 10, 1949. This contract does not affect the Snake River Compact.

SAVING OF WINTER WATER; SPECIAL STORAGE RIGHT

12. (a) Certain water users organizations have contracted with the United States to make, for a period of 150 consecutive days during the period from November 1 through April 30 of each storage season, no diversions of water from the Snake River or any of its tributaries by means of its existing diversion works or by any other means.

(b) The total savings of water during each storage season as the result of curtailment of winter diversions by the water users organizations diverting from the Snake River who have contracted with the United States to curtail or cease diversions is agreed to be 143,000 acre-feet, of which 135,000 acre feet are attributable to curtailments by those diverting above American Fall Dam and 8,000 acre feet below that point. Wyoming, not participating in the winter water savings program, shall be entitled to no storage in Palisades Reservoir by reason of the program set out in this article.

(c) The right to store water pursuant to this article shall be prior in time over the storage rights held by the United States for American Falls Reservoir (the latter having a priority dated March 30, 1921), or any storage rights held by the United States or Wyoming that are junior to the American Falls rights. Wyoming hereby consents to the granting of special storage rights with a like priority to all water users organizations and all water users who, directly or indirectly, contract to curtail storage season diversions substantially as provided in (a) of this article within these maxima, as to special storage rights:

(1) For water users organizations and water users diverting above American Falls Dam -- 135,000 acre feet.

(2) For water users organizations and water users diverting between American Falls Dam and Milner Dam -- 8,000 acre feet, exclusive of the special storage rights described in (d) of this article.

(d) Wyoming also hereby consents to permitting the North Side Canal Company and the Twin Falls Canal Company to store, in either American Falls or Palisades Reservoir, during the months of November through March of any storage season under a priority like that provided in (c) above, water that would otherwise accrue to them within these rights:

The rights of the North Side Canal Company and of the Twin Falls Canal Company, respectively, to divert at Milner Dam for domestic and livestock uses during those months as follows:

North Side Canal Company.....126,000 acre feet

Twin Falls Canal Company.....150,000 acre feet

within this limitation:

If, taking account of all storable water whether stored or not, Palisades and American Falls reservoirs fail to fill during any storage season, any water diverted during that storage season by the North Side Canal Company in excess of 126,000 acre feet (but not to exceed the amount of deficiency in fill), and by the Twin Falls Canal Company in excess of 150,000 acre feet (but not to exceed the amount of deficiency in fill), will be charged as of the end of that storage season against the allotment of American Falls storage to these respective companies.

This limitation in the case of the North Side Canal Company became effective the date Palisades became operative, but in the case of the Twin Falls Canal Company became operative in the first year in which that company exercised the special storage provision to which consent is here given.

WINTER POWER OPERATION; MINIDOKA POWERPLANT

13. (a) The United States, in its operation of American Falls and Minidoka dams during the storage season of each year is required to pass through enough water to satisfy existing diversion rights in the stretch of river down to and including Milner Dam and certain power rights below Milner Dam, and has the privilege under an existing decree to use at Minidoka Dam 2,700 cubic feet per second of water for the development of power. While the United States must operate the American Falls and Minidoka dams so as not to interfere with these third-party rights, it will be the objective of the United States in the operation of both its American Falls and Minidoka dams to curtail the release of additional water from American Falls Reservoir for power production at the Minidoka Powerplant during the storage season of any year whenever operation of the powerplant to the full extent of the water rights for power production would result in loss of irrigation water otherwise storable in the reservoir system. Accordingly, except as it is determined by the Secretary that additional water may be passed through American Falls and Minidoka dams without the loss of water that could be stored for irrigation in the reservoir system, the United States will, during each storage season, and continue so long as the provisions of (c) of this article remain operative, limit the release of water through those dams as follows:

To the amount of water required to provide flows below Minidoka Dam sufficient to meet existing diversion rights in the reach of the river through Milner Dam and the power rights required to be recognized under the provisions of the contract of June 15, 1923, between the United States and the Idaho Power Company (Symbol and No. Ilr-733), as those diversion and power rights may be modified from time to time.

To the extent that it is practicable to do so, the Advisory Committee will be informed in advanced of any plans for the release of water in excess of the foregoing limitations; and that Committee will be furnished written reports as of the close of the storage season of each year showing, among other things, the releases actually made and the minimum, releases required to be made.

(b) Curtailment of releases as provided in (a) of this article will result in there being, in some years, additional water available for storage for irrigation purposes in American Falls, Island Park, and Palisades reservoirs. In any storage season when these reservoirs fail to fill, the saved water attributable to such curtailment shall be credited, first, to Island Park Reservoir to the extent of 45,000 acre-feet without regard to the priority of the storage permits held for that reservoir, and thereafter to American Falls, Island Park, and Palisades reservoirs in the order of priority of their respective storage permits, the crediting to Island Park Reservoir

and to any storage right in any other reservoir (except the lower valley exchanged space in American Falls Reservoir) being contingent on the owners of these rights obligating themselves for their share of the annual payments for power replacement in keeping with the provisions of (e) of this article.

(c) For the purposes of this contract and without relinquishment of any part of the power rights herein described, it is assumed that but for curtailment of operations as provided in (a) of this article, units 1 through 6, or any replacement units of the Minidoka powerplant would be operated during the storage season of each year to the maximum extent practicable within the limits of the power rights therefor (2,700 second-feet as decreed by the District Court of the Fourth Judicial District of Idaho on June 20, 1913, in the case of Twin Falls Canal Company v. Charles N. Foster et al.) and that in consequence of operations under this article there may be losses in the production of power and energy at that plant. To offset such losses, the United States will, as nearly concurrently as practicable, make replacement by the delivery of power and energy into the Minidoka power system at the Minidoka powerplant from other interconnected Federal powerplants being operated under the Federal Reclamation Laws. Payment for such replacement power and energy shall be made by Wyoming and all other contractors having reservoir rights benefiting from the water savings resulting from operations under the provisions of (a) of this article in annual amounts determined as follows:

(i) The payment for any year shall be the product, in dollars, of the then controlling average annual replacement requirement, in kilowatt-hours, times the price per kilowatt-hour, figured at 100 percent load factor, under the then existing rate schedule for the sale of firm power and energy from the plant or plants involved.

In determining replacement requirements under this article, no account is intended to be taken, by way of offset or otherwise, of the effect of any reservoir system storage operations on the seventh unit of the Minidoka powerplant.

(d) The average annual replacement requirement shall be the average of the annual replacement requirements of each year of the 20-year period ending on September 30 of the prior year. In deriving this average there shall be used, as annual net power production losses for each year, a net power production loss calculated on the basis of the comparison of (1) the total energy that could have been produced by units 1 through 6, or any replacement units, of the Minidoka powerplant based on the water flows actually recorded at the U.S.G.S. Minidoka gaging station (hereinafter called the Minidoka gage), corrected as hereinafter provided, and (2) the energy which theoretically could have been generated at those units with the flows at the Minidoka gage without a curtailment in winter power operation as provided in this article and exclusive of irrigation storage releases. Using

conclusions reached as to flows and heads, the power loss calculations will be made by utilizing the power production curves shown in drawing No. 17-100-139 as shown in the document entitled "Criteria and Method for Determination of Certain Minidoka Powerplant Production Losses from Restrictions on Use of Water Rights," but increases in energy in any year by reason of taking American Falls storage into account as provided in subparagraph (iii) of this subarticle (d) shall be accounted for as compensating offset up to but not exceeding energy losses accruing in that year by reason of curtailment in power operations under this article.

To correct flows under (1) above, all storage releases except American Falls shall be excluded and the measure of American Falls storage passing the Minidoka gage shall be the increase in storage at that gage over that computed at the Blackfoot gaging station as shown in the annual report entitled "Annual Report, Watermaster's Report of Water District No. 1, Snake River and Tributaries above Milner" ^{1/}, the latter further corrected for any American Falls storage that may have been present by reason of having been stored temporarily upstream and that portion of Palisades storage which was diverted above the Minidoka gage. In measuring American Falls storage, it shall be assumed that storage is released from downstream reservoirs first. The flow at the Minidoka gage without storage shall be taken to be the normal flow at that gage as shown by that same report. In determining water flows, with and without curtailment of power operations as provided by this article, these assumptions shall be used with respect to units 1 through 6, or any replacement units, of the Minidoka powerplant:

^{1/} Previously referred to as the "Water Distribution and Hydrometric Work, District 01, Snake River, Idaho."

(i) There is a right for power production to maintain a flow of 2,700 second-feet at Minidoka Dam during the storage season of each year in accordance with the decree entered June 20, 1913, supra, if that flow, disregarding the storage of saved water in the reservoir system under the provisions of this article, would be available at Minidoka Dam.

(ii) There is a right to use, within the hydraulic capacity of these units, whatever natural flow passes Minidoka Dam during each irrigation season.

(iii) Although there is no right to have water stored under American Falls Reservoir rights released for power production, during the period that such storage is being released for irrigation there will be more energy produced by these units than is attributable to the natural flow rights therefor, which shall be taken into account as a compensating offset as provided above in this subarticle (d).

To determine controlling power heads, the effective power head for any period shall be derived on the basis of recorded forebay and tailwater elevations for that period.

The foregoing criteria for determinations of annual net power production losses may be changed from time to time but only if the changes are made in writing with the approval of the Secretary, the Advisory Committee, and the boards of directors of both the Burley and Minidoka irrigation districts. Determinations as to net power production losses for each year and the average annual replacement requirement under this article shall be made by a committee of three comprising the state watermaster of District No. 1, a representative to be selected jointly by the Burley and Minidoka irrigation districts and the North Side Canal Company, Ltd., and the officer of the United States in charge of the Minidoka Project, but, should that committee fail to make a determination for any year by January 1 of the year for which the determination is required, it may be made by the Secretary.

(e) The annual payment determined as provided in this article shall be apportioned among the benefiting reservoirs as follows: (i) beginning with the first full storage season of Palisades operation, seventy-eight percent (78%) to American Falls, twelve percent (12%) to Island Park, and ten percent (10%) to Palisades. The amount apportioned to each reservoir shall be accounted for as part of the operation and maintenance costs for which provisions for payment for Wyoming's share is made elsewhere in this contract. The amount apportioned to American Falls Reservoir shall be distributed equally over all space available for irrigation storage, excluding the lower valley exchanged space but including in lieu thereof the upper valley exchanged space in Jackson Lake Reservoir.

(f) If the owners of any storage rights to benefit from the operation of this article fail to obligate themselves for their share of the annual payments for power replacement, hereunder, the saved water creditable to such rights and the power replacement costs chargeable thereto shall be redistributed according to a formula to be agreed on in writing between the Advisory Committee and the Secretary. Such formula shall, however, be as nearly consistent as practicable with the formula that would control but for such redistribution.

RULES, REGULATIONS, AND DETERMINATIONS--COMPLIANCE WITH RECLAMATION LAWS

14. (a) The parties agree that the delivery of water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary under Reclamation law.

(b) The Secretary shall have the right to make determinations necessary to administer this contract that are consistent with the expressed and implied provisions of this contract, the laws of the United States and the States of Idaho and Wyoming, and the rules and regulations promulgated by the Secretary.

(c) Contracts made by Wyoming with others shall be subject to the provisions of this contract, and a copy shall be filed with the United States. The United States shall be afforded an opportunity to review all contracts prior to execution by Wyoming.

RENTAL OF WATER

15. (a) For use in Idaho, Wyoming may rent stored water only through the Idaho Water Bank (Idaho Code, Section 42, 1761-1766) which has accrued to its credit in Palisades Reservoir, but such rentals shall be for terms not exceeding 20 years and at rates to be approved in advance by the Secretary and the Advisory Committee. Rates shall not exceed the annual cost under Wyoming's obligation, when computed on an annual basis, to the United States which are properly apportionable to such water, plus an amount sufficient to cover other annual costs of Wyoming which are properly apportionable thereto.

(b) Stored water in Palisades Reservoir ordered by Wyoming and released by exchange from Jackson Lake cannot be placed in the Idaho Water Bank for rental.

POINTS OF DELIVERY OF WATER MEASUREMENT AND LOSSES

16. (a) Stored water to which Wyoming is entitled under this contract will be delivered and measured at the outlet of the reservoir from which the water is actually delivered, without regard to whether it is water accruing to storage rights in the reservoir. Wyoming will bear all losses chargeable to such water between the outlet of the delivering reservoir and Wyoming's point of diversion from the river.

(b) In addition to other specific provisions as to the distribution of losses chargeable to stored water, there shall be charged against stored water held under this contract to the credit of Wyoming in any reservoir of the system at the end of any irrigation season one and one-half percent (1.5%) to offset evaporation losses. Such charge shall be made as of not later than the end of the ensuing storage season.

PAYMENT OF COSTS IN DELIVERY AND DISTRIBUTION OF STORED WATER

17. (a) Wyoming shall pay, in addition to its proportionate share of the costs of operation and maintenance of the Palisades Reservoir as provided under article 6 of this contract, its proportionate share of all costs of the delivery and distribution of water beyond the outlet works of the delivering reservoirs. These costs shall include, with respect to costs incurred by the United States, all costs and expense of whatsoever nature or kind in connection with, growing out of, or resulting from the distribution of stored water, the protection of stored water between the reservoir and the points of diversion from the river including the prevention of diversion of such water by parties not entitled thereto. Whatever costs of this character are incurred by the United States shall be distributed among Wyoming and all others on whose behalf such costs have been incurred on the basis that the operation and maintenance costs of the reservoir from which the water was delivered are distributed among the various rights. Unless otherwise agreed in writing by the Secretary and the Advisory Committee, such costs shall be paid annually and for billing purposes shall be included as part of the operation and maintenance costs under article 6 of this contract.

(b) Wyoming shall also pay its proportionate share of the costs incurred by the watermaster in the delivery and distribution of water in accordance with the provisions of article 20 to the extent that those represent costs incurred other than by the activities of the United States in the delivery and distribution of water. The costs will be apportioned and paid in accordance with the provisions of the laws of the State of Idaho.

SYSTEM RESERVOIR OPERATIONS FLEXIBILITY

18. (a) The United States operates and maintains a reservoir system on the Snake River including Jackson Lake, Palisades, American Falls, Minidoka, Island Park, Ririe, and Grassy Lake Dams and has certain operational flexibilities with respect to water storage, reservoir releases, and river flows.

(b) To the extent possible, the United States will operate the reservoir system to deliver water ordered pursuant to this contract. Daily accounting of storage ownership and use will assure that flow releases are properly charged to Wyoming storage and that nonparties to this agreement are not charged.

TEMPORARY STORAGE AND EXCHANGE OF WATER: RELEASE OF JACKSON LAKE
AND PALISADES WATER FOR POWER PRODUCTION

19. (a) It is the purpose of the United States and the water users having storage rights in the reservoir system (including Wyoming) to have the reservoir system so operated as to effect the greatest possible conservation of water. In keeping with this purpose, the endeavor will be to hold stored water in reservoir system space that is farthest upstream. Water in storage in any of the reservoirs of the system may, however, when the watermaster, and the Advisory Committee determine this to be in the interest of water conservation, be held temporarily in unoccupied space in any other reservoir of the system. And Wyoming hereby consents to the making, with the approval of the watermaster, of annual exchanges of stored water among the various reservoirs of the system. No such temporary holding of water or such annual exchanges shall, deprive any entity of water accruing to space held for its benefit.

(b) During any storage season, the United States, after consultation with the Advisory Committee, may release stored water from Palisades Reservoir for the maintenance of power production at Palisades dam powerplant and may store such water in American Falls Reservoir. The release of such water will be confined, however, in storage seasons when it appears that American Falls, Palisades, and Jackson Lake reservoirs will fail to fill, to water required for the maintenance of a minimum firm power production (estimated to be about 11,000,000 kilowatt-hours per month at an average production of 15,000 kilowatts) and which can be stored in American Falls Reservoir; and no such release shall be made that will preclude the later delivery of water, by exchange or otherwise, to the upper valley entities entitled thereto.

ORDERING OF WATER

20. The ordering of stored water shall be effected by Wyoming by notifying the Superintendent, Minidoka Project, giving notice a period in advance, of the amount of water, within the limits of its water entitlements, to be delivered during each day. At the beginning of each calendar year Wyoming shall designate in writing to the Superintendent, Minidoka Project, the Wyoming official responsible for ordering water under this contract. The District 1 watermaster will be responsible for determining from day to day the amount of stored water required to be released from the various reservoirs of the system to comply with the requirements of Wyoming and all other entities entitled to the delivery of stored water only in response to orders from the watermaster. The watermaster shall be responsible for the accounting of all diversions. Diversions by Wyoming in excess of entitlements shall be charged

against stored water subsequently accruing to Wyoming's credit under this contract or any other contract with respect to storage in the reservoir system.

COMPLAINTS REGARDING WATER SUPPLY

21. The United States and its officers, agents and employees in charge of reservoirs in the reservoir system and the watermaster will use their best efforts and best judgment to deliver to Wyoming its proportionate share of the water to which it is entitled under this contract. Should Wyoming feel aggrieved because of an alleged mistake or inaccuracy in the delivery of water or in the division of stored water among the parties entitled to such water from the reservoir system, then Wyoming shall immediately report such alleged mistake or inaccuracy to the watermaster and to the Superintendent, Minidoka Project. If it is subsequently determined that Wyoming's proportionate share of stored water is not being delivered, the error will be corrected as early as possible. To the extent permitted by State and Federal law, no liability, however, shall accrue against the United States, its officers, agents or employees, or the watermaster for damage, direct or indirect, arising by reason of shortages in the quantity of water available through the reservoir system by reason of drought, inaccuracy in distribution or hostile diversions by third parties, prior or superior claims, accident to or failure of the facilities comprising the reservoir system, whether or not attributable to negligence of officers, agents or employees of the United States, or to other similar causes of whatsoever kind. Nor shall Wyoming's obligations under article 6 to the United States under this contract be reduced by reason of such shortages or interruptions.

PROTECTION OF WATER RIGHTS

22. In case any dispute arises as to the character, extent, priority or validity of any of the storage rights held in the name of the United States for the benefit of Wyoming in connection with its rights under this contract, the United States may, independently of Wyoming, bring and prosecute judicial proceedings for the determination of such dispute, and take all other measures necessary toward the defense and protection of its water rights, and such protection may be brought and prosecuted by Wyoming.

REFUSAL TO DELIVER WATER IN CASE OF DEFAULT

23. No water available to Wyoming under this contract shall be delivered to or for Wyoming if Wyoming is in arrears in the advance payment of operation and maintenance charges owed to the United States, if any, or more than twelve (12) months in arrears in the payment of any other amount owed to the United States under this contract. The provisions of this article are not exclusive and shall not in any manner prevent the United States from exercising any other remedy given by this contract or by law to enforce the collection of any payments due under the terms of this contract.

ADVISORY COMMITTEE

24. (a) In its operation and maintenance of the various dams and reservoirs of the reservoir system, the United States, acting through the Regional Director of the Bureau of Reclamation or his designee or such other officer as may be designated in writing by the Secretary, shall consult from time to time with the Advisory Committee on the various matters specifically requiring consultation under the terms of this contract and on such other matters as will have a substantial bearing on the determination of the amount

of stored water to be available in the various reservoirs and on the costs of operation and maintenance of these reservoirs which are required to be borne by the space allocated to irrigation storage. The representative of the United States will meet with the Advisory Committee from time to time, but not less often than two times each year, at such dates and places as may be fixed by the Advisory Committee.

(b) Informal memoranda concerning working arrangements for the carrying out of the provisions of this article may be entered into from time to time between the Regional Director or other designated representative of the Secretary and the Advisory Committee.

(c) The Advisory Committee is agreed to be the Committee of Nine, as that committee may be constituted from time to time. The Committee of Nine shall continue to function as the Advisory Committee under this contract until a different representative body has been designated by a vote of the majority of the water users voting at any regular annual meeting of the water users of District No. 1, held as provided by law. Further designations of bodies to serve as the Advisory Committee may be made from time to time by this same election process.

NOTICES AND DESIGNATION OF RESPONSIBLE AGENCIES

25. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, with the exception of the ordering of water provision in article 20, when mailed, postage prepaid, or delivered to the Regional Director, PN Region, Bureau of Reclamation, Box 043, 550 West Fort Street, Boise ID 83724-0043, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Wyoming Water Development Commission, State of Wyoming, Herschler Building,

Cheyenne, Wyoming 82002; and to the State Engineers' Office, State of Wyoming, Herschler Building, Cheyenne, Wyoming 82002. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

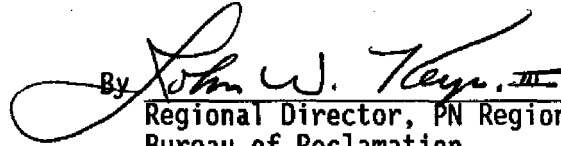
STANDARD PROVISIONS

The Standard Provisions applicable to this contract are listed below. the full text of these articles is attached as Exhibit A and is hereby made a part of this contract.


- A. Charge For Delinquent Payments
- B. Officials Not To Benefit
- C. Assignment Limited--Successors And Assigns Obligated
- D. Books, Records And Reports
- E. Quality Of Water
- F. Water And Air Pollution Control
- G. Water Conservation
- H. Equal Opportunity
- I. Compliance With Civil Rights Laws and Regulations

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.


UNITED STATES OF AMERICA

By 
Regional Director, PN Region
Bureau of Reclamation
Box 043 - 550 West Fort Street
Boise, Idaho 83724

CONTRACTOR

By 
Mike Sullivan
Governor, State of Wyoming

ATTEST:

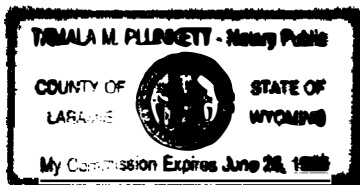


STATE OF WYOMING)

_____, 1990, before me,
personally appeared,

the individual(s) described in
and who executed the within and foregoing instrument.

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



(SEAL)

Tamala M. Plungett
Notary Public in and for the
State of Wyoming
Residing at: Cheyenne
My commission expires:

STATE OF IDAHO)

County of _____

On this 22nd day of October, 1990, personally appeared
before me John W. Keys, III, known to me to be the official
of the United States of America that executed the within and foregoing
instrument and acknowledged said instrument to be the free and voluntary act
and deed of said United States, for the uses and purposes therein mentioned,
and on oath stated that he was authorized to execute said instrument.

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

(SEAL)

Diana L. Jacobs
Notary Public in and for the
State of Idaho
Residing at: Boise
My commission expires: 5-23-94

STANDARD PROVISIONS

The Contractor, as referred to in the following Standard Provisions, shall be the State of Wyoming.

CHARGES FOR DELINQUENT PAYMENTS

A. (1) The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments, pursuant to section 11 of the Debt Collection Act of 1982 (Public Law 97-365). When a payment is not received within 30 days of the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

(2) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

(3) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty and administrative charges, second, to the accrued interest, and third to the overdue payment.

OFFICIALS NOT TO BENEFIT

B. No Member of or Delegate to Congress, Resident Commissioner or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

C. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

BOOKS, RECORDS AND REPORTS

D. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including: the Contractor's financial transactions, water supply data, project operation, maintenance and replacement logs, and project land and right-of-way use agreements; the water users' land-use (crop census), landownership, land-leasing and water-use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

QUALITY OF WATER

E. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

WATER AND AIR POLLUTION CONTROL

F. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Wyoming, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

WATER CONSERVATION

G. Prior to the delivery of water for consumptive uses in Wyoming provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 6-year intervals, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based on the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

EQUAL OPPORTUNITY

H. (1) The Contractor hereby agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action 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 in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination (Federally Assisted Construction) clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of works, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or works representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said, rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in said amended Executive Order and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of said amended Executive Order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for

noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Officer, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(2) The Contractor further agrees that it will be bound by the above Equal Opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above Equal Opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(3) The Contractor agrees that it will assist and cooperate actively with the Contracting Officer and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Contracting Officer and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Contracting Officer in the discharge of his primary responsibility for securing compliance.

(4) The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to said amended Executive Order with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to said amended Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon contractors and subcontractors by the Contracting Officer or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the Contracting Officer may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this contract; refrain from extending any further assistance to the Contractor under the programs with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

I. (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

**The Following Documents Are
Part of This Contract**

**Document entitled "Criteria and Method for Determination of
Certain Minidoka Powerplant Production Losses From Restrictions on
Use of Water Rights"**

**Document entitled "Palisades Project - Operating Plan for
Palisades Reservoir as set Forth in the Appendixes of House
Document No. 720, 81st Congress"**

**CRITERIA AND METHOD FOR DETERMINATION
OF CERTAIN MINIDOKA POWERPLANT
PRODUCTION LOSSES FROM RESTRICTIONS
ON USE OF WATER RIGHTS**

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

Region I

August 1952

Boise, Idaho

Criteria and Method for Determination of Certain
Minidoka Powerplant Production Losses from Restrictions
on Use of Water Rights

In this document are set forth: In Part I, a statement, in general terms, of the purposes to be served by the curtailment in the exercise of the water rights held by the United States for power production at American Falls and Minidoka dams, and a statement in more specific terms of the measure of curtailment and the basic assumptions and criteria that, by contracts made and to be made with affected water users and water users' organizations under the terms of the Act of September 30, 1950, Public Law 864, 81st Congress (herein called the 1950 Act), are made controlling in these matters; and in Part II, by way of illustration, the methods and procedures used to determine the usable-flows available at the Minidoka powerplant and the related power production by units 1 through 6 from such flows for the period October 1, 1931, to September 30, 1951, under the basic assumptions and criteria, and, in more detail, the calculations for the water year 1945, being the 12-month period ending September 30, 1945.

PART I

BASIC ASSUMPTIONS AND CRITERIA

The need for conserving the waters of the Snake River above Milner Dam for irrigation purposes requires the limiting of the use of water for power generation at American Falls and Minidoka dams below amounts that would accrue to rights that are available to the United States for power production at those dams. The measure of the curtailment

in use of water is, by a series of contracts entered into or to be entered into under the terms of the 1950 Act, to be as follows:

"Except as it is determined by the Secretary that additional water may be passed through American Falls and Minidoka dams without the loss of water that could be stored for irrigation in the reservoir system, the United States will, during each storage season beginning October 1, 1952, * * * limit the release of water through those dams as follows:

To the amount of water required to provide flows below Minidoka Dam sufficient to meet existing diversion rights in the reach of the river through Milner Dam and the power rights required to be recognized under the provisions of the contract of June 15, 1923, between the United States and the Idaho Power Company (Symbol and No. Ilr-733), as those diversion and power rights may be modified from time to time."

Such curtailment in the exercise of power rights at Minidoka dam will result in a loss of generation at units 1 through 6 of that powerplant but will result in the saving of water for storage for irrigation use. The water so saved is, under the contracts made and to be made under the 1950 Act, to be credited to American Falls, Island Park, and Palisades reservoirs. In compensation for such losses in power generation, replacement power will be provided to the Minidoka power system, and, based on a moving average of the net annual amount of replacement power and energy required, the costs thereof will be charged to the

beneficiaries of the resultant water saving. By contracts made and to be made under the 1950 Act, these basic assumptions and criteria are controlling in determining the annual net power replacement requirements:

- A. For the period beginning October 1, 1931, and ending September 30, 1951, the annual net power production losses for each year are those stated in Table 1, set out in the Part I appendices.
- B. For each year thereafter, a net power production loss is to be calculated on the basis of the comparison of (1) the total energy that could have been produced by units 1 through 6 of the Minidoka powerplant, based on the water flows actually recorded at U.S.G.S. Minidoka gaging station (hereinafter called the Minidoka gage), corrected as hereinafter provided, and (2) the energy which theoretically could have been generated at these units with the flows at the Minidoka gage without the agreed curtailment in winter power operation and exclusive of irrigation storage releases. 1/

1/ The flows recorded at the Minidoka gage for (1), as corrected, or the flows at the Minidoka gage without curtailment in winter power operation and exclusive of irrigation storage releases for (2) used in accordance with this provision of the controlling contracts are not to be reduced by an allowance for leakage at Minidoka dam.

C. To correct flows under B(1) above, all storage releases except American Falls shall be excluded and the measure of American Falls storage passing the Minidoka gage shall be the increase in storage flow at that gage over that computed at the Blackfoot gaging station as shown in the annual report of the Watermaster, District No. 36, entitled "Water Distribution and Hydrometric Work, District 36, Snake River, Idaho", the latter further corrected for any American Falls storage that may have been present by reason of having been stored temporarily upstream and for that portion of Palisades storage which was diverted above the Minidoka gage. In measuring American Falls storage, it shall be assumed that downstream storage is released first. The flow at the Minidoka gage without storage shall be taken to be the normal flow at that gage as shown by that same report.

D. In determining water flows, with and without the agreed curtailment of power operations, these assumptions are to be used with respect to the power rights of units 1 through 6 of the Minidoka powerplants:

(1) There is a right for power production to maintain a flow of 2,700 second-feet at Minidoka dam during the storage season of each year in accordance with the decree entered June 20, 1913 (District Court of the Fourth Judicial District of Idaho in

the case of Twin Falls Canal Company v. Charles N. Foster, et al.), if that flow, disregarding the storage of saved water in the reservoir system, would be available at Minidoka dam.

- (2) There is a right to use, within the hydraulic capacity of these units, whatever natural flow passes Minidoka dam during each irrigation season.
 - (3) Although there is no right to have water stored under American Falls reservoir rights released for power production, during the period that such storage is being released for irrigation there will be more energy produced by these units than is attributable to the natural flow rights therefor, which shall be taken into account as a compensating offset as provided in F. below.
- E. The effective power head for any period shall be derived on the basis of recorded forebay and tailwater elevations for that period.
- F. Using conclusions reached as to flows and heads, the power loss calculations for each year after September 30, 1951, under B above, will be made by utilizing the power production curves shown on drawing No. 17-100-139^{2/}, a copy of which is set out in the Part I appendices, but increases in energy in any year by reason of taking American Falls storage into account as indicated by subparagraph 3 of D above shall be accounted for as a compensating offset

up to but not exceeding energy losses accruing in that year by reason of curtailment in power operations as provided in the controlling contracts made and to be made under the 1950 Act.

The contracts made and to be made provide that the average replacement requirement for the year ending September 30, 1953, is to be 5,699,000 kilowatt-hours, being the average annual replacement requirement for the 20-year period ending September 30, 1951, and that the average annual replacement requirement for the year ending September 30, 1954, shall be the average of the annual replacement requirements for each year of the 20-year period ending September 30, 1953, and for each 12-month period after September 30, 1954, shall be the average of the annual replacement requirements of each year of the 20-year period ending September 30 of the prior year.

2/ Duplicate originals of this drawing are on file with the officer of the United States in charge of the Minidoka Project, the watermaster of District No. 36, and the Burley Irrigation District.

PART II

CALCULATION OF USABLE-FLOWS AND POWER PRODUCTION

By way of illustration, this part describes the calculations that were made, in connection with Table 1, with respect to usable-flows available at Minidoka powerplant and the power that would be produced by units 1 to 6 from such flows; and also includes detailed computations for the water year 1945.

Computation of Flows Usable for Power Production.

The net annual power loss by Units 1-6 of the Minidoka Power Plant, as defined by contracts, referred to in Part I, is based on flows at the United States Geological Survey gaging station near Minidoka, Idaho, hereinafter referred to as the Minidoka gage, for two sets of conditions.

Condition I.--Under this condition the restrictions on use of the Minidoka water rights are in effect and Jackson Lake storage-flows are excluded during the irrigation season prior to October 1.

Condition II.--Under this condition there are no restrictions on use of the Minidoka water rights and all storage-flows are excluded during the irrigation season prior to October 1.

Following is an explanation of the methods used to derive these flows for the period October 1, 1931 through September 30, 1951. All basic flow data for this computation were taken directly from the annual reports on "Water Distribution and Hydrometric Work, District 36, Snake River, Idaho", except that the October through March flows for the water-years 1932, 1933, and 1934 were adjusted to reflect the restrictions

on the use of the water power rights at Minidoka Dam. The historical flows for water-years 1935 through 1951 were assumed to be essentially the same as would have occurred with restricted use of the Minidoka power rights under the terms of the contracts made or to be made under the terms of the 1950 Act.

The water-year was divided into two periods; the Storage Period and the Storage-release Period. The Storage-release Period was defined as that period during the irrigation season and prior to October 1, during which time storage-flows were indicated at the Minidoka gage, or at the United States Geological Survey gaging station near Blackfoot, Idaho, hereinafter referred to as the Blackfoot gage. The remainder of the water-year was considered to be the Storage Period. The computation of the flows available, under each of the two conditions, was made on a daily basis. The maximum hydraulic capacity of Units 1-6 of the Minidoka Power Plant is 3700 cubic feet per second, therefore, flows in excess of this amount cannot be used by these units. In recognition of this fact, usable-flows were limited to 3700 cubic feet per second. Inasmuch as elevation 4236 was used as the minimum elevation of Lake Walcott for satisfactory power generation, for the purpose of this computation it was assumed that during periods when the Lake Walcott pool was below elevation 4236 there were no usable-flows. Usable-flows are those flows which could have been utilized for power production by Units 1-6. The daily usable-flows for each month were converted to average monthly flows in order to simplify the power computations which are discussed in a later section of this document. The detailed compu-

tation of flows for water-year 1945 is shown in Tables 2 and 3 to illustrate the methods used.

Condition I. Usable-Flows, Units 1-6, with Restricted Use of the Minidoka Water Rights and excluding Jackson Lake Storage-Flows. The usable-flows under this condition were assumed to be the flows of the Snake River as recorded at the Minidoka gage, with adjustments to exclude Jackson Lake storage-flows which were present and to exclude flows which were in excess of the maximum hydraulic capacity of Units 1-6. The amount of Jackson Lake storage-flows passing the gaging station near Minidoka was determined by a comparison of the daily amounts of storage-flows at the Minidoka gage with those storage-flows indicated at the Blackfoot gage for the preceding day. One day travel-time was assumed between the two gages. All storage-flow data were taken from the table "Daily Segregation of Data at and between Snake River Gaging Stations," as contained in the annual reports "Water Distribution and Hydrometric Work, District 36, Snake River, Idaho." Three assumptions were used in determining the amount of Jackson Lake storage-flows passing the Minidoka gaging station.

1. When the storage-flows near Blackfoot exceeded the storage-flows at Minidoka then the Jackson Lake storage-flows at Minidoka were assumed equal to the total storage-flows at Minidoka.

2. When the storage-flows at Blackfoot were less than the storage-flows at Minidoka then the Jackson Lake storage-flows at Minidoka were assumed equal to the storage-flows at Blackfoot.

3. When the storage-flows at either Blackfoot or Minidoka were negative the Jackson Lake storage-flows at Minidoka were assumed to be zero.

No adjustment was required for Jackson Lake storage-flows at the Minidoka gage during the Storage Period since only the Storage-release Period flows from that reservoir are excluded under the terms of the contracts. All flows recorded at the Minidoka gage during the storage period are assumed to be natural flows. During the Storage-release Period, that part of the recorded flows at the Minidoka gage which remained, after the adjustment was made for Jackson Lake storage-flows, was considered to be available for use by Units 1-6 under Condition I. Usable-flows under this condition were limited to 3700 cubic feet per second, the maximum hydraulic capacity of Units 1-6. The detailed computation of these flows for the water year 1945 is shown in Table 2.

Condition II, Usable-Flows, Units 1-6, Without Restrictions on Use of Minidoka Water Rights and Excluding Storage-Flows. During the Storage-Period, usable-flows under this condition were computed by adjusting the recorded flow at the Minidoka gage as follows:

1. If the recorded flows at the Minidoka gage were in excess of 2700 cubic feet per second, the recorded flows up to 3700 cubic feet per second (maximum hydraulic capacity Units 1-6) were assumed to be the usable-flows.

2. If the recorded flows at the Minidoka gage were less than 2700 cubic feet per second, then the usable-flows without restriction on use of the Minidoka power rights were assumed to be equal to the adjusted-

flows at the Minidoka gage up to a maximum of 2700 cubic feet per second. The adjusted-flows are obtained by adding the amount of water stored in American Falls Reservoir for the same day. That part of the adjusted-flows which is in excess of 2700 cubic feet per second may be stored in American Falls Reservoir without adversely affecting the basic power right for 2700 cubic feet per second at Minidoka Dam and is not included as a part of the usable-flows.

During the Storage-release Period the usable-flows without benefit of storage-flows were considered to be the normal flows at the Minidoka gage as indicated in the table "Daily Segregation of Data at and between Snake River Gaging Stations;" as contained in the annual reports, "Water Distribution and Hydrometric Work, District 36, Snake River, Idaho," or 3700 cubic feet per second whichever were least.

Table 3 shows the detailed computations for deriving the usable-flows under Condition II for water-year 1945.

Computation of Power Production

The power production by units 1 through 6 of the Minidoka plant was computed for both Conditions I and II for the period October 1, 1931, through September 30, 1951, based on the average monthly flows as determined by the methods previously discussed and the family of output curves (discharge versus kilowatts), and the capability curve, (head versus kilowatts) shown on drawing 17-100-139.

When the usable-flows equaled or exceeded the hydraulic capacity of the six units, the power output was determined from the power capability curve (head versus kilowatts) (drawing 17-100-139) and the curve value

multiplied by the factor 0.965. When usable-flows were below the hydraulic capacity of the six units, the power output was determined from the power output curves (discharge versus kilowatts) (drawing 17-100-139) and the curve value multiplied by the factor 0.9. Determination of the hydraulic capacity for the six units for any head was made from the hydraulic capacity curve shown on drawing 17-100-140 derived from the output curves. The upper limit of continuous output from the units has been established on the basis of past records, and this point is indicated on the power capability curve. Elevation 4236.0 was used as the minimum pool elevation of Lake Walcott for satisfactory power generation.

Table I, Annual Net Power Production Losses for the Period October 1, 1931 through September 30, 1951. The net power losses for each year for this period were determined from the power production calculations, later described and illustrated for water-year 1945 in Tables 4 and 5. Derivation of the net loss for each year is illustrated by the computations for the year 1945 as shown on Table 6. The annual net power losses for each year of the 20-year period are summarized on Table 1 and result in an average annual net power loss for the period of 5,699,000 kilowatt hours.

Condition I. Power Generation from the Average Monthly Usable-Flows with Restricted Use of the Miridoka Water Rights and Excluding Jackson Lake Storage-Flows. The computation of power generation was made by using the output curves (drawing 17-100-139) and the flows available for power production appearing in Table. 2. The average

gross power head was determined from the basic data shown in the annual reports on "Water Distribution and Hydrometric Work, District 36, Snake River, Idaho," and from reservoir area-capacity curves or tables and tailwater curves. The details are illustrated by the computation of power generation for the water-year 1945 shown in Table 4.

Condition II. Power Generation from the Average Monthly Usable Flows without Restricted use of Minidoka Water Rights and Excluding all Storage-Flows. The average gross power head for this condition was taken to be the same as that used for Condition I based on assumptions which can be reasonably supported: (1) The operation of Lake Walcott without restriction of the Minidoka water rights would be essentially the same. (2) The same tailwater elevations were used although the tailwater elevation would be actually slightly different for the two conditions. This difference, besides being relatively small, also tends to be canceled out, since the difference is in one direction in the Storage Period and in the other direction in the Storage-Release Period. (3) The heads used are average for the month, further minimizing the difference in tailwater for the two conditions. (4) It would be a complicated procedure and a degree of refinement inconsistent with other data to adjust tailwater elevations for this condition. The detailed computation of the power generation for the water-year 1945 is shown in Table 5, derived in the same manner described for Condition I, using the flows available for power production appearing in Table 3.

By comparison of the results of the power generation for the two conditions, the losses due to restriction of the Minidoka water rights and the gains due to release of American Falls storage have been determined. The details of this computation for the water-year 1945 are shown on Table 6.

PART I APPENDICES

There are set out hereinafter these documents referred to in the text of Part I:

Table I.--Net Power Production Loss Due to Restriction on Use of Minidoka Water Rights

Drawing No. 17-100-139.--Minidoka Powerplant - Units 1-6, Power Output Curves

TABLE I
MINIDOKA POWER PLANT
UNITS 1-6

Net Power Production Loss Due to Restriction
of use of Minidoka Water Rights

Unit: Thousands of kilowatthours

Water Year Oct.-Sept.	Loss From Restriction of use of Water Rights	Gain From ^{1/} American Falls Storage	Net Loss
1932	14,604	3,516	11,088
1933	16,530	4,667	11,863
1934	13,463	8,966	4,497
1935	18,322	4,969	13,353
1936	20,390	5,015	15,375
1937	16,492	5,381	11,111
1938	19,054	4,104	14,950
1939	8,764	5,451	3,313
1940	19,387	4,857	14,530
1941	10,381	4,138	6,243
1942	7,133	4,707	2,426
1943	3,417	2,327	1,090
1944	2,654	2,654	0
1945	5,769	1,632	4,137
1946	33	33	0
1947	1,808	1,808	0
1948	734	734	0
1949	3,108	3,108	0
1950	201	201	0
1951	0	0	0
20 year average	9,112	3,413	5,699

^{1/} Limited to amount of winter losses occurring in the same year.

PART II APPENDICES

There are set out hereinafter these documents referred to in the text of Part II. Tables 2 through 6 constitute a sample calculation of usable-flows and power production for water-year 1945.

Table 2.—Condition I. Usable-Flow with Restricted Use of Minidoka Water Rights and Excluding Jackson Lake Storage-Flow

Table 3.—Condition II. Usable-Flow without Restrictions on Use of Minidoka Water Rights and Excluding Storage-Flow

Table 4.—Condition I. Net Annual Power Production with Restrictions on Use of Minidoka Water Rights and Excluding Jackson Lake Storage-Flow

Table 5.—Condition II. Net Annual Power Production without Restrictions on Use of Minidoka Water Rights and Excluding all Storage-Flow

Table 6.—Net Annual Power Production Loss Due to Restriction of Use of Minidoka Water Rights

Drawing No. 17-100-140.—Minidoka Power Plant - Units 1-6, Hydraulic Capacity

TABLE 2

MINIDOKA POWER PLANT, UNITS 1-6

Sample Calculation

Condition I. Usable-Flow with Restricted Use of Minidoka
Water Rights and Excluding Jackson Lake Storage-Flow

October 1, 1944 to September 30, 1945

Units: Cubic Feet Per Second

Date at Minidoka	Storage Period											
	October		November		December		January		February		March	
	Recorded Flow at Minidoka Gage	Usable- Flow	Recorded Flow at Minidoka Gage	Usable- Flow	Recorded Flow at Minidoka Gage	Usable- Flow	Recorded Flow at Minidoka Gage	Usable- Flow	Recorded Flow at Minidoka Gage	Usable- Flow	Recorded Flow at Minidoka Gage	Usable- Flow
1	1,620	1,620	1,750	1,750	1,380	1,380	1,890	1,890	2,790	2,790	2,900	2,900
2	1,470	1,470	1,580	1,580	1,280	1,280	2,560	2,560	2,680	2,680	2,900	2,900
3	1,050	1,050	802	802	1,220	1,220	2,840	2,840	2,970	2,970	2,900	2,900
4	890	890	1,020	1,020	1,150	1,150	2,920	2,920	2,960	2,960	2,920	2,920
5	1,280	1,280	842	842	1,280	1,280	2,820	2,820	2,810	2,810	2,940	2,940
6	1,960	1,960	1,020	1,020	1,480	1,480	2,730	2,730	2,840	2,840	2,940	2,940
7	2,560	2,560	1,570	1,570	1,550	1,550	2,750	2,750	2,820	2,820	2,920	2,920
8	2,240	2,240	1,860	1,860	1,570	1,570	3,580	3,580	2,860	2,860	2,920	2,920
9	1,940	1,940	1,860	1,860	1,550	1,550	3,210	3,210	2,840	2,840	2,980	2,920
10	1,660	1,660	1,880	1,880	1,580	1,580	2,720	2,720	2,790	2,790	2,980	2,920
11	1,410	1,410	1,850	1,850	1,640	1,640	2,750	2,750	2,790	2,790	2,940	2,940
12	1,300	1,300	1,880	1,880	1,550	1,550	2,750	2,750	2,750	2,750	2,970	2,970
13	1,320	1,320	1,900	1,900	1,580	1,580	2,770	2,770	2,770	2,770	3,030	3,030
14	2,290	2,290	1,890	1,890	1,670	1,670	2,790	2,790	2,840	2,840	3,050	3,050
15	2,750	2,750	1,900	1,900	1,750	1,750	2,790	2,790	2,860	2,860	2,990	2,990
16	2,790	2,790	1,970	1,970	1,740	1,740	2,770	2,770	2,810	2,810	2,970	2,970
17	2,650	2,650	2,350	2,350	1,540	1,540	2,750	2,750	2,810	2,810	2,900	2,900
18	1,670	1,670	2,350	2,350	1,590	1,590	2,750	2,750	2,810	2,810	2,880	2,880
19	1,570	1,570	2,370	2,370	1,580	1,580	2,750	2,750	2,820	2,820	2,880	2,880
20	1,580	1,580	2,630	2,630	1,620	1,620	2,750	2,750	2,820	2,820	2,880	2,880
21	1,700	1,700	2,840	2,840	1,650	1,650	2,770	2,770	2,820	2,820	2,860	2,860
22	1,930	1,930	2,280	2,280	1,800	1,800	2,770	2,770	2,820	2,820	2,860	2,860
23	1,810	1,810	1,550	1,550	1,680	1,680	2,770	2,770	2,820	2,820	2,900	2,900
24	1,760	1,760	1,270	1,270	1,590	1,590	2,770	2,770	2,840	2,840	2,900	2,900
25	1,850	1,850	1,270	1,270	1,450	1,450	2,770	2,770	2,810	2,810	2,880	2,880
26	1,760	1,760	1,280	1,280	1,570	1,570	2,790	2,790	2,810	2,810	2,900	2,900
27	1,720	1,720	1,220	1,220	1,600	1,600	2,810	2,810	2,840	2,840	2,900	2,900
28	1,720	1,720	1,310	1,310	1,700	1,700	2,810	2,810	2,880	2,880	2,920	2,920
29	1,730	1,730	1,520	1,520	1,780	1,780	2,810	2,810	---	---	2,920	2,920
30	1,720	1,720	1,460	1,460	1,810	1,810	2,810	2,810	---	---	2,940	2,940
31	1,730	1,730	---	---	1,780	1,780	2,790	2,790	---	---	2,480	2,480
Total	55,430	55,430	51,274	51,274	48,710	48,710	86,310	86,310	79,080	79,080	90,130	90,130
Mean	1,788	1,788	1,709	1,709	1,571	1,571	2,784	2,784	2,824	2,824	2,907	2,907

TABLE 2

MINIDOKA POWER PLANT, UNITS 1-6

Sample Calculation

Condition 1. Usable-Flow with Restricted Use of Minidoka Water Rights and Excluding Jackson Lake Storage-Flow

October 1, 1944 to September 30, 1945

Units: Cubic Feet Per Second

Date at Minidoka	Storage Period						Storage-Release Period					
	April		May		June		July					
	Recorded Flow at Minidoka Gage	Usable-Flow	Recorded Flow at Minidoka Gage	Usable-Flow	Recorded Flow at Minidoka Gage	Usable-Flow	Storage-Flow at Minidoka Gage	Storage-Flow at Blackfoot Gage	Recorded Flow at Minidoka Gage	Jackson Lake Storage-Flow at Minidoka Gage	Flow at Minidoka Gage w/o Jackson Lake Storage	Usable-Flow
1	1,760	1,760	5,280	3,700	8,540	3,700	0	0	15,200	0	15,200	3,700
2	3,010	3,010	6,280	3,700	9,550	3,700	0	0	14,700	0	14,700	3,700
3	3,950	3,700	7,020	3,700	10,800	3,700	0	0	10,400	0	10,400	3,700
4	4,100	3,700	8,030	3,700	10,700	3,700	0	0	7,880	0	7,880	3,700
5	4,260	3,700	9,110	3,700	10,900	3,700	0	0	7,970	0	7,970	3,700
6	4,260	3,700	10,100	3,700	10,200	3,700	0	0	8,180	0	8,180	3,700
7	4,000	3,700	10,400	3,700	12,000	3,700	0	0	8,510	0	8,510	3,700
8	3,810	3,700	13,600	3,700	17,500	3,700	0	0	8,540	0	8,540	3,700
9	3,760	3,700	13,900	3,700	16,300	3,700	581	0	8,510	0	8,510	3,700
10	3,760	3,700	9,270	3,700	20,000	3,700	1,631	0	8,720	0	8,720	3,700
11	3,760	3,700	12,800	3,700	22,800	3,700	2,373	0	8,780	0	8,780	3,700
12	3,760	3,700	14,100	3,700	20,300	3,700	2,086	0	8,690	0	8,690	3,700
13	3,720	3,700	8,570	3,700	18,100	3,700	1,636	0	8,660	0	8,660	3,700
14	4,060	3,700	7,590	3,700	19,000	3,700	969	0	8,810	0	8,810	3,700
15	4,410	3,700	7,620	3,700	18,200	3,700	725	0	8,900	0	8,900	3,700
16	4,760	3,700	7,880	3,700	17,700	3,700	1,118	-17	8,780	0	8,780	3,700
17	5,730	3,700	8,600	3,700	17,500	3,700	2,359	-16	8,540	0	8,540	3,700
18	8,270	3,700	9,140	3,700	15,700	3,700	2,600	-17	8,600	0	8,600	3,700
19	8,090	3,700	9,050	3,700	11,000	3,700	2,630	-122	8,630	0	8,630	3,700
20	7,650	3,700	8,360	3,700	7,560	3,700	2,510	-430	8,510	0	8,510	3,700
21	7,210	3,700	9,300	3,700	7,440	3,700	2,668	-490	8,390	0	8,390	3,700
22	3,620	3,620	12,200	3,700	7,530	3,700	3,770	-479	8,360	0	8,360	3,700
23	3,680	3,680	11,600	3,700	7,360	3,700	4,558	-553	8,360	0	8,360	3,700
24	3,830	3,700	8,420	3,700	7,330	3,700	5,050	-646	8,450	0	8,450	3,700
25	3,640	3,640	8,450	3,700	7,160	3,700	4,990	-774	8,390	0	8,390	3,700
26	3,890	3,700	8,480	3,700	7,270	3,700	5,120	-523	8,510	0	8,510	3,700
27	4,100	3,700	8,660	3,700	7,680	3,700	5,888	1,333	8,750	1,333	7,417	3,700
28	4,120	3,700	8,720	3,700	7,620	3,700	5,915	1,079	8,780	1,079	7,701	3,700
29	4,080	3,700	8,690	3,700	10,900	3,700	6,154	583	9,020	583	8,437	3,700
30	4,320	3,700	8,660	3,700	15,000	3,700	6,243	451	9,110	451	8,659	3,700
31	---	---	8,690	3,700	---	---	5,847	390	8,720	390	8,330	3,700
Total	---	108,210	---	---	---	---	---	---	280,350	3,836	276,514	---
Mean	---	3,607	---	3,700	---	3,700	---	---	---	---	---	3,700

TABLE 2
MINIDOKA POWER PLANT, UNITS 1-6

Sample Calculation

Condition I. Usable-Flow with Restricted Use of Minidoka
Water Rights and excluding Jackson Lake Storage-Flow

October 1, 1944 to September 30, 1945

Units: Cubic Feet Per Second

Date at Minidoka	Storage-Release Period											
	August						September					
	Storage- Flow at Minidoka Gage	Storage- Flow at Blackfoot Gage	Recorded Flow at Minidoka Gage	Jackson Lake Storage- Flow at Minidoka Gage	Flow at Minidoka Gage w/o Jackson Lake Storage	Usable- Flow	Storage- Flow at Minidoka Gage	Storage- Flow at Blackfoot Gage	Recorded Flow at Minidoka Gage	Jackson Lake Storage- Flow at Minidoka Gage	Flow at Minidoka Gage w/o Jackson Lake Storage	Usable- Flow
1	5,423	387	8,300	387	7,913	3,700	5,050	216	8,000	216	7,784	3,700
2	5,776	498	8,660	498	8,162	3,700	5,033	866	7,970	866	7,104	3,700
3	5,949	342	8,840	342	8,498	3,700	4,997	1,921	7,970	1,921	6,049	3,700
4	6,088	193	8,990	193	8,797	3,700	4,931	2,303	8,000	2,303	5,697	3,700
5	5,957	273	8,870	273	8,597	3,700	4,928	2,102	8,060	2,102	5,958	3,700
6	5,861	790	8,780	790	7,990	3,700	5,002	1,430	8,120	1,430	6,690	3,700
7	5,772	1,738	8,690	1,738	6,952	3,700	4,609	967	7,680	967	6,713	3,700
8	5,559	2,351	8,510	2,351	6,159	3,700	4,303	657	7,360	657	6,703	3,700
9	5,289	2,085	8,360	2,085	6,275	3,700	4,114	624	7,180	624	6,556	3,700
10	5,081	2,140	8,090	2,140	5,950	3,700	4,033	740	7,100	740	6,360	3,700
11	5,015	2,433	8,000	2,433	5,567	3,700	3,788	960	6,880	960	5,920	3,700
12	5,078	1,880	8,030	1,880	6,150	3,700	3,298	696	6,320	696	5,624	3,700
13	5,278	1,772	8,240	1,772	6,468	3,700	3,271	599	6,490	599	5,891	3,700
14	5,252	1,187	8,210	1,187	7,023	3,700	3,368	594	6,600	594	6,006	3,700
15	5,248	1,067	8,240	1,067	7,173	3,700	3,535	545	6,790	545	6,245	3,700
16	5,209	938	8,270	938	7,332	3,700	3,753	498	7,040	498	6,542	3,700
17	5,278	772	8,360	772	7,588	3,700	3,721	503	7,040	503	6,537	3,700
18	5,519	592	8,600	592	8,008	3,700	3,496	620	6,820	620	6,200	3,700
19	5,641	428	8,720	428	8,292	3,700	3,206	691	6,120	691	5,429	3,700
20	5,631	315	8,720	315	8,405	3,700	2,466	800	5,280	800	4,480	3,700
21	5,481	412	8,570	412	8,158	3,700	1,535	1,313	4,960	1,313	3,647	3,647
22	5,324	1,442	8,510	1,442	7,068	3,700	647	2,171	4,000	647	3,353	3,353
23	5,069	2,639	8,360	2,639	5,721	3,700	-546	1,541	3,580	0	3,580	3,580
24	5,009	2,181	8,330	2,181	6,149	3,700	-916	1,387	3,030	0	3,030	3,030
25	5,060	1,628	8,360	1,628	6,732	3,700	-1,095	1,325	2,610	0	2,610	2,610
26	5,261	1,037	8,480	1,037	7,443	3,700	-1,025	921	2,400	0	2,400	2,400
27	5,327	588	8,480	588	7,892	3,700	-839	998	2,400	0	2,400	2,400
28	5,226	453	8,330	453	7,877	3,700	-1,353	981	2,100	0	2,100	2,100
29	5,218	207	8,270	207	8,063	3,700	-901	329	1,400	0	1,400	1,400
30	5,374	80	8,360	80	8,280	3,700	0	0	1,380	0	1,380	1,380
31	5,248	65	8,210	65	8,145	3,700	---	---	---	---	---	---
Total	---	---	261,740	32,913	228,827	---	---	---	170,880	20,292	150,588	99,900
Mean	---	---	---	---	---	3,700	---	---	---	---	---	3,330

TABLE 3

MINIDOKA POWER PLANT, UNITS 1-6

Sample Calculation

Condition II. Usable-Flow Without Restrictions on use of Minidoka Water Rights and Excluding Storage-Flow

October 1, 1944 to September 30, 1945

Units: Cubic Feet Per Second

Date at Minidoka	Storage Period											
	October				November				December			
	Recorded Flow at Minidoka Gage	Change in Storage in American Falls Res. ^{1/}	Adjusted-Flow at Minidoka Gage	Usable-Flow	Recorded Flow at Minidoka Gage	Change in Storage in American Falls Res. ^{1/}	Adjusted-Flow at Minidoka Gage	Usable-Flow	Recorded Flow at Minidoka Gage	Change in Storage in American Falls Res. ^{1/}	Adjusted-Flow at Minidoka Gage	Usable-Flow
1	1,620	146	1,766	1,766	1,750	812	2,562	2,562	1,380	3,559	4,939	2,700
2	1,470	297	1,767	1,767	1,580	2,924	4,504	2,700	1,280	4,154	5,434	2,700
3	1,050	1,775	2,825	2,700	802	3,413	4,215	2,700	1,220	4,785	6,005	2,700
4	890	1,921	2,811	2,700	1,020	2,924	3,944	2,700	1,150	6,116	7,266	2,700
5	1,280	590	1,870	1,870	842	3,675	4,517	2,700	1,280	5,097	6,377	2,700
6	1,960	2,959	4,919	2,700	1,020	4,522	5,542	2,700	1,480	3,872	5,352	2,700
7	2,560	1,775	4,335	2,700	1,570	2,677	4,247	2,700	1,550	4,290	5,840	2,700
8	2,240	1,502	3,742	2,700	1,860	3,181	5,041	2,700	1,570	3,998	5,568	2,700
9	1,940	2,748	4,688	2,700	1,860	3,534	5,394	2,700	1,550	4,628	6,178	2,700
10	1,660	1,684	3,344	2,700	1,880	3,615	5,495	2,700	1,580	3,998	5,578	2,700
11	1,410	913	2,323	2,323	1,850	4,134	5,984	2,700	1,640	2,944	4,584	2,700
12	1,300	459	1,759	1,759	1,880	6,544	8,424	2,700	1,550	2,526	4,076	2,700
13	1,320	918	2,238	2,238	1,900	3,126	5,026	2,700	1,580	2,733	4,313	2,700
14	2,290	151	2,441	2,441	1,890	4,780	6,670	2,700	1,670	2,813	4,483	2,700
15	2,750	—	—	2,750	1,900	5,838	7,738	2,700	1,750	2,596	4,346	2,700
16	2,790	—	—	2,790	1,970	4,780	6,750	2,700	1,740	2,380	4,120	2,700
17	2,650	615	3,265	2,700	2,350	5,047	7,397	2,700	1,560	3,247	4,787	2,700
18	1,670	1,523	3,193	2,700	2,350	4,548	6,898	2,700	1,590	3,464	5,054	2,700
19	1,570	1,376	2,946	2,700	2,370	4,906	7,276	2,700	1,580	2,596	4,176	2,700
20	1,580	1,679	3,259	2,700	2,630	5,279	7,909	2,700	1,620	3,030	4,650	2,700
21	1,700	1,679	3,379	2,700	2,840	—	—	2,840	1,650	5,727	7,377	2,700
22	1,930	2,365	4,295	2,700	2,280	4,855	7,135	2,700	1,800	5,995	7,795	2,700
23	1,810	3,469	5,279	2,700	1,550	3,736	5,286	2,700	1,680	5,102	6,782	2,700
24	1,760	2,365	4,125	2,700	1,270	2,244	3,514	2,700	1,590	4,220	5,810	2,700
25	1,850	2,047	3,897	2,700	1,270	4,724	5,994	2,700	1,450	4,709	6,159	2,700
26	1,760	1,734	3,494	2,700	1,280	5,571	6,851	2,700	1,570	3,862	5,432	2,700
27	1,720	1,734	3,454	2,700	1,220	5,768	6,988	2,700	1,600	3,640	5,240	2,700
28	1,720	1,573	3,293	2,700	1,310	5,954	7,264	2,700	1,700	3,635	5,335	2,700
29	1,730	2,097	3,827	2,700	1,520	5,143	6,663	2,700	1,780	3,181	4,961	2,700
30	1,720	3,413	5,133	2,700	1,460	3,358	4,818	2,700	1,810	3,413	5,223	2,700
31	1,730	973	2,703	2,700	—	—	—	—	1,780	3,418	5,198	2,700
Total	—	—	—	79,104	—	—	—	81,002	—	—	—	—
Mean	—	—	—	2,551	—	—	—	2,700	—	—	—	2,700

^{1/} These values given in second-foot days where one second-foot day equals 1.9834 acre-feet.

TABLE 3
 MINIDOKA POWER PLANT, UNITS 1-6
 Sample Calculation
Condition II. Usable-Flow Without Restrictions on use of
Minidoka Water Rights and Existing Storage-Flow

October 1, 1944 to September 30, 1945

Units: Cubic Feet Per Second

Date at Minidoka	Storage Period											
	January				February				March			
	Recorded Flow at Minidoka Gage	Change in Storage in American Falls Res. 1/	Adjusted- Flow at Minidoka Gage	Usable- Flow	Recorded Flow at Minidoka Gage	Change in Storage in American Falls Res. 1/	Adjusted- Flow at Minidoka Gage	Usable- Flow	Recorded Flow at Minidoka Gage	Change in Storage in American Falls Res. 1/	Adjusted- Flow at Minidoka Gage	Usable- Flow
1	1,890	4,417	6,307	2,700	2,790	—	—	2,790	2,900	—	—	2,900
2	2,560	2,556	5,116	2,700	2,680	3,438	6,118	2,700	2,900	—	—	2,900
3	2,840	—	—	2,840	2,970	—	—	2,970	2,900	—	—	2,900
4	2,920	—	—	2,920	2,960	—	—	2,960	2,920	—	—	2,920
5	2,820	—	—	2,820	2,810	—	—	2,810	2,940	—	—	2,940
6	2,730	—	—	2,730	2,840	—	—	2,840	2,940	—	—	2,940
7	2,750	—	—	2,750	2,820	—	—	2,820	2,920	—	—	2,920
8	3,580	—	—	3,580	2,860	—	—	2,860	2,920	—	—	2,920
9	3,210	—	—	3,210	2,840	—	—	2,840	2,920	—	—	2,920
10	2,720	—	—	2,720	2,790	—	—	2,790	2,920	—	—	2,920
11	2,750	—	—	2,750	2,790	—	—	2,790	2,940	—	—	2,940
12	2,750	—	—	2,750	2,750	—	—	2,750	2,970	—	—	2,970
13	2,770	—	—	2,770	2,770	—	—	2,770	3,030	—	—	3,030
14	2,790	—	—	2,790	2,840	—	—	2,840	3,050	—	—	3,050
15	2,790	—	—	2,790	2,860	—	—	2,860	2,990	—	—	2,990
16	2,770	—	—	2,770	2,810	—	—	2,810	2,970	—	—	2,970
17	2,750	—	—	2,750	2,810	—	—	2,810	2,900	—	—	2,900
18	2,750	—	—	2,750	2,810	—	—	2,810	2,880	—	—	2,880
19	2,750	—	—	2,750	2,820	—	—	2,820	2,880	—	—	2,880
20	2,750	—	—	2,750	2,820	—	—	2,820	2,880	—	—	2,880
21	2,770	—	—	2,770	2,820	—	—	2,820	2,860	—	—	2,860
22	2,770	—	—	2,770	2,820	—	—	2,820	2,860	—	—	2,860
23	2,770	—	—	2,770	2,820	—	—	2,820	2,900	—	—	2,900
24	2,770	—	—	2,770	2,840	—	—	2,840	2,900	—	—	2,900
25	2,770	—	—	2,770	2,810	—	—	2,810	2,880	—	—	2,880
26	2,790	—	—	2,790	2,810	—	—	2,810	2,900	—	—	2,900
27	2,810	—	—	2,810	2,840	—	—	2,840	2,900	—	—	2,900
28	2,810	—	—	2,810	2,880	—	—	2,880	2,920	—	—	2,920
29	2,810	—	—	2,810	—	—	—	—	2,920	—	—	2,920
30	2,810	—	—	2,810	—	—	—	—	2,940	—	—	2,940
31	2,790	—	—	2,790	—	—	—	—	2,480	-277	—	2,480
Total	—	—	—	87,260	—	—	—	79,100	—	—	—	90,130
Mean	—	—	—	2,815	—	—	—	2,825	—	—	—	2,907

1/ These values given in second-foot days where one second-foot day equals 1.9834 acre-feet.

TABLE 3
 MINIDOKA POWER PLANT, UNITS 1-6
 Sample Calculation
 Condition II. Usable-Flow Without Restrictions on use of
 Minidoka Water Rights and Excluding Storage-Flow
 October 1, 1944 to September 30, 1945
 Units: Cubic Feet Per Second

Date at Minidoka	Storage Period											
	April				May				June			
	Recorded Flow at Minidoka Gage	Change in Storage in American Falls Res. 1/2	Adjusted- Flow at Minidoka Gage	Usable- Flow	Recorded Flow at Minidoka Gage	Change in Storage in American Falls Res. 1/2	Adjusted- Flow at Minidoka Gage	Usable- Flow	Recorded Flow at Minidoka Gage	Change in Storage in American Falls Res. 1/2	Adjusted- Flow at Minidoka Gage	Usable- Flow
1	1,760	6,302	8,062	2,700	5,280	—	—	3,700	8,540	—	—	3,700
2	3,010	—	—	3,010	6,280	—	—	3,700	9,550	—	—	3,700
3	3,950	—	—	3,700	7,020	—	—	3,700	10,800	—	—	3,700
4	4,100	—	—	3,700	8,030	—	—	3,700	10,700	—	—	3,700
5	4,260	—	—	3,700	9,110	—	—	3,700	10,900	—	—	3,700
6	4,260	—	—	3,700	10,100	—	—	3,700	10,200	—	—	3,700
7	4,000	—	—	3,700	10,400	—	—	3,700	12,000	—	—	3,700
8	3,810	—	—	3,700	13,600	—	—	3,700	17,500	—	—	3,700
9	3,760	—	—	3,700	13,900	—	—	3,700	16,300	—	—	3,700
10	3,760	—	—	3,700	9,270	—	—	3,700	20,000	—	—	3,700
11	3,760	—	—	3,700	12,800	—	—	3,700	22,800	—	—	3,700
12	3,760	—	—	3,700	14,100	—	—	3,700	20,300	—	—	3,700
13	3,720	—	—	3,700	8,570	—	—	3,700	18,100	—	—	3,700
14	4,060	—	—	3,700	7,590	—	—	3,700	19,000	—	—	3,700
15	4,410	—	—	3,700	7,620	—	—	3,700	18,200	—	—	3,700
16	4,760	—	—	3,700	7,880	—	—	3,700	17,700	—	—	3,700
17	5,730	—	—	3,700	8,600	—	—	3,700	17,500	—	—	3,700
18	8,270	—	—	3,700	9,140	—	—	3,700	15,700	—	—	3,700
19	8,090	—	—	3,700	9,050	—	—	3,700	11,000	—	—	3,700
20	7,650	—	—	3,700	8,360	—	—	3,700	7,560	—	—	3,700
21	7,210	—	—	3,700	9,300	—	—	3,700	7,440	—	—	3,700
22	3,620	—	—	3,620	12,200	—	—	3,700	7,530	—	—	3,700
23	3,680	—	—	3,680	11,600	—	—	3,700	7,360	—	—	3,700
24	3,830	—	—	3,700	8,420	—	—	3,700	7,330	—	—	3,700
25	3,640	—	—	3,640	8,450	—	—	3,700	7,160	—	—	3,700
26	3,890	—	—	3,700	8,480	—	—	3,700	7,270	—	—	3,700
27	4,100	—	—	3,700	8,660	—	—	3,700	7,680	—	—	3,700
28	4,120	—	—	3,700	8,720	—	—	3,700	7,620	—	—	3,700
29	4,080	—	—	3,700	8,690	—	—	3,700	10,900	—	—	3,700
30	4,320	—	—	3,700	8,660	—	—	3,700	15,000	—	—	3,700
31	—	—	—	—	8,690	—	—	3,700	—	—	—	—
Total	—	—	—	109,150	—	—	—	—	—	—	—	—
Mean	—	—	—	3,638	—	—	—	3,700	—	—	—	3,700

1/2 These values given in second-foot days where one second-foot day equals 1.9834 acre-feet.

TABLE 3
MINIDOKA POWER PLANT, UNITS 1-6

Sample Calculation

Condition II. Usable-Flow Without Restrictions on use of
Minidoka Water Rights and Excluding Storage-Flow

October 1, 1944 to September 30, 1945

Units: Cubic Feet Per Second

Date at Minidoka	Storage-Release Period					
	July		August		September	
	Normal-Flow at Minidoka Gage 1/	Usable-Flow	Normal-Flow at Minidoka Gage	Usable-Flow	Normal-Flow at Minidoka Gage	Usable-Flow
1	15,200	3,700	2,877	2,877	2,950	2,950
2	14,700	3,700	2,884	2,884	2,937	2,937
3	10,400	3,700	2,891	2,891	2,973	2,973
4	7,880	3,700	2,902	2,902	3,069	3,069
5	7,970	3,700	2,913	2,913	3,132	3,132
6	8,180	3,700	2,919	2,919	3,118	3,118
7	8,510	3,700	2,918	2,918	3,071	3,071
8	8,540	3,700	2,951	2,951	3,057	3,057
9	7,929 2/	3,700	3,071	3,071	3,066	3,066
10	7,089	3,700	3,009	3,009	3,067	3,067
11	6,407	3,700	2,985	2,985	3,092	3,092
12	6,604	3,700	2,952	2,952	3,222	3,222
13	7,024	3,700	2,962	2,962	3,219	3,219
14	7,841	3,700	2,958	2,958	3,232	3,232
15	8,175	3,700	2,992	2,992	3,255	3,255
16	7,662	3,700	3,061	3,061	3,287	3,287
17	6,181	3,700	3,082	3,082	3,319	3,319
18	6,000	3,700	3,081	3,081	3,324	3,324
19	6,000	3,700	3,079	3,079	2,914	2,914
20	6,000	3,700	3,089	3,089	2,814	2,814
21	5,722	3,700	3,089	3,089	3,425	3,425
22	4,590	3,700	3,186	3,186	3,353	3,353
23	3,802	3,700	3,291	3,291	4,126	3,700
24	3,400	3,400	3,321	3,321	3,946	3,700
25	3,400	3,400	3,300	3,300	3,705	3,700
26	3,390	3,390	3,219	3,219	3,425	3,425
27	2,862	2,862	3,153	3,153	3,239	3,239
28	2,865	2,865	3,104	3,104	3,453	3,453
29	2,866	2,866	3,052	3,052	2,301	2,301 3/
30	2,867	2,867	2,986	2,986	1,380	2,700 4/
31	2,873	2,873	2,962	2,962		
Total	—	109,623	—	94,239	—	95,114
Mean	—	3,536	—	3,040	—	3,170

1/ During period July 1-8, the normal-flow is equal to the recorded flow, since there is no storage-flow at the Minidoka gage.

2/ Storage releases begin on this date.

3/ Date of last irrigation storage release for the season.

4/ American Falls Reservoir storing water on this date. Adjusted-flow exceeds 2,700 c.f.s., so usable-flow equals 2,700 c.f.s.

Explanation of Columns - Tables 4 and 5

- Column 1 - Lake Walcott reservoir content at end of month in acre feet obtained from Watermaster's Annual Report.
- Column 2 - Lake Walcott reservoir elevation at end of month in feet referred to Minidoka gage whose zero elevation has been assumed at 4200.00 feet, M.S.L., read from capacity curve X-D-730.
- Column 3 - Lake Walcott average reservoir elevation, in feet, referred to Minidoka gage, taken as the average between the value in Column 2 for the end of that month and the previous month.
- Column 4 - Average tailwater elevation at Minidoka Dam in feet, referred to Minidoka gage, obtained from tailwater curve "Tailwater versus Release." Flow taken from Annual Reports on "Water Distribution and Hydrometric Work", District 36, Snake River near Minidoka, Idaho.
- Column 5 - Average power head in feet is the difference between average reservoir and tailwater elevations, Column 3 - Column 4.
- Column 6 - Average monthly usable flow, in cubic feet per second, taken from corresponding hydrologic data. (See accompanying hydrologic study).
- Column 7 - Computed output, in kilowatts, obtained from output curves, drawing 17-100-139, as previously explained.
- Column 8 - Total generation for the month, in thousands of kilowatt-hours, is obtained by multiplying average monthly generation Column 9, by the number of hours in the month.

TABLE 4
 MINIDOKA POWER PLANT
 UNITS 1-6

Sample Calculation

Condition I. Net Annual Power Production with
 Restrictions on Use of Minidoka Water
 Rights and Excluding Jackson Lake Storage Flow

October 1, 1944 to September 30, 1945

	1	2	3	4	5	6	7	8
	Lake Walcott							
	Water							
	Recorded	Surface	Average	Average	Aver.			
	Content	Elev.	Water	Tail-	Power	Average		
	End of	End of	Surface	water	Head	Usable		
	Month	Month	Elev.	Elev.	(3-4)	Flow	Computed	Output
	Acre						Average	1000
	Feet	Feet	Feet	Feet	Feet	CFS	KW	KWH
O	64,140	4242.3	4243.0	4194.3	48.7	1788	5085	3783
N	65,670	4242.5	4242.4	4194.3	48.1	1709	4860	3499
D	67,870	4242.7	4242.6	4194.2	48.4	1571	4410	3281
J	66,660	4242.6	4242.6	4195.2	47.4	2784	7560	5625
F	66,660	4242.6	4242.6	4195.2	47.4	2824	7740	5201
M	89,010	4244.6	4243.6	4195.3	48.3	2907	7965	5926
A	94,720	4245.0	4244.8	4196.5	48.3	3607	10084	7260
M	94,950	4245.0	4245.0	4196.8	48.2	3700	10084	7502
J	96,390	4245.1	4245.0	4196.8	48.2	3700	10084	7260
J	96,870	4245.2	4245.1	4196.8	48.3	3700	10084	7502
A	95,670	4245.0	4245.1	4196.8	48.3	3700	10084	7502
S	91,460	4244.7	4244.9	4196.8	48.1	3330	9186	6610

TABLE 5

MINIDOKA POWER PLANT
UNITS 1-6

Sample Calculation

Condition II. Net Annual Power Production
Without Restrictions on Use of Minidoka Water
Rights and Excluding all Storage Flow

October 1, 1944 to September 30, 1945

		Lake Walcott							
		Water							
Recorded	Surface	Average	Average	Average	Average	Average			
Content	Elev.	Water	Tail-	Power:	Head:	Usable			
End of	End of	Surface	water	(3-4):	Flow	Computed Output:			
Month	Month	Elev.	Elev.			Average	1000		
Acre									
Feet	Feet	Feet	Feet	Feet	Feet	CFS	KW	KWH	
O	64,140	4242.3	4243.0	4194.3	48.7	2,551	7,047	5,243	
N	65,670	4242.5	4242.4	4194.3	48.1	2,700	7,515	5,411	
D	67,870	4242.7	4242.6	4194.2	48.4	2,700	7,497	5,578	
J	66,660	4242.6	4242.6	4195.2	47.4	2,815	7,695	5,725	
F	66,660	4242.6	4242.6	4195.2	47.4	2,825	7,740	5,201	
M	89,010	4244.6	4243.6	4195.3	48.3	2,907	7,965	5,926	
A	94,720	4245.0	4244.8	4196.5	48.3	3,638	10,084	7,260	
M	94,950	4245.0	4245.0	4196.8	48.2	3,700	10,084	7,502	
J	96,390	4245.1	4245.0	4196.8	48.2	3,700	10,084	7,260	
J	96,870	4245.2	4245.1	4196.8	48.3	3,536	9,423	7,502	
A	95,670	4245.0	4245.1	4196.8	48.3	3,040	8,370	6,227	
S	91,460	4244.7	4244.9	4196.8	48.1	3,170	8,685	6,253	

TABLE 6

MINIDOKA POWER PLANT
UNITS 1-6

Sample Calculation

Net Annual Power Production Loss Due
to Restriction of Use of Minidoka Water
Rights

October 1, 1944 to September 30, 1945

1	2	3	4	5
:	:	:	Loss from	Gain from:
Year :	Computed Output 1000 KWH .		Restriction :	Americans:
and :	Condition II :	Condition I :	of use of :	Falls :
Month :			Water Rights :	Storage :
1945 :	:	:	:	:
Oct. :	5,243	3,783	1,460	:
Nov. :	5,411	3,499	1,912	:
Dec. :	5,578	3,281	2,297	:
Jan. :	5,725	5,625	100	:
Feb. :	5,201	5,201	0	:
Mar. :	5,926	5,926	0	:
Apr. :	7,260	7,260	0	:
May :	7,502	7,502	0	:
June :	7,260	7,260	0	:
July :	7,502	7,502	:	0
Aug. :	6,227	7,502	:	1,275
Sept.:	6,253	6,610	:	357
Total:	:	:	5,769	1,632

Total Annual Loss 5,769

Total Annual Gain ^{1/} 1,632

Annual Net Loss 4,137

^{1/} Contractually limited not to exceed the amount of annual loss.

Palisades Project
Operating Plan for Palisades Reservoir
As Set Forth in the Appendixes of
House Document No. 720, 81st Congress

The Bureau of Reclamation plans to construct and operate Palisades Reservoir for the optimum multiple-purpose use of the entire storage of 1,400,000 acre-feet. To attain this objective, the storage below elevation 5,497 feet mean sea level, approximating 200,000 acre-feet, will be reserved for dead storage and allocated exclusively to the production of hydroelectric power and the maintenance of a permanent pool for the preservation and propagation of fish and wildlife. The remainder of the storage capacity in the amount of 1,200,000 acre-feet will be operated in the joint interests of irrigation and flood control governed by the best available runoff forecasts.

The Bureau of Reclamation will forecast from time to time during the period from February 1 to July 31 of each year, on the basis of precipitation, temperature, snow survey, and runoff data, the volume of runoff that may be expected in the drainage area tributary to the Snake River above Heise, Idaho. To the extent that such services can be arranged for by cooperative agreements, the Bureau of Reclamation will make the forecasts hereunder after consultation with the reclamation engineer of the State of Idaho or his authorized representative, and the Chief of Engineers or his authorized representative. To facilitate the forecasting of runoff the Bureau of Reclamation will expand the existing hydrologic network and will establish and operate continuously a system for the efficient assembling and analyzing of the basic data. Until such time as a better method of forecasting be devised, the forecasts will be based upon

estimates of area-elevation weighted snow water content as determined from periodic snow surveys on or about February 1, March 1, April 1, and May 1, and upon precipitation for September of the preceding year. A sample curve of the correlation between weighted snow water content on April 1 of a given year plus precipitation of the preceding September and the resultant runoff from April 1 to July 31, inclusive, of the year in question, is shown on Plate II.

To the end of accomplishing the optimum multiple-use of the reservoir, the Bureau of Reclamation, beginning with the first year the reservoir is put into operation, will operate the reservoir on the basis of the forecasted runoff as nearly as practicable in accordance with the following plan:

1. For the purpose of rules and regulations to be prescribed by the Secretary of the Army under section 7 of the Flood Control Act of 1944 (58 Stat. 887, 890) the storage space allocated to flood control is defined as follows:

It is the reservoir space which, using the governing forecast of flood runoff for the year, according to the curves shown on Plate I is required to the end of controlling the forecasted flood volume from the time in that year that reservoir inflow first exceeds 20,000 second-feet through the succeeding July 31 by releases from the reservoir during that period such that the flow at the Heise gage will not exceed 20,000 second-feet, in so far as this control can be accomplished with a reservoir capacity not exceeding 1,200,000

acre-feet. The governing forecast of flood volume for each year is the forecast made as of the day when reservoir inflow in that year first exceeds 20,000 second-feet.

The parameters shown on Plate I, empirically derived from floods of record, are enveloping curves of the storage requirements for various volumes of total forecast runoff from any given date to July 31. The reservoir capacity required to control the flood to a discharge of 20,000 second-feet (or less) below the dam is indicated by the ordinate of the parameter corresponding to the forecasted runoff on the date when the inflow to the reservoir exceeds 20,000 second-feet.

2. During the period of each year from the date of the first forecast about February 1 to the date of making the governing forecast for that year (approximately the middle of May) herein designated as the evacuation period, the reservoir will be operated in such a manner that the required reservoir level as determined by the parameters on Plate I at the time inflow to the reservoir exceeds 20,000 second-feet can be attained with minimum practicable rates and fluctuations of discharge. The rate of discharge during the evacuation period would be determined as follows: The reservoir level required on or about May 15 (the date on which inflows normally may be expected to exceed 20,000 second-feet) would be estimated by use of the parameters on Plate I and a May 15 forecast would be derived by deducting probable minimum inflows for the intervening period

NOTES:

- Parameters are anticipated flood run-off of Snake River at Heise in millions of acre-feet for the remainder of the season from any given date to July 31. The anticipated run-off is the forecast flow at Heise less the storage capacity available in Jackson Lake. A minimum of two hundred thousand acre-feet of storage space in Jackson Lake will be held vacant until May 1 of every year unless the forecast indicates that storage should begin earlier to insure filling that space.
- Storage reservation based upon a release which would give a maximum regulated flow at Heise of twenty thousand second-feet.

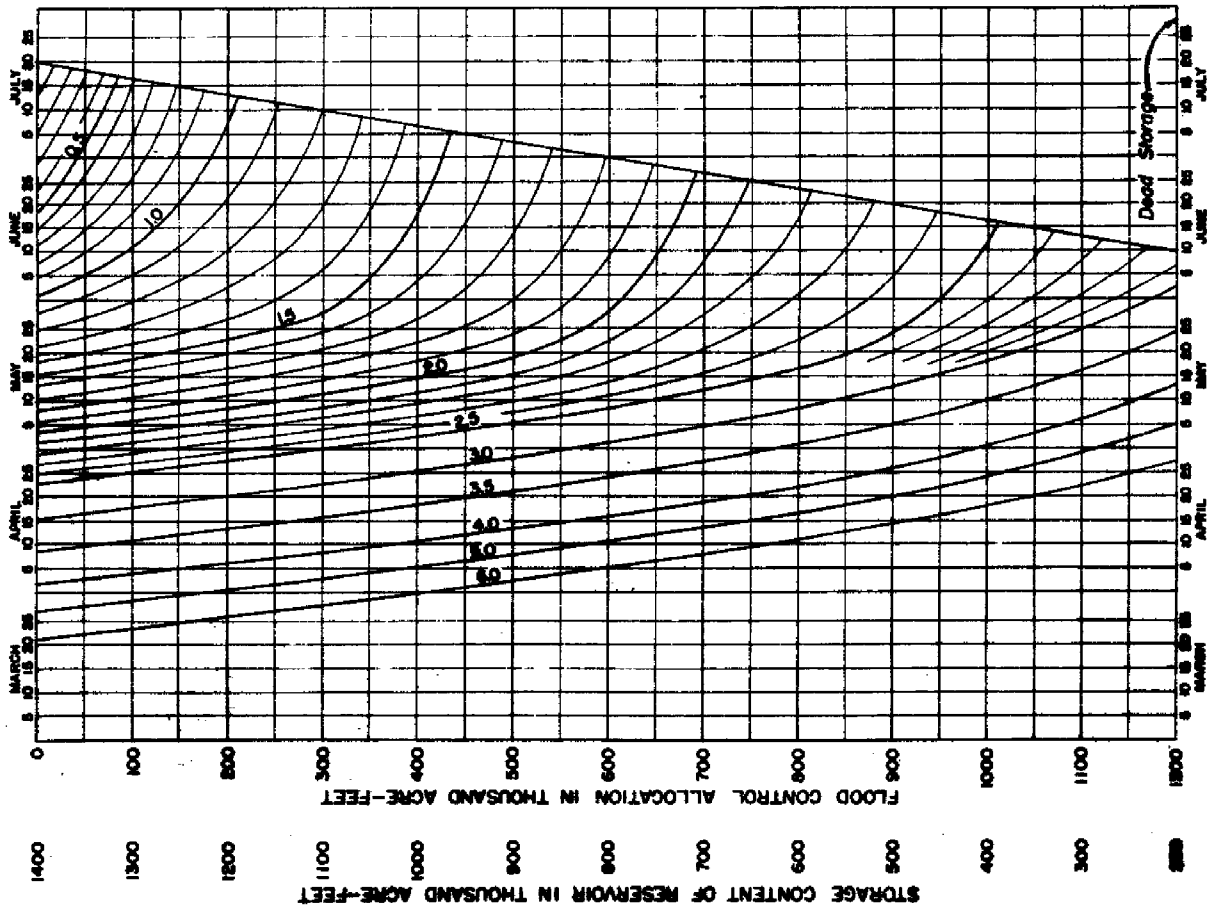
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

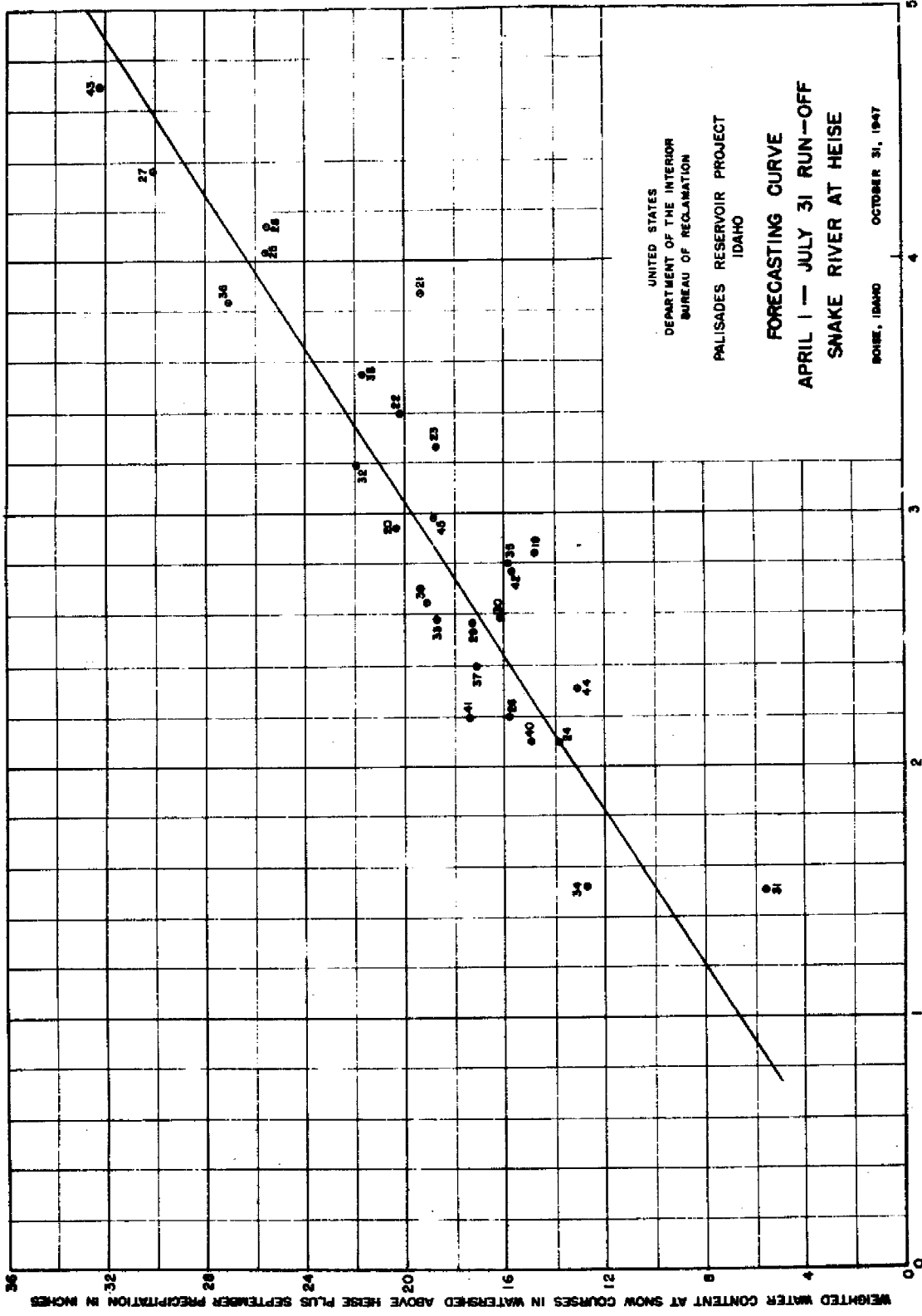
PALISADES RESERVOIR PROJECT
IDAHO

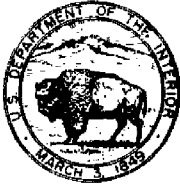
ALLOCATION OF FLOOD CONTROL SPACE

BOISE, IDAHO OCTOBER 31, 1947

PLATE I







United States Department of the Interior



BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING & U.S. COURTHOUSE
BOX 043-550 WEST FORT STREET
BOISE, IDAHO 83724-0043

IN REPLY
REFER TO:

PN 440

JAN 25 1991

Memorandum

To: Regional Director, Boise ID

From: Regional Supervisor of Water, Power, and Lands, Boise ID

Subject: Sale of 33,000 Acre-Feet of Space in Palisades Reservoir to Wyoming, Palisades Project (Repayment Contract)

The enclosed subject repayment contract (No. 1-07-10-W0823) was signed by you on October 22, 1990, and by Wyoming Governor, Mike Sullivan on October 31, 1990. A similarly signed original contract has been retained by Wyoming. Because the contract has been executed, this approval memorandum merely completes the contracting process and documents the various issues and changes made during contract negotiations with the State of Wyoming.

Background:

The contract provides Wyoming 33,000 acre-feet of space in Palisades Reservoir, which Wyoming may use, insofar as can be accomplished through coordinated project operations, to provide instream flows below Jackson Lake Dam, to maintain higher levels in Jackson Lake, to provide replacement storage as required by the 1949 Snake River Compact, or for other purposes as Wyoming may desire.

Palisades Dam and Reservoir is a Reclamation constructed multipurpose development serving irrigation, power, flood control, recreation, and fish and wildlife. The project was reauthorized by Congress on September 30, 1950. Construction was initiated in 1951 and completed in 1957. The reservoir has a total capacity of 1,401,000 acre-feet with active capacity of 1,200,000 acre-feet. With the execution of this contract, Reclamation has contracted with 53 spaceholders for 1,180,520 acre-feet.

In a July 13, 1989, letter to the Regional Director, the Commissioner approved the Basis of Negotiation submitted by the Region on May 9, 1989.

Contract Terms And Conditions:

The contract was written with the intent of treating Wyoming, as near as possible, the same as other existing Palisades spaceholders. Accordingly, this contract utilizes articles and language that are identical to those that appear in contracts with other Palisades spaceholders. Obviously, due to the nature of the proposed use of water accruing to Wyoming's space and due to the

operational exchange of space between Palisades and Jackson Lake reservoirs, additional language and conditions apply to this contract while certain other standard Palisades contract articles were deleted.

Explanatory Recitals: The recital reiterates the more important concepts and requirements of the 1949 Snake River Compact. Under the Compact, four percent of the waters of the Snake River measured at the common boundary, exclusive of established rights, are allocated to Wyoming. Under the Compact, one-half of the 4 percent, or 2 percent may be used by Wyoming without requirement for replacement storage space. And in order for Wyoming to use or store the remaining 2 percent, replacement storage in the amount of one-third of such use is to be provided for the benefit of existing Idaho water users. It has been estimated that 4 percent of the waters of the Snake River, at the Idaho-Wyoming border is approximately 200,000 acre-feet in any given year, and one-third of 4 percent amounts to about 33,000 acre-feet. Reclamation administratively set aside 33,000 acre-feet of space in Palisades Reservoir as replacement storage should the need arise to compensate Idaho water users.

Article 3: The contract provides Wyoming the water accruing to 33,000 acre-feet of space in Palisades Reservoir for uses as previously described. If development in Wyoming occurs which triggers the replacement provision of the Compact, then Wyoming can utilize the 33,000 acre-feet of storage in Palisades Reservoir to provide replacement storage to Idaho water users. See further discussion on article 9.

Article 4: The 33,000 acre-feet purchased by Wyoming represent 2.750 percent of the active capacity of the reservoir. The United States will make available to Wyoming the stored water accruing to such space in Palisades Reservoir.

Article 5: This article establishes the investment obligation at \$567,270 (\$17.19 per acre-foot). The sale is considered an interest bearing function. Accordingly, the investment obligation includes Wyoming's proportionate share of the construction cost allocated to irrigation amounting to \$541,200 (\$16.40 per acre-foot), plus a proportionate share of interest during construction amounting to \$26,070 (\$.79 per acre-foot). The construction cost component is based on the full Palisades project construction cost allocated to the irrigation function, less an adjustment for the cost of the Michaud Flats - Fort Hall Project which is included with Palisades for accounting purposes. Consequently, Wyoming will not receive "financial assistance to irrigation" from power revenues as is authorized for Palisades irrigation spaceholders. Construction costs were taken from the Cost and Repayment Statement, Palisades Project, as of September 30, 1989. The interest during construction component is based on the proportionate share of IDC allocated to the irrigation function as developed in the Final Cost Allocation Report approved March 1970. Documentation of the construction and IDC charges are included in the enclosure.

Article 5 also specifies that the investment charge obligation will be paid to the United States in full, prior to June 30, 1991, contingent upon approval by the Wyoming Legislature. If the Wyoming Legislature fails to approve the contract by that date (including funding), the contract shall be voided.

Article 6: Wyoming is also obligated to pay its proportionate share (2.750 percent) of the operation and maintenance (O&M) cost of Palisades Dam and Reservoir. Such costs shall include appropriate overhead charges associated with the Minidoka Project Office. Wyoming, like other Palisades spaceholders, will pay its share of operation and maintenance cost on or before April 1, of the year for which it is issued or such other date as may be agreed upon. Operation and maintenance charges will start with the 1991 irrigation season.

If funds advanced by Wyoming exceed Wyoming's share of the actual costs of operation and maintenance of the dam and reservoir, the surplus will be credited to the succeeding year. Wyoming had requested that interest be paid on surplus O&M collected in a given year. It is standard practice to credit surplus funds to the following year without the payment of interest. Conversely, if operation and maintenance funds are under-collected, spaceholders fund the deficit in the following year.

Article 7: Wyoming suggested alternative language regarding the liability of the United States. They suggested language from the Buffalo Bill contract. However, after discussions with Wyoming, the original language was modified slightly and retained.

Article 9: Agreements made by Wyoming with others for uses of water in Wyoming are subject to other provisions in the contract, including article 14, which provides the United States an opportunity to review all contracts prior to execution by Wyoming. However, the United States will not require that it be a party to these contracts.

Article 10(e): Article 10(e) stipulates that an operating agreement will be developed between Reclamation and Wyoming to cover the operation of Jackson Lake and Palisades Reservoirs and the delivery of Wyoming's water. As per existing operating arrangements, the District 1 Watermaster will also be involved. The Project Superintendent, Minidoka Project Office will be the responsible party for Reclamation.

Article 10(d) and Article 18: Article 10(d), in conjunction with article 18, is the foundation of the agreement between the United States and Wyoming, whereby Palisades water can be of benefit to Wyoming. Article 10(d) provides that water ordered by Wyoming can be exchanged and delivered from Jackson Lake. Because Palisades is downstream, it is only through exchange with Jackson Lake water that Wyoming's water in Palisades can be put to use in Wyoming. Once water ordered by Wyoming and released from Jackson Lake passes into Idaho, Wyoming then relinquishes all rights to the use of that water. Accordingly, water ordered by Wyoming and released from Jackson Lake can not also be placed in the Idaho Water Bank. However, to the extent that once such water ordered by Wyoming and released from Jackson Lake returns into Idaho, it essentially becomes natural flow and can be used to fill spaceholder's rights in Palisades (including Wyoming's) once the prior senior water rights are met (i.e., winter water savings, American Falls, etc.).

Article 11: This article is not a standard Palisades contract article. It was included to confirm the fact that this contract does not affect the Snake River Compact.

The 33,000 acre-feet was space previously held as uncontracted space in Palisades by Reclamation to meet replacement requirements under article III A.2. of the Compact.

This contract does not relieve Wyoming of its Compact obligations and water accruing hereunder will be used to meet replacement requirements under terms of the Compact unless other arrangements are made.

Article 12: Wyoming is not part of the winter water savings provision and will not be entitled to special storage rights in Palisades Reservoir by reason of the program set out in this article.

The winter water savings provision is a means to curtail and thereby save water from November 1 to April 30 of each storage season. Certain water user organizations have contracted with the United States to not divert during this period. Those participating receive an earlier priority storage right in exchange for contracting to curtail these winter diversions. The reason the winter water savings provision was included in the contract is that Wyoming thereby recognizes the priority rights of other spaceholders in Palisades.

Article 13: It is the objective of the United States in the operation of American Falls and Minidoka Dams to curtail the release of additional water from American Falls for power production at the Minidoka powerplant during the storage season of any year whenever operation of the powerplant to the full extent of the water rights for power production would result in loss of irrigation water otherwise storable in the reservoir system.

Such operation can result in the loss of power and energy in certain years. Wyoming, along with the other spaceholders benefiting from the water savings resulting from the operations specified in this article, will pay for the replacement power and energy.

Article 14: Wyoming is subject to Reclamation law, including the Reclamation Reform Act of 1982. Full repayment of the investment obligation removes the excess lands provision of the RRA. However, the water conservation provisions remain in effect.

Contracts made by Wyoming with others for the use of water accruing to its space shall be subject to this contract, including the right of the United States to review all contracts prior to execution by Wyoming.

Article 15: Like other Palisades spaceholders, Wyoming may place water accruing to its credit in Palisades Reservoir in the Idaho Water Bank for rental to other entities. Rentals shall not exceed 20 years. The usual Water Bank rules will apply to such placement. Although the rental rate is established by the Idaho Water Bank (Advisory Committee), the articles language, like other Palisades water rental articles, specifies that the rate cannot exceed Wyoming's annual obligation to the United States when computed

on an annual basis, plus an amount to cover other costs of Wyoming that are properly apportionable to the water. Wyoming will pay off the investment obligation up-front, hence the addition of the phrase "when computed on an annual basis."

Article 15(b) emphasizes the point that water stored in Palisades Reservoir and ordered by Wyoming and released by exchange from Jackson Lake, cannot be placed in the Idaho Water Bank for rental. This confirms previous contract language that specifies that Wyoming relinquishes all rights to contract water (ordered and released from Jackson Lake) once it crosses the Idaho-Wyoming border.

Article 17 (b): The State of Wyoming requested explanation and clarification regarding the contract provision that Wyoming shall pay its proportionate share of the costs incurred by the District 1 Watermaster in the delivery and distribution of water. Discussions with the District 1 Watermaster have indicated that there may be annual costs chargeable to Wyoming, the amount of which is unknown at this time. The watermaster indicated that in some cases the obligation may be met by other than direct cash payment --- such as by having the entity participate in construction of a stream gauging station or other measures. This information was passed on to Wyoming via letter and in negotiation meetings.

Article 18: This article was included to confirm the fact that through the Federal reservoir system on the Snake River, the United States will operate the system, to the extent possible, to deliver water ordered pursuant to this contract. Accordingly, to the extent possible, Reclamation will deliver water ordered by Wyoming from Jackson Lake by exchange with water rights held in Palisades. A formal exchange of rights between spaceholders in Palisades and Jackson Lake will not be necessary.

Article 20: This article specifies that the actual ordering of water will be affected by Wyoming notifying the Superintendent, Minidoka Project, in advance, of the amount of water to be delivered within the limits of its entitlement. Also, at the beginning of each calendar year Wyoming shall designate in writing to the Superintendent, Minidoka Project, the Wyoming official responsible for ordering water under this contract. This last provision was added in order to avoid confusion over the possibility of different Wyoming State agencies requesting flow releases or reservoir operating conditions that may conflict with each other.

The standard Palisades contract article stating that "actions by the watermaster under provisions of this article shall be as agent of Wyoming" was deleted. Wyoming felt that this language raised several legal issues, including the issue of an Idaho official acting as agent for Wyoming for uses in Wyoming. Wyoming would benefit from the services of the watermaster, as discussed in article 20, but it was agreed by both parties that the deleted language was unclear in this case.

Article 22: During negotiations, Wyoming inquired about the potential cost incurred should the Federal government bring legal proceedings or take other measures towards the defense and protection of its water rights as described in this article. Reclamation responded that there was no known pending litigation. Furthermore, Wyoming asked whether this included the ongoing adjudication of the Snake River by the State of Idaho. Specifically, they inquired if there will be a charge to each of the system reservoir spaceholders for the cost of the adjudication. Discussions with the Field Solicitor's office indicate that this issue is still unresolved.

Article 24: During the negotiation phase, Wyoming asked for representation on the Advisory Committee. Reclamation replied that the Advisory Committee, being the Committee of Nine was formed April 23, 1919, under the authority of the State of Idaho and that Reclamation has no authority to unilaterally add members to the committee. Wyoming can attend committee meetings and approach the committee on various matters. Wyoming would be a spaceholder like the 53 other spaceholders in Palisades Reservoir.

Standard Provisions:

The Confirmation of Contract article was deleted from the contract as requested by Wyoming. Wyoming stated that since the Governor of Wyoming (rather than an individual irrigation district) would be signing the contract, he is legally binding the State to the terms of the contract, thus negating the need for a court confirmation.

The Notices article was revised and placed in the main body of the contract (article 25). The new article was titled "Notices and Designation of Responsible Agencies." Notices on behalf of the United States are to be mailed or delivered to both the Wyoming Water Development Commission and to the State Engineer's Office.

The Water Conservation article was modified slightly as per Wyoming's suggestion. The article, as modified, applies only to consumptive uses of water in Wyoming rather than to the delivery or conveyance of "all" water, whatever the use, from or through Federal facilities. The modification recognizes that Wyoming's intent for the purchased water is for instream flows and/or to maintain reservoir levels.

The Changes In Contractors Organization article was deleted as per Wyoming's suggestion.

Legal And Policy Considerations:

The proposed contract complies with Reclamation and State laws. The Field Solicitor, Boise, Idaho, has found the contract to be legally sufficient. The State of Wyoming has authority to contract with the United States. The proposed contract fulfills NEPA compliance by a Finding Of No Significant Impacts, signed by the Regional Environmental officer on October 12, 1990. Notice of the contract negotiations was published in newspapers (Jackson Hole, Twin Falls, Burley, Pocatello, Idaho Falls) in October and November 1989, and in the Quarterly Status Tabulation of Proposed Contractual Actions in the

Federal Register. There was not any known public concerns or controversy that required additional consideration prior to contract execution. The State of Idaho and various Idaho irrigation interests were informed of the terms of the contract, and of issues raised during negotiations.

Findings And Recommendations:

We believe the executed contract is in the best interest of the United States and the State of Wyoming.

Max E. Van Der Berg

Enclosure

Concur:

John W. Keyp, III

Regional Director

FEB. 15, 1991

Date

P A L I S A D E S P R O J E C T

SUPPORTING INFORMATION FOR DERIVATION OF ALLOCATED IRRIGATION
COST PER ACRE FOOT OF ACTIVE CAPACITY AND SUMMARY OF TOTAL
INVESTMENT COST

Source: Palisades Project, Cost and Repayment Statement,
Cost as of Sept. 30, 1989, USBR, PN Region

Item	Amount
Total project cost allocated to irrigation	\$23,837,916
Less obligations assumed from: 1/	
Michaud Flats	\$2,081,439
Fort Hall	2,081,439
	4,162,878 - - -
	4,162,878
Equals construction cost allocated to irrigation for Palisades only	\$19,675,038
Per Acre Foot of Active Capacity:	
\$19,675,038	
1,200,000	= \$16.40

1/ Cost of Michaud Flats and Fort Hall assigned to Palisades for repayment are deducted. These costs are for financial assistance (from the FCRPS) to irrigation for these two projects, and not cost associated with construction of Palisades Dam and Res.

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Investment Summary For 33,000 Acre Feet

Construction	33,000 x \$16.40	= \$541,200
Interest During Construction	33,000 x \$.79	= 26,070
Total Investment Obligation		\$567,270

P A L I S A D E S P R O J E C T

Derivation Of Interest During Construction (IDC) Associated With
33,000 Acre Feet Of Space -- Proposed Sale To Wyoming

IDC data from: Final Report, Allocation of Costs, Palisades
Project-Idaho, Boise, Idaho, Revised Sept. 1969, Approved March
1970.

Basic Criteria:

1. By Legislative directive the final cost allocation for
Palisades is the average of the priority-of-use method and the
alternative justifiable expenditure method---as prepared in above
report.

2. For IDC computation purposes the 33,000 acre feet is
considered part of the active space of the reservoir -- total
active space is 1,200,000 acre feet, which is joint use space.

3. The sale to Wyoming of 33,000 acre feet is considered an
interest bearing function, or use -- as Wyoming indicates the
water may be used for both consumptive and nonconsumptive
purposes. As such, IDC is considered a reimbursable investment
cost (as per Commissioners office recommendation) along with the
allocated construction cost. Accordingly, an IDC factor was
developed, utilizing IDC data from the Final Cost Allocation
Report, by dividing the allocated irrigation IDC by the amount
of reservoir joint use space. IDC was then proportionately
assigned to the 33,000 acre feet of joint use space.

Computation of IDC on 33,000 acre feet

1. \$ 690,000 Irrig. IDC with AJE method (page 15)
 +1,213,797 Irrig. IDC with Priority of Use Method (page 16)

 \$1,903,897 ---- So, average of 2 methods = \$951,948.50

2. 1,200,000 acre feet of active space used jointly for
irrigation, power, and flood control.

3. Cost per acre foot of active space:
\$951,948.50 / 1,200,000 = \$.79 per acre foot

4. Applied to 33,000 acre feet of space:

33,000 ac ft x \$.79 = \$26,070

PALISADES PROJECT AS OF SEPTEMBER 30, 1989
STATEMENT OF PROJECT CONSTRUCTION COST AND REPAYMENT

COST	SUPPORTING SCHEDULE	PROJECT TOTAL	IRRIGATION	COMMERCIAL POWER	FLOOD CONTROL	RECREATION
PLANT, PROPERTY & EQUIPMENT						
MULTIPURPOSE PLANT	1	45,858,828	13,899,512	2,021,788	29,935,528	0
ELECTRIC PLANT	2	13,725,553	5,827,477	8,098,076	0	0
RECREATION FACILITIES	3	144,415	0	0	0	144,415
FLOOD CONTROL PLANT	3	825,891	0	0	825,891	0
CONSTRUCTION WORK IN PROGRESS	4	1,145	0	0	1,145	0
OTHER PHYSICAL PROPERTY						
VISTA HOUSE & VISTA FAC.	4	47,815	14,494	2,115	31,208	0
CAPITALIZED MOVABLE EQUIPMENT	5	427,528	133,555	48,083	245,910	0
TOTAL CONSTRUCTION COST		61,029,175	19,875,838	10,170,042	31,039,680	144,415
OTHER CHARGES						
INTEREST DURING CONSTRUCTION	2	738,251	0	738,251	0	0
REPAYMENT OBLIGATIONS ASSUMED FRM MICHAUD FLATS & INDIAN LGS 1/	8	4,182,878	4,182,878	0	0	0
SUBTOTAL		4,899,129	4,182,878	738,251	0	0
TOTAL COSTS		65,928,304	23,837,916	10,908,293	31,039,680	144,415
REPAYMENT						
REPAYMENT REALIZED						
REPAYMENT CONTRACTS MATURED	PF-81	8,024,815	8,024,815			
CONTRIBUTIONS		3,827		3,827		
OTHER ACCUM NET INCOME OR LOSS						
POWER REVENUES		7,725,599		7,725,599		
WATER RENTALS		25,228	25,228			
MISCELLANEOUS-POWER		78,081		78,081		
NONFUNDED DEPRECIATION		1,882,238		1,882,238		
SUBTOTAL		15,717,586	8,049,843	9,867,743		
ANTICIPATED FUTURE REPAYMENT						
REPAYMENT CONTRACTS UNMATURED	PF-81	1,847,990	1,847,990			
FUTURE REPAYMENT CONTRACTS	7	408,720	408,720			
EXCESS OF INCOME OVER EXPENSE POWER REVENUES 1/		15,751,238	14,512,888	1,238,550		
SUBTOTAL		18,005,948	16,769,398	1,238,550		
TOTAL REPAYMENT		33,723,534	22,817,241	10,906,293		
OTHER CREDITS						
REPAYMENT OBLIGATIONS TRFR TO:						
MICHAUD FLATS PROJECT	1	318,975	318,975			
MINIDOKA PROJECT	1	703,700	703,700			
NONREIMBURSABLE CONSTR EXPENSE 2/		31,184,095			31,039,680	144,415
SUBTOTAL		32,204,770	1,020,675		31,039,680	144,415
TOTAL REPAYMENT AND OTHER CREDITS		65,928,304	23,837,916	10,908,293	31,039,680	144,415

1/ THIS FIGURE INCLUDES \$2,081,439 ALSO SHOWN ON MICHAUD FLATS STATEMENT OF PROJECT CONSTRUCTION COST & REPAYMENT AND \$2,081,439 OF FORT HALL INDIAN LANDS, MICHAUD DIVISION NOT SHOWN ON ANY OTHER STATEMENT OF PROJECT CONSTRUCTION COST & REPAYMENT. SEE ACT OF 8/31/54 MICHAUD FLATS PROJECT SEC. 2(B) AND SEC. 3 (A)(2).

2/ P.L. 884 184 STAT. 1088

PREPARED BY _____ DATE _____

APPROVED BY _____ DATE _____