



IN REPLY  
REFER TO:

UNITED STATES  
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION  
Region 2  
Klamath Project  
P. O. Box R  
Klamath Falls, Oregon 97601

APPENDIX B - Ken Contract with  
Reclamation for the Operation of  
Keno Dam

January 16, 1968

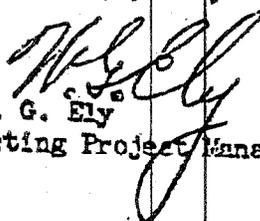
Pacific Power & Light Company  
Public Service Building  
Portland, Oregon

Attention: Mr. E. Robert deLuccia  
Senior Vice President

Gentlemen:

Enclosed are two bound copies of "Contract between the United States  
and Pacific Power & Light Company for Keno Development Pursuant to  
Klamath River Project No. 2082 as Amended," executed by Regional  
Director R. J. Pafford, Jr., for your use.

Sincerely yours,

  
W. G. Ely  
Acting Project Manager

Encl. in dupl.

copied for Messrs. Jackson, Frisbee, McKee, Beard, Spicer,  
Hurlbut, Millay, Stiles\*, Alspaugh\*, Lisbakken (6)\*, Hadberg\*,  
Rives/H. Smith\*

\*w/encl.

(signed contracts sent to Central File)

with  
1811

R.O. Draft 3/22-1967  
Rev. R.O. 7/6-1967

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Klamath Project, Oregon-California

Contract No.  
14-06-200-3579A

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND PACIFIC  
POWER & LIGHT COMPANY FOR KENO DEVELOPMENT PURSUANT  
TO KLAMATH RIVER PROJECT NO. 2082 AS AMENDED

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1 UNITED STATES  
2 DEPARTMENT OF THE INTERIOR  
3 BUREAU OF RECLAMATION  
4 Klamath Project, Oregon-California

Contract No.  
14-06-200-3579A

5 CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND PACIFIC  
6 POWER & LIGHT COMPANY FOR KENO DEVELOPMENT PURSUANT  
7 TO KLAMATH RIVER PROJECT NO. 2082 AS AMENDED

8 THIS CONTRACT, made this 4<sup>th</sup> day of January, 1968,  
9 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388),  
10 and acts amendatory thereof or supplementary thereto, between THE  
11 UNITED STATES OF AMERICA, hereinafter referred to as the United States,  
12 represented by the Regional Director, Region 2, Bureau of Reclamation,  
13 hereinafter referred to as the Contracting Officer, or his successor,  
14 and the PACIFIC POWER & LIGHT COMPANY, hereinafter referred to as the  
15 Company, a corporation organized under the laws of the State of Maine,

16 WITNESSETH, That:

17 EXPLANATORY RECITALS

18 WHEREAS, the parties hereto entered into a contract on  
19 June 23, 1930, as amended June 30, 1931, granting the Company certain  
20 rights upon public land acquired by the United States in connection  
21 with the reclamation development of the Klamath Project of the  
22 United States; and

23 WHEREAS, pursuant to the above contract, the Company has  
constructed at approximately Mile 235.8 in the Klamath River at Keno  
a needle-type dam for regulatory purposes; and

1           WHEREAS, the Company proposes to construct the Keno Development  
 2 consisting as a first stage of removal of the existing needle-type dam,  
 3 construction of a new diversion dam at approximately Mile 235, channel  
 4 improvements upstream from said dam, and as a second stage construction  
 5 of power facilities, all as proposed in the application for amendment  
 6 of License for Project No. 2082 made March 29, 1965, before the Federal  
 7 Power Commission; and

8           WHEREAS, the Federal Power Commission on November 29, 1965,  
 9 issued an Order Further Amending License for Klamath River Project  
 10 No. 2082, and said Order provides in Article 55 thereof:

11           "Article 55. The Licensee shall enter into a formal  
 12 agreement with the United States Bureau of Reclamation for  
 13 the purpose of regulating the level of Lake Ewauna and the  
 14 Klamath River between Keno Dam and Lake Ewauna, and in the  
 15 event that the Licensee and the Bureau fail to reach agree-  
 16 ment, the Commission will prescribe the terms of such  
 17 regulation after notice and opportunity for hearing.";

18 and

19           WHEREAS, this contract is entered into under said Article 55  
 20 and shall not be construed to affect the obligations of the Company  
 21 under any other provision of the License not related to Article 55; and



1                    OPERATION OF DIVERSION DAM FOR REGULATION OF WATER LEVELS

2            2. (a) When the United States is diverting water from the  
3 Klamath River for uses within the Klamath Project, the Company will  
4 operate the diversion dam so that the upstream water level will not  
5 be below the minimum normal objective operating height of  
6 elevation 4085.0, Bureau of Reclamation datum, at or near the location  
7 of the present Highway No. 66 bridge at Keno, Oregon, unless the flow  
8 in the Klamath River at the diversion dam equals or exceeds six  
9 thousand (6,000) cubic feet per second.

10            (b) The Company shall operate the diversion dam when  
11 desired by the United States to provide for the discharge of three  
12 thousand (3,000) cubic feet per second from the Lost River Diversion  
13 Channel and three hundred (300) cubic feet per second from the  
14 Klamath Straits Drain at all times when the flow from Link River  
15 is at or below ten thousand (10,000) cubic feet per second. When  
16 flow from Link River exceeds ten thousand (10,000) cubic feet per  
17 second, the parties shall cooperate in operating their facilities  
18 in order to minimize loss and damage to the area. The United States  
19 may increase its inflow to the Klamath River at or downstream from  
20 the Klamath Straits Drain from three hundred (300) cubic feet per  
21 second to one thousand (1,000) cubic feet per second when the flow  
22 from Link River is at or below nine thousand three hundred (9,300)

1 cubic feet per second. The United States will limit its discharges  
 2 in accordance with the foregoing except when, and to the extent  
 3 that, a greater discharge, together with the Company's planned  
 4 discharge from Link River and other inflow (with the gates at the  
 5 diversion dam adjusted to accommodate the total planned flow)  
 6 will not raise the water level above elevation 4086.5 (Bureau of  
 7 Reclamation datum) in the upper portion of Lake Ewauna.

8 (c) The Company and the United States will exchange  
 9 information on recorded and estimated flows, will agree on criteria  
 10 for operations affecting the other party and will notify the other  
 11 party of proposed operations affecting the other party. Operating  
 12 personnel of the respective parties will make appropriate arrange-  
 13 ments for the foregoing.

14 (d) Elevations referred to in subdivisions (a) and (b)  
 15 of this article are given on Bureau of Reclamation datum. Primary  
 16 control point for such datum is a benchmark consisting of a brass  
 17 cap established in 1907 and located on the intake works of "A"  
 18 canal near Link River Dam at the outlet of Upper Klamath Lake.  
 19 The benchmark is marked elevation 4148.0, which on the Bureau of  
 20 Reclamation datum is elevation 4148.650 feet. Secondary benchmarks  
 21 (the primary benchmark to control in case of question) used to  
 22 establish elevations referred to in subdivisions (a) and (b) of  
 23 this article are:

1 (i) Lake Ewauna: Benchmark L-74 (OSHD), set in  
2 1931 on the southwest corner of Main Street Link River  
3 Bridge. Elevation on Bureau of Reclamation datum is  
4 4095.90 feet.

5 (ii) Highway No. 66 bridge: Benchmark #11 (USGS)  
6 set in 1905 about 410 feet northeast of Highway 66 bridge  
7 across Klamath River at Keno in a rock outcrop. Elevation  
8 on Bureau of Reclamation datum is 4111.07 feet.

9 Established gages at Highway 66 bridge and Highway 97 by-pass  
10 bridge crossing the Link River (the latter to determine elevation  
11 of upper portion of Lake Ewauna) will be used for operations under  
12 this contract, and elevations established by reading of such gages  
13 shall be conclusive on all parties as to any matter hereunder. In  
14 case of question as to setting of such gages for future operations,  
15 the question will be resolved by reference to the primary benchmark.  
16 Gages other than those specified above may be used for operations  
17 under this contract provided that adequate correlation is established  
18 in advance and agreed to by both parties from the gage to the control  
19 point location specified in subdivisions (a) and (b) of this article.  
20 Upon the establishment of such alternate gages, elevations established  
21 by such gages shall be conclusive and the gages may be reset as  
22 provided above for the existing gages.

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UNITED STATES TO BE HELD HARMLESS

3. The Company shall reimburse the United States for damage to its property resulting from, and shall hold the United States harmless from all claims for damage caused by reason of, water levels in Klamath River and Lost River Diversion Channel other than would have obtained had the new diversion dam not been built or the then existing channel improvements made by the Company not been made.

SUCCESSORS AND ASSIGNS OBLIGATED

4. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto.

OFFICIALS NOT TO BENEFIT

5. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

By *R. J. Paddock*  
Regional Director, Region 2  
Bureau of Reclamation

PACIFIC POWER & LIGHT COMPANY,

By *S. M. De Lucia*  
Vice President *AB*

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

## PACIFIC POWER &amp; LIGHT COMPANY

## Certified Copy of Resolution

I, M. E. Thompson, a duly elected and acting Assistant Secretary of Pacific Power & Light Company, a corporation of the State of Maine, HEREBY CERTIFY that the following is a full and true copy of a certain resolution which was duly adopted by its board of directors, at a meeting thereof duly held on September 13, 1967, namely:

RESOLVED, that the President or a Vice-President and the Secretary or an Assistant Secretary of Pacific Power & Light Company be authorized, and each of them is hereby authorized, in the name of and on behalf of the Company to enter into and execute a contract between the United States of America, Department of Interior, Bureau of Reclamation and Pacific Power & Light Company referring to the operation of the Keno Development portion of FPC Project No. 2082 substantially in the form set out in the draft identified R.O. Draft 3/22-1967, REV R.O. 7/6-1967.

I FURTHER CERTIFY that said resolution has not been rescinded or modified, and is now in full force and effect as set forth above.

WITNESS my hand and the seal of Pacific Power & Light Company this 18th day of September, 1967.

*M. E. Thompson*  
Assistant Secretary

(Seal)

20

Mr. R. J. Pafford, Jr.  
Regional Director, Region 2  
United States Department of Interior  
Bureau of Reclamation, Region 2  
Sacramento, California 95825

Dear Mr. Pafford:

In accordance with the provisions of Article 1 of the "Contract Between the United States of America and Pacific Power & Light Company for the Klamath River Project No. 2082 as Amended", Contract No. 14-06-200-3579A, Pacific Power & Light Company hereby gives notice that the portion of the Keno Development which includes the new diversion dam at Mile 235 and planned channel improvements is sufficiently completed to permit regulating the Klamath River (Lake Ewauna to Keno) as provided in said contract.

Accordingly the effective date of such contract, as provided in Article 1 thereof, is the date of this letter.

Yours very truly,

PACIFIC POWER & LIGHT COMPANY

By [Signature]  
Senior Vice President

Dated: January 29, 1972

cc: Mr. C. D. Lawrence, Project Manager  
Bureau of Reclamation, Klamath Project  
P. O. Box R  
Klamath Falls, Oregon 97601

*JHS*  
*[Signature]*  
A.E.G.