

Winn, Kim S (BPA) - NN-1

From: Riehle, Dorothy C [dorothy.riehle@rl.doe.gov]
Sent: Thursday, May 09, 2013 8:57 AM
To: Winn, Kim S (BPA) - NN-1
Subject: RE: FOIA REQUEST RL 2013-00897 (HQ TRACKING NUMBER HQ-2013-00771-F)

Ok, thank you.

From: Winn, Kim S (BPA) - NN-1 [mailto:kswinn@bpa.gov]
Sent: Thursday, May 09, 2013 7:40 AM
To: Riehle, Dorothy C
Subject: RE: FOIA REQUEST RL 2013-00897 (HQ TRACKING NUMBER HQ-2013-00771-F)

The initial agreement is released (file "3-55Permit11655.pdf") and the supplemental does not answer the request about maintenance services supplied by BPA. If you feel strongly that the entire agreement be released then I don't really have any issue with "11-60Supplemental11655.pdf" or "7-61SupplementalAgreement11655.pdf" being released as well.

From: Riehle, Dorothy C [mailto:dorothy.riehle@rl.doe.gov]
Sent: Wednesday, May 08, 2013 10:43 AM
To: Winn, Kim S (BPA) - NN-1
Subject: RE: FOIA REQUEST RL 2013-00897 (HQ TRACKING NUMBER HQ-2013-00771-F)

Kim,

You indicated that Contract No. 14-03-001-11655, Supplemental Agreement No. 2 dated July 10, 1961, 1 page, is not responsive. However, it mentions Exhibit C which you indicated was responsive. Therefore, I am confused as to why the Supplemental Agreement would not be provided. In addition, you indicated Contract No. 14-03-001-11655 Supplemental Agreement dated November 15, 1960 is not responsive, however, Exhibit B dated 11-2-1960 is. In my opinion, both documents should be provided as it would be very confusing for the requestor to just receive the Exhibits and not the cover letter and I would like to avoid a future request to obtain those. Would you be ok with that?

Thanks.

From: Winn, Kim S (BPA) - NN-1 [mailto:kswinn@bpa.gov]
Sent: Tuesday, May 07, 2013 2:49 PM
To: Riehle, Dorothy C
Subject: RE: FOIA REQUEST RL 2013-00897 (HQ TRACKING NUMBER HQ-2013-00771-F)

Finished

Do not release

11-65PowerSalesContract-Duplicate.pdf	Duplicate, not the best copy
8-65TransmissionAgreement.pdf	No mention of BPA maintenance requirements, non-responsive
7-61SupplementalAgreement11655.pdf	No mention of BPA maintenance requirements, non-responsive

5/9/2013

7-69Amendment11655.pdf
11-60Supplemental11655.pdf
1949Non-responsive.pdf
11-65PowerSalesContract.pdf
3-65PowerSalesContract.pdf

Beyond date range of request
No mention of BPA maintenance requirements, non-responsive
Only dates visible 1949, beyond date range of request
No mention of BPA maintenance requirements, non-responsive
No mention of BPA maintenance requirements, non-responsive

Release

8-63ExhibitBStandardTransmissionProvisions.pdf
5-61ExhibitC.pdf
11-60ExhibitB.pdf
3-55Permit11655.pdf
9-55LandUseMOU.pdf

From: Riehle, Dorothy C [<mailto:dorothy.riehle@rl.doe.gov>]

Sent: Tuesday, May 07, 2013 12:36 PM

To: Winn, Kim S (BPA) - NN-1

Subject: FOIA REQUEST RL 2013-00897 (HQ TRACKING NUMBER HQ-2013-00771-F)

Hi Kim,

Per our telephone conversation today, attached is the contracts that I found during the requested time period. Would you please review and let me know if BPA has any objections or concerns with release.

Thank you for your time.

Dorothy Riehle
RL FOIA Officer
May 7, 2013

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(AUTHENTICATED COPY)

MEMORANDUM OF UNDERSTANDING

PERMIT

from

ATOMIC ENERGY COMMISSION

to

BONNEVILLE POWER ADMINISTRATOR

*Active
1-14-69*

This AGREEMENT, executed September 20, 1955, by the ATOMIC ENERGY COMMISSION (hereinafter called "the Commission") and the DEPARTMENT OF THE INTERIOR, acting by and through the BONNEVILLE POWER ADMINISTRATOR (hereinafter called "the Administrator"), both agencies of the UNITED STATES OF AMERICA (hereinafter called "the Government"),

W I T N E S S E T H;

WHEREAS the Government is the owner in fee, under the jurisdiction of the Commission, of a strip of land in sections 13 and 14, township 13 north, range 24 east, W. M., and section 18 in township 13 north, range 25 east, W. M., all in Benton County, Washington, said strip extending from the Riverland Classification Yard to the Midway Substation, delineated on Bonneville Power Administration drawings Nos. 33101 and 33102 on file with each party hereto; and

WHEREAS the Administrator has located a 13.8 kv, three-phase power line (hereinafter called "the Administrator's line") on said strip; and

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WHEREAS the supply of emergency station service power by the Commission for the Administrator's Midway Substation over the Administrator's line will be provided for in Contract No. Ibp-3927, as amended and supplemented;

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective 9:10 a.m., May 29, 1951, the Administrator is hereby granted a permit, revocable at the will of the Commission, to maintain: (a) on the strip of land hereinbefore described, the Administrator's line extending from the Riverland Classification Yard westward to the Midway Substation; and (b) a connection at the Riverland Classification Yard, through fused disconnect switches to the 13.8 kv line owned and operated by the Commission.

2. The Administrator shall, at his expense and without cost or expense to the Commission, maintain in good repair the Administrator's line, including supporting structures and appurtenances, and shall have right of ingress and egress thereto at all times; provided, however, that all employees of the Bonneville Power Administration entering upon said premises shall have security clearance as may be required by the Commission.

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3. Any interference with or damage to property under control of the Commission incident to the exercise of the privileges herein granted to the Administrator shall be promptly corrected by the Administrator to the satisfaction of the Commission.

4. If the Commission deems it advisable to revoke this permit as to part or all of the premises the Administrator shall remove all power transmission lines, poles, and appurtenances located on the premises for which this permit is revoked within a reasonable time if required to do so by the Commission.

5. The Commission may, at its option, attach to the poles of the Administrator's line a 6.9 kv underbuild extending from the structure at survey station 0 / 00 to the corner structure at survey station 105 / 19.6 Bk. = 105 / 29.4 Ah. of the Administrator's line as shown on said Bonneville Power Administration drawings Nos. 33101 and 33102.

The Commission shall maintain the 6.9 kv underbuild line and shall operate both the Administrator's line and the Commission's 6.9 kv underbuild line.

6. In the event that the Administrator deems it advisable to dismantle all or part of the Administrator's line (including supporting structures and appurtenances) it shall notify

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the Commission and the Commission shall have a reasonable time to remove its underbuild.

7. Disclosure of Information.

(a) In the performance of the work under this contract the Administrator shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding restricted data and other classified matter and protecting against sabotage, espionage and theft, the classified documents, materials, equipment, and processes, as well as such other material of high intrinsic or strategic value as may be in the Administrator's possession in connection with performance of work under this contract.

(b) It is understood that disclosure of information relating to the service contracted for hereunder to any person not entitled to receive it, or failure to safeguard all top secret, secret, and confidential matter that may come to the Administrator or any person under his control in connection with the service under this contract, may subject the Administrator, his agents, employees, and contractors to criminal liability under the laws of the United States. See the Atomic Energy Act of 1954 (Public Law 703, 83d Congress). See also an Act approved June 25, 1948 (62 Stat. 736; 18 U. S. C. 791-797), as amended by section 18 of an Act approved September 23, 1950 (64 Stat. 1003), as supplemented

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by Executive Order No. 10501, November 15, 1953 (18 F. R. 7049). See also Executive Order No. 10104, February 1, 1950 (15 F. R. 597).

(c) The Administrator agrees to conform to all security regulations and requirements of the Commission. Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1954, the Administrator agrees not to permit any individual to have access to restricted data until the designated investigating agency shall have made an investigation and report to the Commission on the character, association, and loyalty of such individual and the Commission shall have determined that permitting such person to have access to restricted data will not endanger the common defense or security. As used in this section, the term "designated investigating agency" means the United States Civil Service Commission or the Federal Bureau of Investigation, or both, as determined by the provisions of the Atomic Energy Act of 1954; and the term "restricted data" means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material, or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the restricted data category pursuant to section 142 of the Atomic Energy Act of 1954.

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IN WITNESS WHEREOF, the parties hereto have executed
this agreement in several counterparts.

UNITED STATES OF AMERICA
Department of the Interior

(SEAL)

By /s/ WM. A. PEARL
Bonneville Power Administrator

ATOMIC ENERGY COMMISSION

By /s/ J. E. TRAVIS

STANDARD TRANSMISSION PROVISIONS
(Wheeling Over Government Facilities)

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1. Interpretation.

(a) The provisions in the document to which these Standard Transmission Provisions are attached as an exhibit shall be deemed to be a part of this exhibit for the purpose of determining the meaning of any provision contained in this exhibit. If a provision in such document is in conflict with a provision contained in this exhibit, the former shall prevail.

(b) Nothing contained in this agreement shall, in any manner, be construed to abridge, limit, or deprive any party thereto of any means of enforcing any remedy, either at law or in equity, for the breach of any of the provisions thereof which it would otherwise have.

2. Definitions. As used in this contract:

(a) the words "month" and "billing month" shall mean the period commencing at the time when the meters mentioned in this agreement are read by the Administrator and ending approximately thirty (30) days thereafter when a subsequent reading of such meters is made by the Administrator;

(b) the words "thirty-minute integrated demand" shall mean the number of kilowatts which is equal to the product obtained by multiplying by two the number of kilowatt-hours delivered at any point during any clock half-hour.

3. Prior Demands. In determining any credit demand mentioned in, or money compensation to be paid to the Government under, this agreement for any month, thirty-minute integrated demands at which electric energy was delivered by the Government for the account of the other party to this agreement prior to the date upon which the agreement takes effect shall be considered in the same manner as if this agreement had been in effect.

4. Measurements. Except as it is otherwise provided in section 7 of this exhibit, each measurement of each meter mentioned in this agreement shall be the measurement automatically recorded in writing by such meter, but if none, shall be the measurement of such meter as reported by the Administrator.

5. Installation of and Measurements by Government's Meters. The Administrator may at any time install a meter of the Government to make the measurements required for any computation or determination mentioned in this agreement, and if so installed such measurements shall be used thereafter in such computation or determination.

6. Tests of Meters. Each party to this agreement will, at its expense, test its meters mentioned in this agreement at least once every two years, and, if requested to do so by the other party, will make additional tests or inspections of such meters, the expense of which will be paid by such other party unless such additional tests or inspections show such meters to be inaccurate as specified in section 7 of this exhibit. Each party will give reasonable notice of the time when any such test or inspection is to be made to the other party who may have representatives present at such test or inspection.

7. Adjustment for Inaccurate Metering.

(a) If any meter mentioned in this agreement fails to register, or if the measurement made by such meter during a test made as provided in this exhibit varies by more than two percent (2%) from the measurement made by the standard meter used in such test, adjustment shall be made correcting all measurements made by such inaccurate meter during the period hereinafter stated. Such corrected measurements shall be used to recompute the amounts of any electric energy to be made available, of any credits in an exchange energy account to be made, and of any money compensation to be paid, to the Government as provided in this agreement, for (1) the actual period during which such inaccurate measurements were made if such period can be determined, or (2) if not, the period immediately preceding a test of such inaccurate meter which is equal to one-half the time from the date of the last preceding test of such meter; provided, however, that the period for which such recomputations are to be made shall not exceed six (6) months.

(b) If the credit theretofore made to the Government in the exchange energy account varies from the credit to be made as recomputed, the amount of the variance will be credited in such exchange energy account to the party entitled thereto.

(c) If the money compensation theretofore paid to the Government varies from the money compensation to be paid as recomputed, the amount of the variance will be paid to the party entitled thereto within thirty (30) days after the recomputation is made; provided, however, that the other party to this agreement may deduct such amount due it from any money compensation which thereafter becomes due to the Government under this agreement.

(d) If the amount of electric energy made available to the Government under this agreement by the other party varies from the amount to be made available as recomputed, the amount of the variance will be credited in such exchange energy account to the party entitled thereto.

8. Combining Deliveries Coincidentally. If it is provided in this agreement that the amounts of electric energy and reactive power, delivered at any point of delivery, and of the thirty-minute integrated demands for such electric energy, for any period, shall be the amounts thereof determined by combining deliveries at two or more metering points coincidentally:

(a) the amounts of such electric energy and reactive power so delivered at such point of delivery during such period

shall be the respective sums computed by adding together the amounts of electric energy and reactive power, respectively, which flow during such period at such metering points, determined as provided in this agreement; and

(b) the amount of each thirty-minute integrated demand for such electric energy at such point of delivery shall be the sum computed by adding together the integrated demands for such thirty-minute period at such metering points, determined as provided in this agreement.

9. Balancing Phase Demands. The Government may, at any time during the term of this agreement require the transferee to make such changes of its system as are necessary so that the transferee's thirty-minute integrated demands on one phase at any point of delivery for any half-hour shall not exceed the integrated demand on any other phase at such point for the same half-hour by more than ten percent (10%). This section shall not apply with respect to any point of delivery where the current required to be supplied at such point is other than three-phase current.

10. Adjustment for Unbalanced Phase Demands. If the transferee fails to make promptly the changes mentioned in section 9 of this exhibit, the Government may determine the registered demand of the transferee, at the point of delivery in question during each month thereafter until such changes are made, to be equal to the product obtained by multiplying by three (3) the largest of the thirty-minute integrated demands of the transferee on any phase at such point during such month. This section shall not apply with respect to any point of delivery where the current required to be supplied at such point is other than three-phase current.

11. Continuity of Service.

(a) The Government may temporarily interrupt or reduce deliveries of electric energy to the transferee if the Government determines that such interruption or reduction is necessary or desirable in case of system emergencies, or in order to install equipment in, make repairs, replacements, investigations, and inspections of, or perform other maintenance work on, the Government's electric system. Except in case of emergency and in order that the transferee's operations will not be unreasonably interfered with, the Government will give the transferee notice of any such interruption or reduction, the reason therefor, and the probable duration thereof.

(b) If the operation of the transmission system of the Government is suspended, interrupted, or interfered with as the

result of the occurrence of any event which is reasonably beyond the Government's control (including, but not limited to, the failure or breakdown of generating or transmission facilities, floods, fire, strikes, or acts of God or the public enemy), the Government, its officers, agents, and employees shall not be obligated to deliver electric energy and reactive power to any transferee, as provided in this agreement, during such time and to such extent as such suspension, interruption, or interference makes it reasonably impracticable to do so, and shall not be liable for any damages sustained by such transferee as a result of the failure to so deliver such electric energy and reactive power during such time.

12. Reducing Compensation for Interruptions. If delivery of electric energy under this agreement is interrupted or reduced at any point of delivery pursuant to section 11 of this exhibit, the amount, which would otherwise be due the Government for making electric energy available at such point during the month in which such interruption or reduction occurs, shall be appropriately reduced.

13. Power Factor.

(a) The formula for determining average power factor is as follows:

$$\text{Average Power Factor} = \frac{\text{Kilowatt-hours}}{\sqrt{(\text{Kilowatt-hours})^2 + (\text{Reactive Kilovolt-ampere-hours})^2}}$$

In applying the above formula, the meter for measurement of reactive kilovolt-ampere-hours will be ratcheted to prevent reverse registration.

(b) When delivery of electric energy by the Government at any point of delivery is commingled with any other class or classes of power and it is impracticable to separately meter the kilowatt-hours and reactive kilovolt-ampere hours for each class, the average power factor of the total delivery of such electric energy for the month will be used, where applicable, as the power factor for each of the separate classes.

(c) Except as it is otherwise specifically provided in this agreement, no adjustment will be made for power factor at any point of delivery described in this agreement while the reactive power delivered at such point is not measured.

14. Changes in Demands or Characteristics. The transferee will, whenever possible, give reasonable notice to the Government of any unusual increase or decrease of its demands for electric energy on the Government's system, or of any unusual change in the load factor or power factor at which the transferee will take delivery of electric energy under this agreement. The transferee shall be liable for any damage to the Government's system which results from any such increase, decrease, or change made without the Government's consent.

15. Electric Disturbances. The transferee will not use the energy delivered under this agreement in such manner as to cause electric disturbances which may be reasonably expected to (a) cause damage to the Government's system or to systems connected with the Government's system, or (b) prevent the Government from serving other purchasers satisfactorily.

16. Transferee's Facilities. The transferee will, at its expense, install such equipment as is necessary to limit the electric disturbances described in section 15 of this exhibit. All electric facilities installed by the transferee and connected with the Government's system shall conform to accepted modern practice and applicable state regulations, or, in the absence of applicable state regulations, to the specifications, rules, and regulations contained in the latest editions of, and supplements to, the National Electric Safety Code of the United States Bureau of Standards.

17. Inspection of Transferee's Facilities. The Government may, but shall not be obligated to, inspect the transferee's electric installation at any time, but such inspection, or failure to inspect, shall not render the Government, its officers, agents, or employees, liable or responsible for any injury, loss, damage, or accident resulting from defects in such electric installation, or for violation of this agreement.

18. Permits.

(a) If any equipment or facilities of a party to this agreement is, or is to be by the terms of this agreement, located on the property of the other, a permit to install, test, maintain, inspect, replace, and repair during the term of this agreement, and to remove at the expiration of said term, such equipment and facilities, together with the right of ingress to and egress from the location thereof at all reasonable times in such term, is hereby granted by the other party.

(b) Each party shall have the right to read, at all reasonable times, any and all meters mentioned in this agreement which are installed on the property of the other.

19. Ownership of Facilities.

(a) Ownership of any and all equipment, and of all salvageable facilities, installed by a party to this agreement on the property of the other, shall be and remain in such party.

(b) Each party shall identify all movable equipment and, to the extent agreed upon by the operators of the parties, all other salvageable facilities which are installed by such party on the property of the other, by permanently affixing thereto suitable tags, stencils, stamps, or other markers plainly stating the name of the owner of property so identified.

20. Performance by Administrator. The Administrator may, unless it is otherwise specifically provided in this agreement, perform any duty imposed on, or exercise any right vested in, him by this agreement, through or by such person or persons as he may designate for that purpose.

21. Nondiscrimination. During the performance of this contract, the transferee agrees as follows:

(1) The transferee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The transferee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, 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 transferee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this nondiscrimination clause.

(2) The transferee will, in all solicitations or advertisements for employees placed by or on behalf of the transferee state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The transferee will send to each labor union or representative of workers with which the transferee has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Administrator, advising the said labor union or worker's

representative of the transferee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The transferee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The transferee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to its books, records, and accounts by the Administrator and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the transferee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the transferee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The transferee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The transferee will take such action with respect to any subcontract or purchase order as the Administrator may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the transferee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Administrator, the transferee may request the United States to enter into such litigation to protect the interests of the United States.

22. Adjustment for Change of Conditions. If changes in conditions hereafter occur which substantially affect any factor required by this agreement to be used in determining any credit in an exchange energy account to be made, money compensation to be paid, or amount of electric energy or reactive power to be made available, to the Government by the other party or maximum replacement demand, or average power factor mentioned in this agreement, such factor will be changed in a manner which will conform to such changes of conditions.

If, pursuant to the terms of the agreement establishing such exchange energy account, another rate is substituted for the rate to be used in settling the balance in such account, the number of kilowatt-hours to be credited to the Government in such account for each month as provided in this agreement, shall be changed for each month thereafter to the amount computed by multiplying such number of kilowatt-hours by 2.5 mills and dividing the resulting product by the currently effective substituted rate in mills per kilowatt-hour; provided, however, that if any credit of "two (2) kilowatt-hours for each kilowatt-hour" delivered by the Government is to be made in such account pursuant to the terms of this agreement, such credit shall not be so changed.

23. Arbitration. If the parties to this agreement do not agree on the determination of any question of fact hereinafter stated, a determination thereof will be made by a committee composed of a member appointed by the Administrator and a member appointed by the other party. If such members are unable to agree upon a determination of such question they shall appoint a third member who shall have no direct interest in the controversy. The determination of such question made by the Committee, or a majority of its members, shall be binding on the parties.

The questions of fact to be determined as provided in the preceding paragraph shall be: the correction of the measurements to be made as provided in section 7 of this exhibit; whether the changes mentioned in section 10 of this exhibit were made "promptly"; the amount of reduction in charges mentioned in section 12 of this exhibit; whether an abnormal nonrecurring demand occurred and the amount and time thereof; any fact mentioned in the first sentence of section 14, and in sections 9 and 15 of this exhibit; whether the arrangements made by the transferee comply with section 16 of this exhibit; and whether changes in conditions mentioned in section 22 of this exhibit have occurred, and if so, the change to be made in the factor therein mentioned.

24. Waiver of Default. Any waiver at any time by any party to this agreement of its rights with respect to any default of any other party thereto, or with respect to any other matter arising in connection with such agreement, shall not be considered a waiver with respect to any subsequent default or matter.

25. Notices and Computation of Time. Any notice required by this agreement to be given to any party shall be effective when it is received by such party, and in computing any period of time from such notice, such period shall commence at 12 p.m. on the date of receipt of such notice.

26. Interest of Member of Congress. No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to such agreement if made with a corporation for its general benefit.

EXHIBIT C

Portion of Tracts M-GC-6, 7 and 11 of the former Midway-Grand Coulee #3 transmission line right-of-way to be released, containing 11.1 acres, more or less.

That portion of the $SE\frac{1}{4}SW\frac{1}{4}$; $NE\frac{1}{4}SW\frac{1}{4}$; $NW\frac{1}{4}SW\frac{1}{4}$, Government Lots 2 and 3 of Section 11, Township 13 North, Range 24 East, Willamette Meridian, Benton County, Washington, and the $SW\frac{1}{2}SW\frac{1}{2}$ of Section 2, said township and range, Grant County, Washington, which lies within a strip of land 125 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side of, and parallel with the survey line for the original location of the Midway-Grand Coulee #3 transmission line, said survey line being particularly described as follows:

Beginning at survey station 300 + 40.7 a point in the south line of Section 11, Township 13 North, Range 24 East, Willamette Meridian, said point being S. 89° 36' 35" E. a distance of 1736.1 feet from the southwest corner of said Section 11; thence N. 3° 49' 25" W. a distance of 160.7 feet to survey station 302 + 01.4 Back = 32 + 60.0 Ahead; thence N. 8° 16' 40" W. a distance of 5567.5 feet to survey station 88 + 27.5 a point in the north end of said 125-foot strip in the $SW\frac{1}{2}SW\frac{1}{2}$ of Section 2, said township and range, said point being N. 87° 58' 35" W. a distance of 2579.6 feet, S. 4° 41' 24" W. a distance of 2550.5 feet, S. 53° 24' 20" W. a distance of 2149.0 feet, and S. 8° 16' 40" E. a distance of 1029.1 feet from the northeast corner of said Section 2.

Also release the right to construct, operate and maintain the 230-kv transmission line over and across the Atomic Energy Commission's railroad, road and telephone lines in the $SE\frac{1}{4}SW\frac{1}{4}$ of Section 11. The

centerline of the transmission line crosses the centerline of the railroad at BPA survey station $34 + 48.5$ = Railroad Engineer's survey station $1332 + 22.0$, the road at BPA survey station $300 + 69.0$ and the telephone lines at BPA survey stations $300 + 88.6$ and $34 + 11.4$.

Except the right-of-way for Secondary State Highway #7C and the right-of-way for the Atomic Energy Commission's railroad.

Prepared by: WVRamis:mkb

Checked by: *LP* 5-11-61

P E R M I T

The United States Department of the Interior, Bonneville Power Administration, (hereinafter called the "Administration"), is hereby granted a permit, revocable at will by the United States Atomic Energy Commission, (hereinafter called the "Commission"), to construct, operate and maintain power transmission lines on land in Benton, Franklin and Grant Counties, as described in Exhibit A, attached hereto and made a part hereof, but only insofar as such land described in Exhibit A is now owned in fee by the United States Atomic Energy Commission. This permit is not intended to operate as a conveyance of any interest in real property.

THIS PERMIT is granted subject to the following provisions and conditions:

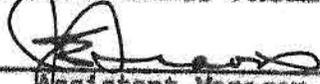
1. That the term of this permit shall commence on April 1, 1955 and shall continue until revoked by the Commission.
2. That the use of the said premises shall be without cost or expense to the Commission.
3. That the use of said premises shall be subject to such rules and regulations as the Manager of the Hanford Operations Office of the Commission may from time to time prescribe.
4. That all persons coming upon the said premises shall have security clearance as may be required by the Manager of Hanford Operations Office of the Commission.

5. That before any power transmission line is constructed over any railroad, highway or roadway of any sort, telegraph or telephone line, or pipeline, or whenever the construction of power transmission lines would by their proximity affect any ARC facility or installation in any way, permission must first be obtained from the Manager of the Hanford Operations Office of the Commission, or his authorized representative. Before any new construction is undertaken, it shall be reviewed and approved by the Manager of the Hanford Operations Office.
6. That if the Commission deems it advisable to revoke this permit as to part or all of the premises described in Exhibit A, the Administration will be allowed a reasonable time to remove or relocate its transmission lines, subject to availability of appropriated funds. The Administration must remove all power transmission lines, poles and appurtenances, if required to do so by the Manager of Hanford Operations Office of the Commission.
7. That the Administration shall, at its own expense and without cost or expense to the Commission, maintain and keep in good repair and condition the premises herein authorized to be used.
8. That any interference with or damage to property under control of the Commission incident to the exercise of the

privileges herein granted shall be promptly corrected by the Administration to the satisfaction of the Manager of Hanford Operations Office of the Commission.

9. That all additions to or alterations of the premises shall be reported to the Manager of Hanford Operations Office of the Commission.
10. The Administration agrees that any increase in costs to the Commission resulting from construction by the Administration on lands to be acquired by the Commission shall be paid by the Administration.

U. S. ATOMIC ENERGY COMMISSION

By 
Assistant Manager
Hanford Operations Office

Date MAR 31 1955

ACCEPTED BY:

U. S. DEPARTMENT OF THE INTERIOR

By 
Bonneville Power Administration
Assistant to the Chief Engineer

Date April 22, 1955

EXHIBIT "B"

3M-CC-R-6, 8 & 9

United States of America
(Atomic Energy Commission)

13N-24E-11A2

That portion of the SW $\frac{1}{4}$ and Government Lots 2 and 1 of Section 11, the Columbia River shore land adjoining said Lots 2 and 1, and the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 2, Township 13 North, Range 24 East, Willamette Meridian, in Benton and Grant Counties, Washington, which lies within a strip of land 125 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side of, and parallel with the survey line for the relocation of the Midway-Grand Coulee No. 3 transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above-described property, said survey line being particularly described as follows:

Beginning at survey station 300 + 44.5 a point in the south line of Section 11, Township 13 North, Range 24 East, Willamette Meridian, said point being S. 89° 36' 35" E. a distance of 1,487.5 feet from the southwest corner of said Section 11; thence N. 9° 42' 40" W. a distance of 147.4 feet to survey station 301 + 91.9; thence N. 7° 33' 20" W. a distance of 1,207.8 feet to survey station 313 + 99.7; thence N. 6° 32' 40" W. a distance of 4,631.9 feet to survey station 360 + 31.6; thence N. 0° 00' 10" E. a distance of 742.2 feet to survey station 367 + 73.8 Back = 98 + 56.6 Ahead; thence N. 53° 24' 20" E. a distance of 2,149.0 feet to survey station 120 + 05.6 Back = 26 + 00.0 Ahead; thence N. 4° 41' 24" E. a distance of 2,550.5 feet to survey station 51 + 50.5 a point in the north line of Section 2, said township and range, said point being N. 87° 58' 35" W. a distance of 2,579.6 feet from the northeast corner of said Section 2.

Except any portion thereof which lies within the existing right-of-way of the United States of America for the original location of its

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NOV 3

3M-GC-R-6,8 & 9
Page 2

United States of America
(Atomic Energy Commission)

13M-24E-11&2

Bonneville Power Administration's Midway-Grand Coulee No. 3 transmission line and except any portion thereof which lies within the 150-foot right-of-way for Secondary State Highway No. 70.

Subject to the Grant County PUD No. 2 power lines.

Also the right to construct, operate, and maintain the 230-kv transmission line over and across the Atomic Energy Commission's railroad, road, and telephone lines in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11. The centerline of the transmission line intersects the centerline of the railroad track at BPA survey station 303 + 78.0 = railroad engineer's survey station 1329 + 61.3, the road at BPA survey station 300 + 70.5, and the telephone line at BPA survey station 300 + 93 and 303 + 38.

Prepared by: RRoper-Witt:mkb

Checked by: *JA* 11-2-60

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CONTRACT NO. 14-03-001-11655
SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 15th day of November, 1960, by the United States Department of the Interior, Bonneville Power Administration (hereinafter called the "Administration") and the United States Atomic Energy Commission (hereinafter called the "Commission");

WITNESSETH THAT:

WHEREAS, on March 31, 1955, by Contract No. 14-03-001-11655, the Commission granted a permit to the Administration which was accepted by the Administration on April 22, 1955; and

WHEREAS, the Commission and the Administration now desire to amend Exhibit A of said Contract;

NOW, THEREFORE, the parties hereto agree that Exhibit A of Contract No. 14-03-001-11655 is hereby amended by adding thereto Exhibit B which is attached hereto and made a part hereof.

All other terms and conditions of said Contract shall be and remain the same.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement on the day and year first above written.

UNITED STATES OF AMERICA
ATOMIC ENERGY COMMISSION

By Norman G. Fuller
Director, Community Division
Hanford Operations Office

UNITED STATES DEPARTMENT OF INTERIOR

By John V. Mulcahy
Chief, Branch of Land
Bonneville Power Administration

AT-2072

CONTRACT NO. 14-03-001-11655
SUPPLEMENTAL AGREEMENT NO. 2

THIS SUPPLEMENTAL AGREEMENT, made this 10 day of July, 1961, by the United States Department of the Interior, Bonneville Power Administration (hereinafter called the "Administration") and the United States Atomic Energy Commission (hereinafter called the "Commission");

WITNESSETH THAT:

WHEREAS, on March 31, 1955, by Contract No. 14-03-001-11655, the Commission granted a permit to the Administration which was accepted by the Administration on April 22, 1955; and

WHEREAS, the Commission and the Administration now desire to amend Exhibit A of said Contract;

NOW, THEREFORE, the parties hereto agree that Exhibit A of Contract No. 14-03-001-11655 is hereby amended by deleting therefrom the lands described in Exhibit C which is attached hereto and made a part hereof.

All other terms and conditions of said Contract shall be and remain the same.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement on the day and year first above written.

UNITED STATES OF AMERICA
ATOMIC ENERGY COMMISSION

By Norman G. Fuller
Director, Community Division
Hanford Operations Office

UNITED STATES DEPARTMENT OF INTERIOR

By Charles F. Luce
Bonneville Power Administration