

Appendix 1206

**RELATED PROJECTS: PARKER DAM
FOUR-PARTY 1947 PARKER UNIT CONTRACT,
MAY 20, 1947**

FOUR-PARTY 1947 PARKER UNIT CONTRACT

1. THIS CONTRACT, made this 20th day of May 1947, by and between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation organized and existing under the laws of the State of California (hereinafter referred to as the "District"), THE CITY OF LOS ANGELES, a municipal corporation of the State of California, and its DEPARTMENT OF WATER AND POWER (said Department acting herein in the name of the City, but as principal in its own behalf, as well as in behalf of the City, the term "City" as herein used being deemed to include both The City of Los Angeles and its Department of Water and Power), SOUTHERN CALIFORNIA EDISON COMPANY, a private corporation organized and existing under the laws of the State of California (hereinafter referred to as "Edison Company"), and CALIFORNIA ELECTRIC POWER COMPANY, a private corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "California Electric");

Witnesseth that:

2. Whereas the District and the United States, acting through the Secretary of the Interior, under date of February 10, 1933, entered into a contract entitled "Cooperative Contract for Construction and Operation of Parker Dam," which contract was amended and supplemented under date of September 29, 1936, by a "Supplemental Contract for the Construction of Forebay and Power Plant Substructure at Parker Dam," and was further amended and supplemented under date of April 7, 1939, by a "Supplemental Contract for Construction of Power Plant at Parker Dam," which last mentioned supplemental contract was amended by a contract dated July 10, 1942; and under the last mentioned supplemental contract, as amended, the District has the right, but not the obligation, at any time after ten years from the date when electric energy was first delivered from the Parker power plant over the Parker-Phoenix transmission line of the United States, and upon twenty-five months' prior

written notice to the United States, to have the exclusive use and benefit of generating Units 3 and 4 at Parker power plant transferred to the District, upon payment by the District to the United States of such portion of the costs chargeable to said units then remaining unamortized; and

3. Whereas energy was first delivered from Parker power plant over the Parker-Phoenix transmission line of the United States on December 13, 1942, and, immediately after December 13, 1952, the District, upon notice as hereinbefore recited, will have the right to have the exclusive use and benefit of said generating units transferred to the District; and

4. Whereas under contract dated May 31, 1945, designated "District's 1945 Resale Contract," City, Edison Company and California Electric, as purchasers, agreed to take and/or pay for energy from Boulder power plant theretofore allotted to the District and contracted for by the District, which shall be unused by the District for pumping Colorado River water into and in its aqueduct and unused by resale consumers under contracts referred to in Article 5 of said "District's 1945 Resale Contract," and said Resale Contract, among other things, provides that the said purchasers of unused energy shall pay therefor for the credit of the District, during the years of operation commencing with the year of operation beginning in 1945 and ending with the year of operation ending in 1950, at rates less than the rate for firm energy at Boulder power plant; and

5. Whereas the parties hereto are parties to a contract dated May 31, 1945, designated "1945 Collateral Contract," wherein it is provided, among other things, that when the costs of Units 3 and 4 at Parker power plant and of incidental works allocated to the District, as provided in the said "Supplemental Contract for Construction of Power Plant at Parker Dam," as amended, shall have been completely amortized by rentals received from the United States, as provided in said supplemental contract, the District shall exercise its right to have the use and benefit of said units transferred to the District; and further, that after the transfer of the use and benefit of said Units 3 and 4, or either of them, to the District, whether at the time of completion of amortization or earlier, energy generated on the units so transferred shall be used only in connection with the development, transportation, treatment, and distribution of water by the District and shall be so used in preference to energy from Boulder power plant; and

6. Whereas it is to the interest of the parties hereto that the District have the use and benefit of said Units 3 and 4 transferred to it immediately after December 13, 1952, and the City, Edison Company, and California Electric are willing to enter into an agreement to pay to the District certain sums as provided for in paragraph 7 hereof,

the sole and only consideration of such payments to be such taking over by the District of the said Units 3 and 4 as aforesaid.

7. Now, therefore, in consideration of the premises and of the covenants herein contained, the parties hereto agree as follows:

(1) The District agrees that it will have the use and benefit of said Units 3 and 4 transferred to the District as of midnight December 13, 1952, and, to that end, will do all things required of it under the "Cooperative Contract for Construction of Parker Dam," as amended and supplemented, including the payment of unamortized costs of said units as provided in said contract, and that thereafter energy available to the District from said Units 3 and 4 shall be used in accordance with the terms of said "1945 Collateral Contract."

(2) The City, Edison Company, and California Electric hereby severally agree to pay to the District, in the manner set out in subparagraph (3) of this paragraph 7, an amount determined by multiplying the number of kilowatt-hours taken and/or paid for by each thereof, respectively, under "District's 1945 Resale Contract" during each of the years of operation 1947-1948, 1948-1949, and 1949-1950, by the difference between the rate agreed to be paid under said "District's 1945 Resale Contract" during each of said years of operation, and the rate for firm energy at Boulder power plant as it shall be fixed for each of said years of operation pursuant to "General Regulations for Generation and Sale of Power in Accordance with Boulder Canyon Project Adjustment Act" promulgated by the Secretary of the Interior under date of May 20, 1941.

(3) On or before the 15th day of each calendar month commencing July 1947, the District shall submit to City, Edison Company, and California Electric, severally, a statement of the amount of energy billed to each of them by the United States under "District's 1945 Resale Contract" for the preceding calendar month, together with a bill in triplicate for the amount payable to the District hereunder, and City, Edison Company, and California Electric agree, severally, to pay to the District on or before the 25th day of such calendar month the amount so billed. At the close of each year of operation the exact amounts of money chargeable to the respective parties hereto shall be determined, and adjustment shall be made by additional payments or by credits or refunds to correct for any deviation from the estimates in the actual amounts chargeable to each thereof.

(4) Words and phrases used herein shall have the same meanings as are ascribed to them in the Boulder Canyon Project Adjustment Act, the Regulations promulgated thereunder, and in the several contracts referred to in the recitals hereof.

(5) This contract shall be known and designated as "Four-Party 1947 Parker Unit Contract."

In witness whereof the parties hereto have caused this contract to be executed the day and year first above written.

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA,
By JULIAN HINDS,
General Manager and Chief Engineer.
JHH

Attest:

[SEAL]

A. L. GRAM, *Executive Secretary.*

Approved as to Form and Execution:

JAMES H. HOWARD,
General Counsel.
THE CITY OF LOS ANGELES, Acting
by and through its Board of Water and
Power Commissioners,
By W. BALLENTINE HENLEY,
President.

Attest:

JOSEPH L. WILLIAMS, *Secretary.*

Authorized by Resolution 952, May 8, 1947.

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES, By the
Board of Water and Power Commis-
sioners,
By W. BALLENTINE HENLEY,
President.

Attest:

JOSEPH L. WILLIAMS, *Secretary.*
SOUTHERN CALIFORNIA EDISON COMPANY,
By W. C. MULLENDORE,
President.

Approved as to Form and Legality, this 12th day of May 1947:

RAY L. CHESEBRO, *City Attorney.*
By JOHN H. MATHEWS, *Deputy.*

Attest:

[SEAL]

O. V. SHOWERS, *Secretary.*

Approved as to Form:

G. C. LARKIN, *General Counsel.*
CALIFORNIA ELECTRIC POWER COMPANY,
By ALBERT G. CAGE,
President.

Attest:

[SEAL]

H. DEWES, *Assistant Secretary.*

Legal Features Approved:

COIL, *General Counsel.*

May 9, 1947.

Appendix 1207

PARKER DAM TRANSMISSION CIRCUITS

Parker Dam transmission circuits

Circuit terminals	Ownership	Length	Operat- ing voltage	Supporting structure	Number of 3 - circuits	Conductor	Date in service
Parker-Phoenix:		<i>Miles</i>	<i>Kilovolts</i>			<i>Size</i>	
No. 1-----	USBR----	137	161	Wood H frame--	Single-----	300,000 CM	February 1, 1940.
No. 2-----	USBR----	140	161	-----do-----	-----do-----	477,000 CM	December 13, 1945.
Parker-Gila-----	USBR----	117	161	-----do-----	-----do-----	300,000 CM	August, 1943.
Parker Pilot Knob-----	USBR----	123	161	-----do-----	-----do-----	477,000 CM	Under construction.
Parker-Bagdad Copper Co.-----	USBR----	65	69	-----do-----	-----do-----		February 14, 1943.
Parker-Gene-----	USBR----	2	230	Steel tower-----	Single-----	795,000 CM	May 29, 1947.
Major extensions from above circuits:							
Phoenix-Tucson No. 1-----	USBR----	124	115	Wood H frame--	-----do-----	4/0	1942.
Gila-Drop No. 4-----	USBR----	49	161	-----do-----	-----do-----	300,000 CM	September, 1943.