

Mountain Home, Idaho
Box 297
January 22, 1945

Mr. Granville Egan, Acting Regional Counsel, Region VII

H. D. Wagner, Housing Manager

Renegotiation of Water Contract for IDA-10115, Caldwell

This is to advise that the water service on our project at Caldwell, Idaho, has been satisfactory and that there is no other consumer receiving similar service at a more favorable rate.

H. D. Wagner
Housing Manager

NATIONAL HOUSING AGENCY
FEDERAL PUBLIC HOUSING AUTHORITY

INTEROFFICE MEMORANDUM

Seattle, 1, Washington
January 15, 1945



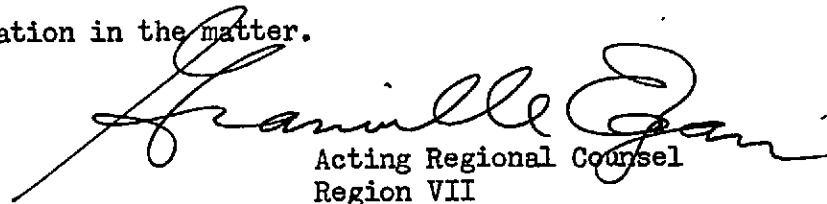
TO: Harold Magner, Housing Manager, Mountain Home, Idaho
FROM: Granville Egan, Acting Regional Counsel
SUBJECT: Renegotiation of Water Contract for IDA-10115, Caldwell

Contract No. HA(IDA-10115)mph 102, dated March 20, 1944, between the United States of America and the City of Caldwell for the supplying of water to war housing project IDA-10115, located at Caldwell, Idaho, terminates March 20, 1945.

Before permitting the renewal of the contract by the automatic renewal clause, we wish to examine the contract in the light of any comments you have relative to it. For example, has the service been satisfactory? To your knowledge, does any consumer receive similar service at a more favorable rate than that set out in, or available under, the subject contract?

Any suggestion you have in the matter will be greatly appreciated. Because notice to the Utility of our intention to ask for a revision of the contract must be served thirty days before March 20, 1945, we trust that you will give this matter attention at your earliest convenience.

Thank you for your cooperation in the matter.


Acting Regional Counsel
Region VII



H. M. Caldwell

NATIONAL HOUSING AGENCY
FEDERAL PUBLIC HOUSING AUTHORITY

Washington
July 29, 1944

Regional Office
1326 Fifth Avenue
Seattle, 1 Washington

NOTIFICATION TO COMMENCE DELIVERY

Mr. Lawrence K. Foster
City Engineer and Water Superintendent
Caldwell, Idaho

Dear Sir:

In accordance with the provisions of Section _____
of Contract No. HA(121-10115) sub 102 for providing
water service to the
above project, you are hereby notified to commence
service to said project on August 8 1944.

Sincerely yours,

Frank M. Crutsinger
for Asst. Director for Project Management
For: FRANK M. CRUTSINGER
Director, Region IX

CONTRACT BETWEEN
THE UNITED STATES OF AMERICA
and
CITY OF CALDWELL
FOR THE SUPPLYING OF WATER

THIS CONTRACT, made and entered into this 20th day of March, 1944, between the UNITED STATES OF AMERICA, hereinafter called the "Government", and the CITY OF CALDWELL, a municipal corporation organized and existing under and by virtue of the laws of the State of Idaho, hereinafter called the "Utility";

WITNESSETH:

WHEREAS, the Utility is now authorized to supply and is engaged in the process of supplying water to customers within the State of Idaho and inter alia to consumers within the City of Caldwell; and

WHEREAS, the Federal Public Housing Commissioner, hereinafter called the "Commissioner", desires to contract for the supplying of water to the housing development consisting of approximately 60 family dwelling units to be located in or near the City of Caldwell, (Identification No. IDA-10115), hereinafter referred to as the "Development";

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Supply of Water: The Utility shall, from the date of initial delivery to the expiration of this contract, supply the water requirements of the Development and of the tenants of the Development.
2. Determination of Date of Initial Delivery: The date of initial delivery hereunder shall be the date on which the Utility is first required to furnish water to the Development under the terms of this contract.
3. Notice to Utility to Commence Delivery: The Utility shall commence delivery of water to the Development on the date specified in a written notice from the Commissioner or his representative, such notice to be delivered to the Utility not less than ten (10) days prior to the date specified for the commencement of delivery.
4. Term of the Contract: This contract shall become effective upon the execution thereof and shall continue in effect for one year; provided, however, that in the absence of notice of intention to terminate served on the Utility by the Commissioner, or on the Commissioner by the Utility, at least thirty (30) days prior to the expiration of the contract, this contract shall continue for another year and from year to year thereafter until terminated by notice as outlined in this Section. This contract may also be terminated by the Government if the Government shall sell, dispose of, demolish or discontinue the use of such Development or any part thereof, by giving the Utility at least ten days' written notice prior to such sale, disposal, demolition or discontinuance and the Government's obligation under this contract shall cease on the date specified in the notice. All obligations of the parties with regard to the rendition of service and payment therefor and with regard to the payment period herein provided for shall commence with the date of initial delivery, as defined in Section 2.

5. Rates: The Utility agrees to charge the Government and the Government agrees to pay the Utility for water services furnished to the Development under the terms hereof at the following monthly rate:

\$1.50	for the first 666 cu. feet or part thereof
0.15	per 100 cu. feet for the next 15,000 cu. feet
0.075	per 100 cu. feet for the next additional 10,000 cu. feet
0.05	per 100 cu. feet for all in excess of 25,666 cu. feet.

Minimum Monthly Charge: \$1.50 per occupied dwelling unit

6. Rate Revisions: Nothing in this contract shall be deemed or construed to preclude the Government and the Utility from changing, amending or revising the rates agreed to herein, provided the parties hereto mutually agree upon said change, amendment or revision. If the Utility shall reduce the general rates or minimum charge for water service in the City of Caldwell, the rates or minimum charge herein named shall be reduced in proportion to such reduction.

7. Reading of Meter: The meter shall be read monthly by a representative of the Utility and the representative of the Commissioner. The Utility and the Commissioner, or his representative, shall agree upon a date or dates upon which the meter shall be read for billing purposes. This date shall be the same for each month of the year unless said date falls on Sunday or a legal holiday, in which case the reading shall be made on the next business day following the Sunday or legal holiday.

8. Billing and Payment: The period of time elapsing between monthly readings shall constitute the monthly billing period. On or about the tenth (10th) day following meter readings for water service, the Utility shall render a bill to the Commissioner or his representative. Payment of said bill shall be made on or before the tenth (10th) day following the date of rendition, unless said date falls on Sunday or a legal holiday, in which case payment may be made on the next business day following the Sunday or legal holiday.

9. Penalty for Non-Payment: When any bill is not paid within thirty (30) days after the ten (10) days following the date of rendition, it shall be considered in default. The Utility shall not suspend service to the Development because of non-payment of any monthly bill. The Utility shall have the right to cancel this contract if two successive monthly bills remain unpaid for a period of thirty (30) days after the tenth (10th) day following the date of rendition. Such cancellation shall become effective only after fifteen days' written notice to the Commissioner.

10. Point of Delivery: The point of delivery of water hereunder shall be at the outgoing side of the Horsey Detector Meter of the Government located on or near the Development site at an appropriate location, more specifically defined as follows:

Approximately 80 feet northwest of Kimball Avenue at a point between buildings "1" and "2" on the Development site, or at such other point mutually agreed upon by the parties.

11. Accuracy of Meter: The meter used in determining the amount of water supplied hereunder shall, by comparison with accurate standards, be tested and calibrated by the Utility at intervals of not to exceed twelve (12) months. If it shall be found inaccurate or incorrect, it shall be restored to an accurate condition or a new meter shall be substituted at the Government's expense. The Commissioner or his representative shall have the right to request that a special meter test be made at any time. If any test made at the request of the Commissioner or his representative discloses that the meter tested is registering correctly, or within two per cent (2%) of normal, the Government shall bear the expense of such test. The expense of all

other tests shall be borne by the Utility. The representative of the Commissioner shall have the right to be present at all meter tests and calibrations. The results of all such tests and calibrations shall be open to examination by such representative, and a report of every test shall be furnished immediately to him.

If the meter is tested and found to be not more than two per cent (2%) above or below normal; it shall be considered to be correct and accurate; insofar as correction of billing is concerned. If, as a result of any such test, said meter is found to register a variation in excess of two per cent (2%) from normal, correction shall be made in the billing, but no such correction shall extend beyond ninety (90) days previous to the day on which inaccuracy is discovered by test. The correction shall be based on the assumption that the consumption was the same as for the most nearly comparable periods of like operation (to be agreed upon by the parties hereto) during which service was correctly metered.

12. Standard of Service: The water to be furnished under the terms of this contract shall be of good, clear and wholesome quality and approved by the regulatory public health authorities. It shall be supplied in quantities sufficient for all the purposes and needs of the Development and the tenants thereof. The Utility will maintain sufficient residual pressure at the discharge side of the meters of the Utility on the Development in order to assure adequate fire protection and other necessary service so far as its facilities permit.

13. Distribution System: The Government shall furnish, construct, own and operate the complete and entire secondary water distribution system of the Development from the point of delivery.

14. Resale: No portion of the water supplied hereunder shall be resold, except that the Government may sell or otherwise distribute water to the tenants of the Development as an incident of tenancy.

15. Rights of Utility:

(a) The Government hereby grants to the Utility at all reasonable hours by its duly authorized agents and employees the free right of ingress to and egress from the premises of the Development for the purpose of inspecting, repairing, replacing or removing the property of the Utility, of reading meters, or of performing any work incidental to the supplying of all service hereby contracted for.

(b) The Utility shall have the right to shut off the supply of water to the Development without notice, only in cases of emergency. If the Utility shall find it necessary to shut off the supply of water to the Development, to make replacements or repairs, or for other reason, and no emergency exists, the Utility shall give the Commissioner or his representative reasonable notice of its intentions, including the approximate time and duration of such interruption of service.

16. Annexation of Property of Utility: Any and all equipment, apparatus and devices necessary to fulfill the Utility's obligation hereunder placed or erected by the Utility on or in property of the Development shall be and remain the property of the Utility regardless of the mode or manner of its annexation or attachment to real property of the Development.

17. Liability: The water supplied under this contract is supplied upon the express condition that after it passes the meter equipment of the Government, it becomes the property of the Government. The Utility shall not be liable for loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of water on the Development premises after it passes said meter equipment, except where such loss or damage shall be shown to have been occasioned by negligence of the Utility, its agents, servants or employees.

18. Impossibility of Performance: The Utility shall use all reasonable diligence in providing a constant and uninterrupted supply of water, but the Utility shall not be liable to the Government hereunder, nor shall the Government be liable to the Utility hereunder by reason of failure of the Utility to deliver or the Development to receive water as the result of fire, riot, strike, explosion, flood, accident, breakdown, acts of God or the public enemy, or other acts beyond the control of the party affected; it being the intention of each party to relieve the other of the obligation to supply water or to receive and pay for water when as a result of any of the above-mentioned causes; either party may be unable to deliver or use, in whole or in part, the water herein contracted to be delivered and received. Both parties shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing herein contained shall be construed as permitting the Utility to refuse to deliver and the Government to refuse to receive water after the cause of interruption has been removed. In case of impaired or defective service, the Commissioner or his representative shall immediately give notice to the nearest office of the Utility by telephone or otherwise, confirming such notice in writing as soon thereafter as practicable.

19. Non-discrimination in Employment: There shall be no discrimination by reason of race, creed, color, national origin, or political affiliations, against any employee or applicant for employment, qualified by training and experience, for work in connection with this contract. The Utility shall include the foregoing provision in all subcontracts for any part of the work of this contract.

20. Previous Contracts Superseded: This contract supersedes all previous contracts or representations, either written or oral, heretofore in effect by the Utility and the Government with respect to matters herein contained, and constitutes the sole contract by the parties hereto concerning these matters.

21. Notices: All notices which, under the terms of this contract, may be given by or issued to a representative of the Commissioner may be given by or issued to Frank M. Crutsinger, Director, Region IX, Federal Public Housing Authority, whose address is Skinner Building, Seattle 1, Washington.

All notices which, under the terms of this contract, are to be given by or issued to the Utility may be given by or issued to Lawrence M. Porter, City Engineer and Water Superintendent, whose address is Caldwell, Idaho.

Either party shall promptly notify the other in writing whenever there is a change in the person who is to give or receive notices on its behalf.

All notices required or authorized to be given under this contract, except the notice set out in Section 18, shall be given in writing and mailed in the ordinary course of business to the last-known address of the appropriate person specified in this contract.

22. Interest of Member of Congress: No Member of or Delegate to the Congress of the United States of America or Resident Commissioner shall participate in the funds made available under this contract. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

23. Succession or Assignment: This contract shall be binding upon the successors or legal assigns of the Utility.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly signed and executed in several counterparts as of the day and year first above written.

UNITED STATES OF AMERICA
Federal Public Housing Authority

By /s/ Geo. S. Nickey
For the Federal Public
Housing Commissioner

CITY OF CALDWELL, IDAHO

By /s/ Thurlow Bryant
Mayor

(SEAL)

ATTEST:

/s/ O. E. Fritts
City Clerk

C E R T I F I C A T E

I, O. E. FRITTS, hereby certify that I am the City Clerk of City of Caldwell, a municipal corporation organized and existing under the laws of the State of Idaho; that THURLOW BRYANT, who executed a certain contract between City of Caldwell and the United States of America for the supplying of water to a certain Defense Housing Development at Caldwell, Idaho (designated as Project IDA-10115) was, at the time of such execution, a duly elected, qualified and acting Mayor of the City of Caldwell; that such contract was duly signed on behalf of the City of Caldwell by the authority of its governing body, and is within the scope of its corporate powers.

DATED at Caldwell, Idaho, this 12th day of April, 1944.

/s/ O. E. Fritts

(CORPORATE SEAL)

Seattle, 1, Washington
May 3, 1944.

Martin F. Jensen, Housing Manager

O. E. WHITEBOOK, Region IX

Transmittal of Documents:

Attached are the following documents:

NOTIFICATION TO COMMENCE DELIVERY: One signed copy.

- (1) Idaho Power Company, - HA(IDA-10114)mph 102 for project IDA-10114 for providing electric service.

UTILITY CONTRACT: One conformed copy.

- (1) City of Caldwell, - HA(IDA-10115)mph-102 for project IDA-10115 for the supplying of water.

These documents are for your file and use. Kindly acknowledge receipt.

Acting Regional Statistician

Attachments: 2

cc: Flood

160
175
1800
11200
12100

W. H. Jackson
Bureau of the Interior

