

$A^1$  = usable storage content in million acre-feet in Duncan on date of notification.

In no case will the weekly delivery exceed the average of 95 megawatts unless otherwise agreed.

During the period following July 31, 1967, and prior to the date on which notification is given, no deliveries of the Canadian Share shall be made to the Canadian Entity unless otherwise agreed.

#### 9. *Adjustment for Additional Storage in Duncan Reservoir During August 1967*

If the Duncan reservoir has been declared available for regulation by July 31, 1967, and the reservoir is not full to 1.4 million acre-feet on this date, any further filling of the reservoir during August 1967 will be as requested by the United States Entity in consultation with the Canadian Entity. Any additional storage thus filled in Duncan reservoir during August 1967 will be included in computations of the Canadian Share and rates of delivery will be increased following August 31, 1967, as described in paragraphs 5 and 6 except that "A" will be the actual usable storage content in millions of acre-feet in Duncan on August 31, 1967.

#### 10. *Delivery of Canadian Share*

In any day the Canadian Share shall be delivered by Bonneville Power Administration at Blaine as scheduled by British Columbia Hydro and Power Authority to the extent that facilities and operating limitations permit but in no case will exceed a rate of 180 megawatts. Wheeling charge will be \$.0005 per kilowatt hour unless otherwise agreed by the Entities.

#### 11. *Operation During Test Operation Period*

During the period July 31, 1967, through March 31, 1968, beginning when Duncan becomes available for storage regulation, the Duncan reservoir will be operated by the Canadian Entity as requested by the United States Entity guided by an Operating Rule Curve mutually agreed in advance. Such Operating Rule Curve will be based on a Critical Curve and on Reservoir Refill Curves which include a volume-of-run-off forecast parameter. Construction of these curves and their use in actual operation of Duncan reservoir will be in general agreement with the procedures of the Pacific Northwest Coordinated Systems.

#### 12. *Flood Control Considerations*

During the Special Operating Program the Entities agree that every effort will be made to preclude adding to the flood hazard downstream from Duncan reservoir. Should it become necessary to evacuate Duncan storage content during the high-water period, the Canadian Entity in consultation with the United States Entity, will attempt to accomplish this evacuation in a manner least detrimental to flood-control operation.

#### 13. *Delayed Deliveries*

If deliveries of energy by either party to the other are delayed due to uncontrollable forces, such deliveries shall be made at a time and at a rate agreed by the Entities.

#### 14. *Applicability of Treaty*

This document is subject to the provisions of the Treaty.