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California Waterfix Hearing
Exhibit No. DOI-30

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

Contract No.
14-06-200-4816A

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND SOUTHERN
CALIFORNIA WATER COMPANY FOR CONVEYANCE OF WATER RIGHTS WATER

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1 UNITED STATES
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5 CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND SOUTHERN
6 CALIFORNIA WATER COMPANY FOR CONVEYANCE OF WATER RIGHTS WATER

7 THIS CONTRACT, made this 20th day of May, 1970,
8 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and
9 acts amendatory thereof or supplementary thereto, all of which are
10 commonly known and referred to as the Federal reclamation laws,
11 between THE UNITED STATES OF AMERICA, hereinafter referred to as the
12 United States, and the SOUTHERN CALIFORNIA WATER COMPANY, hereinafter
13 referred to as the Company, a corporation organized and existing under
14 the laws of the State of California,

15 WITNESSETH, That:

16 EXPLANATORY RECITALS

17 WHEREAS, the United States is constructing and operating the
18 Central Valley Project, California, for the purpose, among others, of
19 furnishing water for irrigation, municipal, industrial, domestic, and
20 other beneficial uses; and

21 WHEREAS, the United States is constructing the Folsom South
22 Canal as an integral part of the Central Valley Project and upon its
completion there will be available from the Canal a water supply for
agricultural and municipal, industrial, and domestic uses; and

1 WHEREAS, the Natomas Water Company possessed certain rights
2 in and to the waters flowing in the South Fork of the American River,
3 recognized to be thirty-two thousand (32,000) acre-feet per year, said
4 rights being based on a filing in the records of the County of El Dorado,
5 State of California, in 1851, subsequent diversion and usage in whole or
6 in part continuously since that time, and by application and devotion of
7 said rights and said water to beneficial use; and

8 WHEREAS, a contract dated June 18, 1951, designated Contract
9 No. DA-04-167-eng-330, was entered into between Natomas Water Company
10 and the United States represented by the Corps of Engineers, which
11 provided that certain facilities of Natomas Water Company for the
12 diversion and conveyance of water from the South Fork of the American
13 River be rearranged, relocated, or altered and that the United States
14 deliver the Company's water; and

15 WHEREAS, Natomas Water Company conveyed its interest in said
16 water rights and facilities under Contract No. DA-04-167-eng-330 to the
17 Company; and

18 WHEREAS, inasmuch as said Natomas Water Company contract is
19 still in full force and effect except as modified by this contract; and

20 WHEREAS, the Company has conveyed, sold, or otherwise disposed
21 of eleven-sixteenths (11/16) of thirty-two thousand (32,000) acre-feet
22 of water rights water to the City of Folsom; and

1 WHEREAS, the Company is taking delivery of the remaining
2 five-sixteenths (5/16) or ten thousand (10,000) acre-feet of water
3 rights water from said rearranged, relocated, and altered facilities; and

4 WHEREAS, said Folsom South Canal will have the capability,
5 from a design and operating standpoint, to provide the Company with
6 ten thousand (10,000) acre-feet of water per year at a rate not to
7 exceed twenty (20) cubic feet per second without the necessity for
8 rationing, interruptions, or other outages; and

9 WHEREAS, the Company desires to take delivery of said ten
10 thousand (10,000) acre-feet of water rights water from the Folsom South
11 Canal; and

12 WHEREAS, the full enjoyment of the rights of the Company under
13 this contract are consistent with the overall operation of the Central
14 Valley Project; and

15 WHEREAS, as of the date hereof the United States sees no
16 circumstances under which any inconsistency between the full exercise
17 of the Company's rights under this contract and the overall operation
18 of the Central Valley Project will arise; and

19 WHEREAS, the United States is willing to transmit to the
20 Company through the Canal the ten thousand (10,000) acre-feet of water
21 referred to; and

22 WHEREAS, it is the intention of the parties that this contract
23 expressly preserve and recognize the right of the Company to ten thousand
24 (10,000) acre-feet of water rights water and to insure to the extent

1 physically possible the availability to the Company of such quantity
2 of water from the Folsom South Canal;

3 NOW, THEREFORE, in consideration of the covenants herein
4 contained, it is agreed as follows:

5 DEFINITIONS

6 1. When used herein, unless otherwise distinctly expressed or
7 manifestly incompatible with the intent hereof, the terms:

8 (a) "Secretary" or "Contracting Officer" shall mean the
9 Secretary of the United States Department of the Interior or
10 his duly authorized representative:

11 (b) "Project" shall mean the Central Valley Project,
12 California, of the Bureau of Reclamation;

13 (c) "Canal" shall mean Folsom South Canal of the Project;

14 (d) "year" shall mean a calendar year; and

15 (e) "Valley Canal" shall mean the Canal running generally
16 from the Willow Hill Reservoir to its terminus in Rancho Cordova,
17 variously referred to in whole or in part as the Valley Ditch,
18 the Alder Canal, or the American River Canal.

19 DELIVERY OF WATER

20 2. The United States shall deliver and the Company shall accept
21 a quantity of water not to exceed ten thousand (10,000) acre-feet per
22 year at a rate not to exceed twenty (20) cubic feet per second.

1 POINT OF DELIVERY--MEASUREMENT AND RESPONSIBILITY
2 FOR DISTRIBUTION OF WATER--MAINTENANCE OF FLOWS AND LEVELS--
3 FACILITIES TO BE FURNISHED BY UNITED STATES AND COMPANY--
4 TEMPORARY REDUCTIONS

3 3. (a) The water to be furnished to the Company pursuant to
4 this contract will be delivered approximately at station 120 + 00,
5 through a turnout structure to the property shown on the attached
6 drawing marked Exhibit A and designated "Pumping Plant Area." This
7 site is to be used by the Company for the purpose of installing its
8 water works such as, for example, booster pumps and related electrical
9 equipment including transformers and switchboards, required piping,
10 valves, meters, screening devices and any other equipment needed to
11 enable the Company to take ten thousand (10,000) acre-feet of water
12 annually from the Folsom South Canal and to transfer it to the water
13 system of the Company. Physical and legal provision for ingress and
14 egress to the site for all purposes related to the Company's use will
15 be provided by the United States from its operating road along the right
16 bank of the Canal and then crossing the Equestrian Trail to the site.

17 (b) The following facilities shall be constructed by the
18 United States to be used jointly by the Company with the City of Folsom:

19 (1) A turnout through the operating road to and
20 including the pump well; and

21 (2) Provision for future addition of moss screens.

22 All other facilities necessary for the diversion and/or control of water
23 delivered to the Company shall be the responsibility of the Company and
24 all such facilities, wherever located, shall be and remain the property
25 of the Company, whatever their nature, personal, mixed, or real.

1 (c) The United States hereby grants permission to the
2 Company to enter upon, construct, operate, and maintain its proposed
3 water system facilities in, on, across, and through that portion of
4 the Canal right-of-way, as shown on Exhibit A. The installation of
5 facilities shall be in accordance with plans and specifications approved
6 by the Contracting Officer. The United States retains right of ingress
7 and egress at reasonable times to maintain, inspect, operate, and read
8 the meters or for other purposes related to the delivery of water. The
9 United States also hereby grants to the Company rights-of-way for ingress
10 and egress to and from said parcel of land in, on, over, and along said
11 Canal right-of-way: Provided, That in exercising the rights of ingress
12 and egress the Company shall not use any cleated equipment on any paved
13 or oiled roads and shall confine its routes of travel to existing roads
14 or lanes as specified by the Contracting Officer.

15 (d) All water delivered from the Canal shall be measured by
16 the Contracting Officer at the point of delivery established pursuant
17 to subdivision (a) of this article and with equipment furnished, operated,
18 and maintained by the United States: Provided, That said measuring
19 equipment shall be installed by the Company after submitting installation
20 drawings to the Contracting Officer and obtaining his written approval
21 thereto. All determinations relating to the measurement of such water
22 shall be made by the Contracting Officer. Upon request of the Company
23 the accuracy of such measurements will be investigated by the Contracting
24 Officer and any errors appearing therein adjusted.

1 (e) The United States shall not be responsible for the
2 control, carriage, handling, use, disposal, or distribution of water
3 which may be furnished to the Company beyond the delivery point
4 established pursuant to this article, nor for claim of damage of
5 any nature whatsoever including but not limited to property damage,
6 personal injury, or death arising out of or connected with the control,
7 carriage, handling, use, disposal, or distribution of such water beyond
8 the point of diversion.

9 (f) The United States shall make all reasonable efforts,
10 consistent with the over-all operation of the Project, to maintain
11 sufficient flows and levels of water in the Canal to furnish water to
12 the Company at the full designed capacity of the turnout established
13 as the delivery point pursuant to this article.

14 (g) The United States may temporarily discontinue or reduce
15 the quantity of water to be furnished to the Company as herein pro-
16 vided for the purposes of investigation, inspection, maintenance,
17 repair, or replacement of any of the Project facilities or any part
18 thereof necessary for the furnishing of water to the Company. The
19 delivery of water to the Company will be discontinued or reduced
20 proportionately with other users of water from the Canal who are
21 similarly situated. So far as feasible the United States will give
22 the Company due notice in advance of such temporary discontinuance or

1 reduction, except in case of emergency, in which case no notice need
2 be given: Provided, however, That the United States shall use its
3 best efforts to avoid any discontinuance or reduction in service for
4 a period longer than three (3) days. In the event of any such dis-
5 continuance or reduction, upon resumption of service and if requested
6 of the Contracting Officer or such other person as he may designate in
7 writing to receive such request by the Company, in writing, the United
8 States will attempt to deliver the quantity of water which would have
9 been furnished hereunder in the absence of such contingency.

10 ASSIGNMENT--SUCCESSORS AND ASSIGNS OBLIGATED

11 4. This contract shall inure to the benefit of and be binding
12 upon successors and assigns of the parties hereto. Notice shall be
13 given to the Contracting Officer of any assignment or transfer of this
14 contract or any part or interest therein.

15 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

16 5. The expenditure of any money or the performance of any work
17 by the United States hereunder which may require appropriation of money
18 by the Congress or the allotment of funds shall be contingent upon such
19 appropriation or allotment being made. No liability shall accrue to the
20 United States if funds are not so appropriated or allotted.

21 EFFECTIVENESS OF CONTRACT

22 6. This contract shall:

23 (a) Become effective when the Company begins taking water
24 water at the delivery point provided hereunder; and

1 (b) Supersede the obligation of the United States to
2 deliver water to the Company under the Natomas Water Company contract.

3 QUALITY OF WATER

4 7. The operation and maintenance of Project facilities and the
5 construction of new Project facilities for the provision of water under
6 this contract shall be performed in such a manner as is practicable to
7 maintain the quality of raw water to be furnished hereunder. The United
8 States is under no obligation to construct or furnish water treatment
9 facilities to maintain or better the quality of water except to the
10 extent such facilities are expressly referred to elsewhere in this
11 contract as a part of the Project facilities to be constructed by the
12 United States pursuant to Reclamation law or as otherwise required by
13 law. Further, the United States does not warrant the quality of water
14 to be furnished pursuant to this contract.

15 OFFICIALS NOT TO BENEFIT

16 8. (a) No Member of or Delegate to Congress or Resident
17 Commissioner shall be admitted to any share or part of this contract
18 or to any benefit to arise therefrom. This restriction shall not be
19 construed to extend to this contract if made with a corporation for
20 its general benefit.

21
22

1 (b) No official of the Company shall receive any benefit
2 that may arise by reason of this contract other than as a stockholder
3 within the Company and in the same manner as other stockholders within
4 the Company.

5 NOTICES

6 9. (a) Any notice authorized or required to be given to the
7 United States shall be deemed to have been given when mailed postage
8 prepaid, or delivered to the Regional Director, Region 2, Bureau of
9 Reclamation, 2800 Cottage Way, Sacramento, California 95825. Any
10 notice authorized or required to be given to the District shall be
11 deemed to have been given when mailed in a postage prepaid or franked
12 envelope, or delivered to the Southern California Water Company,
13 10667 Folsom Boulevard, Rancho Cordova, California 95670.

14 (b) The designation of the addressee or the address given
15 above may be changed by notice given in the same manner as provided
16 in this article for other notices.

17 (c) This article shall not preclude the effective service
18 of any such notice or announcement by other means provided by law.

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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 Robert Hammond
Acting Regional Director, Region 2
Bureau of Reclamation

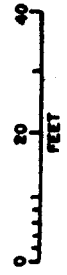
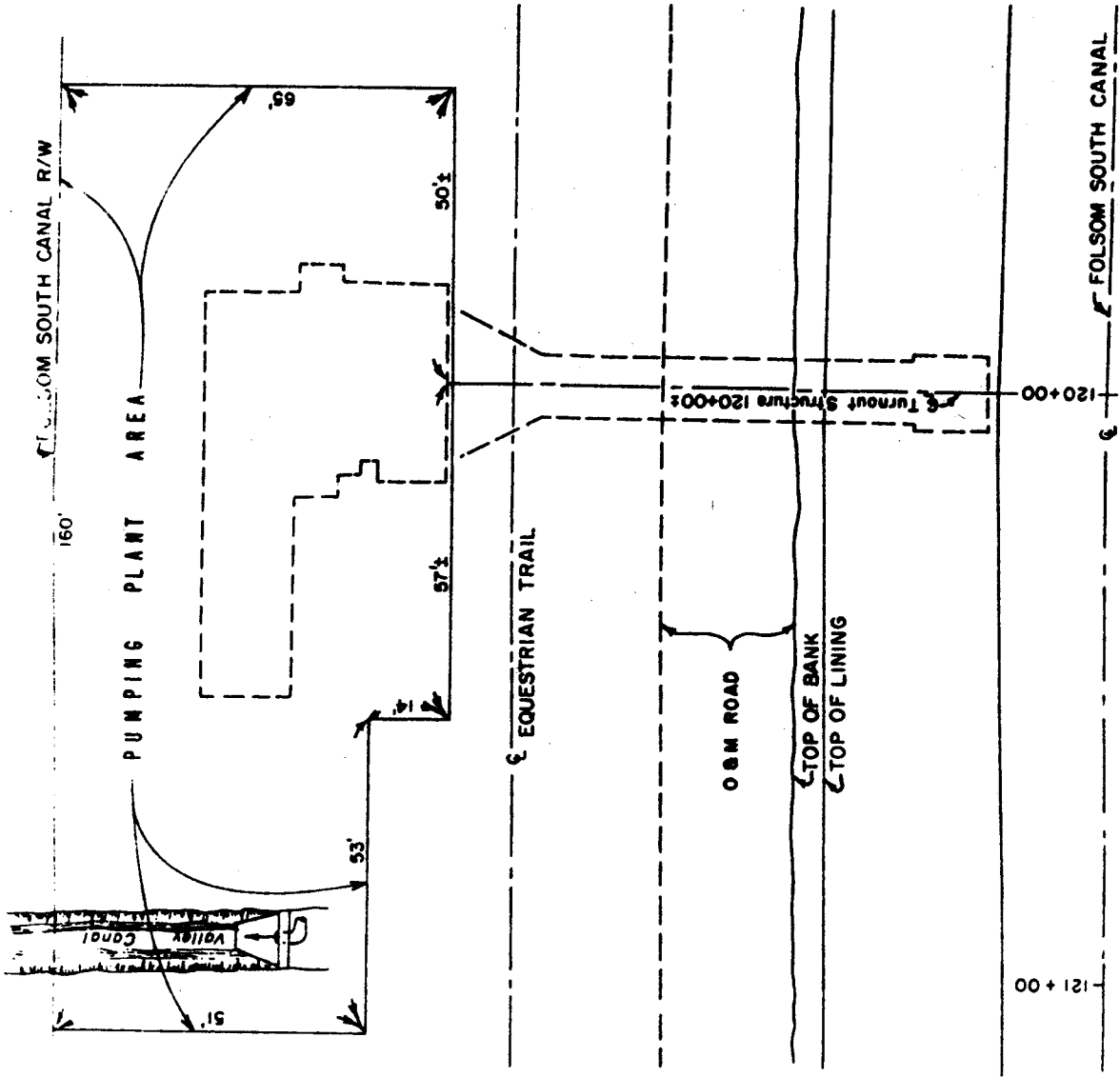
SOUTHERN CALIFORNIA WATER COMPANY

(SEAL)

By Philip F. Lusk
President

ATTEST:

W. S. [Signature]
Secretary



UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 CENTRAL VALLEY PROJECT
 FOLSOM SOUTH UNIT - CALIFORNIA
 FOLSOM SOUTH CANAL - REACH I
 PUMPING PLANT AREA
 SOUTHERN CALIFORNIA WATER COMPANY
 CITY OF FOLSOM
 EXHIBIT A

888-208-1091

FEBRUARY 16, 1970

SOUTHERN CALIFORNIA WATER COMPANY

Resolution Approving Contract With
U.S. Department of Interior

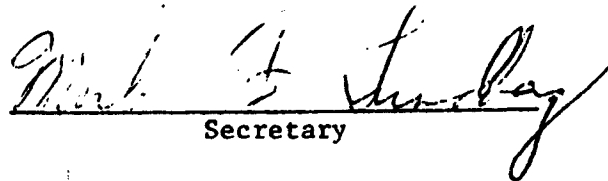
RESOLVED, that the form of contract between the United States of America and this corporation for conveyance of water rights and water presented to and discussed at this meeting be, and it hereby is, approved and the officers of this corporation be, and each of them severally hereby is, authorized and directed, in the name of this corporation and on its behalf, to execute and deliver said agreement and to take such other actions as may be necessary or appropriate to carry out and perform the terms and provisions thereof.

The undersigned, Merle F. Lundberg, hereby certifies:

(1) That he is the duly elected, qualified and acting Secretary of Southern California Water Company, a California corporation.

(2) That the attached is a full, true and correct copy of Resolutions duly adopted by the Board of Directors of said corporation at a meeting thereof duly convened and held on the 7th day of April, 1970, at which Meeting there was present at all times a quorum of said Directors; and that said Resolutions have not been repealed, rescinded or amended and are now in full force and effect.

WITNESS the hand of the undersigned and the seal of said corporation this 23rd day of April, 1970.


Secretary

(Seal)