



IN REPLY
REFER TO: PN 440

69054

by Young Gebortsek

United States Department of the Interior

BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING & U.S. COURTHOUSE
BOX 043 - 550 WEST FORT STREET
BOISE, IDAHO 83724

JUL 24 1987

RECEIVED

JUL 27 1987

WATER RESOURCES DEPT.
SALEM, OREGON

Mr. Dan J. Wilson, Secretary-Treasurer-Manager
Santiam Water Control District
11371 Dieckman Lane, SE.
Aumsville, Oregon 97325

Dear Mr. Wilson:

Enclosed for your records is a fully executed original and 11 conformed copies of Contract No. 7-07-10-W0675, dated July 22, 1987, which provides you an irrigation water supply from the Willamette Basin Project.

If you have not yet contacted the Oregon State Water Resources Department for your Permit to Divert, we suggest you do so. We are furnishing that agency a conformed copy of the contract so they will be in a position to proceed with issuing the required permit to divert water.

If there are any questions regarding the terms or conditions set forth in the contract, please feel free to contact this office.

Sincerely yours,

ROBERT A. BARBO

Regional Supervisor of
Water, Power and Lands

Enclosure

cc: Director, Oregon State Water Resources Department
3850 Portland Rd., NE.
Salem, Oregon 97310

(with copy of enclosure)

U.S. Army Corps of Engineers
Attention: NPPEN-HH-R
P.O. Box 2946
Portland, Oregon 97208
(with copy of enclosure)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

1 THIS CONTRACT, made this 22nd day of July, 1987,
2 pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187),
3 and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which
4 acts are commonly known and referred to as the Reclamation Laws), the
5 Flood Control Act of 1938 (53 Stat. 1222), and the Flood Control Act of
6 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter
7 referred to as the United States, represented by the Contracting Officer
8 executing this contract, and Santiam Water Control District
9 11371 Dieckman Lane, SE., Aumsville, Oregon 97325,
10 hereinafter referred to as the Contractor;

11 WITNESSETH, THAT:

12 Explanatory Recitals

13 2. WHEREAS, The United States has constructed and operates a
14 system of multipurpose reservoirs in the Willamette Basin, Oregon,
15 herein styled the Willamette Basin Project, from which there is a flow
16 of water than can be used for irrigation of land and other beneficial
17 uses, which flow, as it has been developed or as it will be augmented,
18 was appropriated by the United States pursuant to the laws of Oregon
19 for beneficial use under the Federal Reclamation Laws; and

1 3. WHEREAS, The Contractor owns land or provides water service
2 to the owners of lands hereinafter described, for which a water supply
3 is desired to be secured from the United States;

4 NOW, THEREFORE, in consideration of the premises and the
5 payment by the Contractor to the United States of the charges in the
6 manner hereinafter provided, it is agreed:

7 Lands for Which Water is Furnished: Limitations on Deliveries

8 4. The United States shall make available each year to the
9 Contractor during the irrigation season from April 1 to September 30,
10 inclusive, water from the Willamette Basin Project for the irrigation
11 of land owned by or served by the Contractor described as follows:

12 SEE ATTACHED SHEETS

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19 Of the land described, not more than 679.12 acres are to be irrigated.
20 The amount of water to be made available hereunder shall be that
21 quantity which may be applied beneficially in accordance with good usage
22 in the irrigation of the land above described, but in no event shall it
23 exceed a total diversion of 1,697.80 acre-feet annually, measured at
24 the point of delivery of said water.

1 States. The required medium of payment may include checks, wire trans-
2 fers, or other types of payment specified by the United States. Except
3 when otherwise specified by the United States, all payments shall be made
4 by check.

5 (d) Payments required hereunder shall be made to the Bureau of
6 Reclamation at the location described in Article 13 of this contract.

7 Charges for Delinquent Payments

8 6. (a) The Contractor shall be subject to interest, administrative
9 and penalty charges on delinquent installments or payments, pursuant to
10 section 11 of the Debt Collection Act of 1982 (Public Law 97-365). When
11 a payment is not received within 30 days of the due date, the Contractor
12 shall pay an interest charge for each day the payment is delinquent
13 beyond the due date. When a payment becomes 60 days delinquent, the Con-
14 tractor shall pay an administrative charge to cover additional costs of
15 billing and processing the delinquent payment. When a payment is delin-
16 quent 90 days or more, the Contractor shall pay an additional penalty
17 charge of 6 percent per year for each day the payment is delinquent
18 beyond the due date. Further, the Contractor shall pay any fees
19 incurred for debt collection services associated with a delinquent
20 payment.

21 (b) The interest charge rate shall be the greater of the rate
22 prescribed quarterly in the Federal Register by the Department of the
23 Treasury for application to overdue payments, or the interest rate of
24 0.5 percent per month prescribed by section 6 of the Reclamation Project
25 Act of 1939 (Public Law 76-260). The interest charge rate shall be
26 determined as of the due date and remain fixed for the duration of the
27 delinquent period.

28 (c) When a partial payment on a delinquent account is received,
29 the amount received shall be applied first to the penalty and adminis-
30 trative charges, second, to the accrued interest, and third to the
31 overdue payment.

32 Furnishing of Water

33 7. (a) Upon payment of the water service charge(s) specified in
34 subarticle 5(a) above, the United States will furnish up to 679.12 acre-
35 feet of water to the Contractor from the Willamette Basin Project. The
36 initial quantity or base entitlement shall be 679.12 acre-feet. An

1 additional quantity of up to 1,018.68 acre-feet may be requested by
2 the Contractor and shall be furnished on an if-and-when-available basis.
3 No water shall be furnished if the Contractor is delinquent in payment
4 of the required water service charge(s).

5 (b) Water for the purposes hereof shall be made available and
6 measured at the following point(s) of diversion:

7 1,800 feet south and 2,830 feet east of the west quarter corner of
8 Section 11, T. 9 S., R. 1 W., in Lot 2 of SW1/4SE1/4 of Section 11
9 W.M., Marion County, Oregon

10

11 The Contractor shall receive said water at the point of diversion and
12 shall be wholly responsible for securing said water at that point and
13 diverting, conveying, and utilizing it. The water to be delivered
14 hereunder shall be measured by means of measuring or controlling
15 devices satisfactory to the Contracting Officer. Such devices shall
16 be furnished, installed, and maintained by and at the expense of the
17 Contractor, but they shall be and remain at all times under the control
18 of the United States or of an appropriate State-appointed watermaster
19 whose representative may at all times have access to them over any
20 lands of the Contractor. All losses of water from seepage, evaporation,
21 or other cause, below said point of measurement, shall be borne by the
22 Contractor.

23 (c) The monthly supply of water hereunder diverted in any
24 one month of the irrigation season shall not exceed 35 percent of the
25 total maximum annual diversion set forth in subarticle 7(a) above. The

1 Contractor shall, to the extent practicable, submit to the Contracting
2 Officer an advance schedule as to the precise time of water deliveries.
3 Changes in such schedule may be made only upon sufficient advance
4 notice to the Contracting Officer to allow him to adjust releases to
5 meet the new schedules. Upon the appointment of a State watermaster
6 to govern diversions from the stream concerned, the Contractor shall
7 be required to conform its diversions and releases to the control of
8 the stream as established by the watermaster.

9 (d) The Contractor and all other entities heretofore or
10 hereafter contracting with the United States for a right to use water
11 from the Willamette Basin Project shall, to the extent of their base
12 entitlement, have equal priority to the use of water from such project
13 so far as that may be physically practicable and legally possible,
14 without regard to the date of their respective contracts.

15 Special Conditions

16 8. (a) It is the responsibility of the Contractor to comply with
17 the laws of the State of Oregon regarding the obtaining and perfecting of
18 permits to divert water to the lands described in Article 4. Prior to
19 executing this contract, the Contractor shall secure any easements from
20 the Corps of Engineers which may be required for constructing facilities
21 to divert and convey the stored water and provide written verification of
22 such agreements to the Contracting Officer. The obligation of the
23 United States to deliver water under this contract is subject to an
24 operating plan for the Willamette Basin Project determined in accordance
25 with the law governing the project.

1 (b) In the event the Contractor is not now a member of an
2 irrigation district, water supply company, or other water user organiza-
3 tion, this contract shall be terminated and water service hereunder
4 shall cease automatically when water is made available to the lands
5 described in Article 4 by such an organization to serve these and other
6 lands presently irrigated or planned for irrigation in future years
7 from the Willamette Basin Project.

8 Term of Contract

9 9. This contract shall become effective as of the date first above
10 written and will continue in force for 40 years unless sooner terminated
11 in accordance with Articles 8 or 10 or by agreement of the parties
12 hereto.

13 Termination of Contract

14 10. This contract may be terminated and water service hereunder
15 shall cease at the option of the United States at any time if the Con-
16 tractor is delinquent in payment of the water service charge for a
17 period of 30 days or upon failure of the Contractor to abide by any
18 notice, order, rule, or regulation of the United States or the State of
19 Oregon now or hereafter established affecting water service hereunder.

20 United States Not Liable for Water Shortages--Adjustments

21 11. On account of drought or uncontrollable forces, there may occur
22 a shortage in the total quantity of water available for furnishing to the
23 Contractor by the United States pursuant to this contract. In no event
24 shall any liability accrue against the United States or any of its
25 officers, agents, or employees for any damage direct or indirect arising

1 from such shortages. If such a shortage occurs, the United States will
2 apportion the available water supply among the Contractor and others
3 entitled by existing and future contracts to receive water from the
4 Willamette Basin Project.

5 Disclaimer

6 12. No provision of this contract, nor of any renewal thereof, nor
7 the furnishing of water hereunder will be construed to bind the United
8 States after the expiration of this contract as the basis of a permanent
9 water right. Because of possible fluctuations in reservoir surface
10 elevations and downstream flows associated with the Willamette Basin
11 Project, the United States does not guarantee the availability of water
12 at the point of the Contractor's diversion facilities as they may now
13 be constructed or constructed hereafter. Further, the United States
14 will not be held responsible for any acts or omissions of the
15 Contractor's agents or of persons to whom water is furnished.

16 Notices

17 13. Any notice, demand, or request authorized or required by this
18 contract shall be deemed to have been given, on behalf of the Contractor,
19 when mailed, postage prepaid, or delivered to the Regional Director,
20 Pacific Northwest Region, Bureau of Reclamation, Box 043, 550 West Fort
21 Street, Boise, Idaho 83724, and on behalf of the United States, when
22 mailed, postage prepaid, or delivered to Santiam Water Control District,
23 11371 Dieckman Lane, SE., Aumsville, Oregon 97325 . The designation
24 of the addressee or the address may be changed by notice given in the
25 same manner as provided in this article for other notices.

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General Provisions

14. The general provisions applicable to this contract are listed below. The full text of these general provisions is attached as Exhibit A and is hereby made a part of this contract.

- a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. WATER AND AIR POLLUTION CONTROL
- c. QUALITY OF WATER
- d. EQUAL OPPORTUNITY
- e. COMPLIANCE WITH RECLAMATION LAWS
- f. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- g. OFFICIALS NOT TO BENEFIT
- h. WATER CONSERVATION

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

UNITED STATES OF AMERICA

Kenneth R. Peddie
 Acting Regional Director, PN Region
 Bureau of Reclamation
 Box 043, 550 West Fort Street
 Boise, Idaho 83724

Don Wilson
 Contractor
 Secretary/Treasurer/Manager
 Santiam Water Control District

STATE OF IDAHO)
 : ss
County of Ada)

On this 22nd day of July, 1987, personally
appeared before me Kenneth R. Pedde, to me known to be the
official of the United States of America that executed the within and
foregoing instrument and acknowledged said instrument to be the free and
voluntary act and deed of said United States, for the uses and purposes
therein mentioned, and on oath stated that he was authorized to execute said
instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal as of the day and year first above written.

Diana L. Jacobs
Notary Public in and for the
State of Idaho
Residing at Boise

(SEAL)

My commission expires: 5-23-88

STATE OF OREGON)
 : ss
County of _____)

On this _____ day of _____, 1987, before me,
_____, a Notary Public, personally appeared
_____, known to me to be the person
whose name is subscribed to the within instrument and acknowledged to me that
_____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal as of the day and year first above written.

Notary Public in and for the
State of _____
Residing at _____

(SEAL)

My commission expires: _____

SANTIAM WATER CONTROL DISTRICT
Application for Stored Water
 April, 1987

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4</u>	<u>1/4</u>	<u>Acres</u>		
8 S	1 W	32	SW	NW	5.30		
			NW	SW	23.20		
			SW	SW	6.20		
			NW	SE	7.41		
			SW	SE	6.80		
8 S	2 W	6	NW	SW	10.00		
			SW	SW	9.70		
		18	NW	NW	4.00		
			SE	NW	5.00		
		19	SW	SE	.40		
			NE	NE	.80		
		25	NW	NE	3.30		
			SE	SW	2.61		
		29	SE	NW	4.00		
			33	NW	NE	4.56	
		36		NE	NW	.75	
			SE	SW	6.70		
		SW	SE	1.30			
		8 S	3 W	12	SE	SE	20.40
9 S	1 W	4	NE	SW	3.20		
			SE	SW	4.30		
		5	NW	NE	3.50		
			SW	NE	12.00		
			NE	NW	11.50		
			SE	NW	3.00		
			NE	SE	39.50		
			NW	SE	19.00		
			SW	SE	9.60		
			SE	SE	32.40		
		9	NE	NW	5.00		
			NW	SE	4.00		
		15	NW	NW	.50		
			18	SE	NE	1.00	
		SE		NW	5.10		
		NE	SW	4.53			
		9 S	2 W	1	NW	NE	1.10
					NE	NW	.90
NE	SW				3.20		
SE	SW				3.40		
NW	SE				.90		
SW	SE			1.60			
3	NE			NW	10.86		
	SW			NW	4.40		
NW	SW			8.80			

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4</u>	<u>1/4</u>	<u>Acres</u>
9 S	2 W	4	SE	NE	4.80
			NW	NW	5.00
			SW	SW	.20
		5	NE	SE	2.40
			NE	NW	3.60
		8	SE	NW	1.40
			NE	NE	13.50
		9	SE	NE	1.80
			NW	NW	12.00
		11	SW	NW	1.30
			SW	NE	2.00
		13	SE	SE	10.40
			NE	NE	4.20
		14	NW	NE	1.80
			SW	NE	10.90
			SE	NE	2.10
			SW	SE	.90
			SE	SE	2.50
			NE	NE	6.40
			NW	NE	1.00
			SW	SW	5.30
			NE	SE	.80
			NW	SE	1.00
		15	NW	SW	6.80
			SW	SW	.70
		16	SE	SE	6.20
			SE	SW	4.60
		21	NE	SE	10.00
			NW	SE	7.50
			SW	SE	20.40
			SE	SE	10.00
			NE	SE	15.40
		22	NW	SE	26.40
			SW	SE	10.60
		23	SE	SE	7.60
			NE	NE	15.50
27	SE	NE	10.10		
	NW	NW	10.00		
27	SW	NW	6.30		
	SW	NE	20.00		
	NE	NW	.90		
	NW	NW	1.00		
	SW	NW	19.40		
	SE	NW	38.70		
	NE	SW	8.80		
	NW	SW	.20		
NW	SE	11.00			

SANTIAM WATER CONTROL DISTRICT
Application for Stored Water
Map Index

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Map No.</u>
8 S	1 W	32	1
8 S	2 W	6	2
		18	3
		19	3A
		25	4
		29	5
		33	5
		36	4
8 S	3 W	12	2
9 S	1 W	4	6
		5	1
		9	6 & 7
		15	7
		18	8
9 S	2 W	1	9
		3	10
		4	11 & 10
		5	11
		8	11
		9	11
		11	12
		13	12
		14	14 & 12
		15	14 & 13
		16	13
		21	14
		22	14
		23	14
		27	14

GENERAL PROVISIONS--WILLAMETTE BASIN PROJECT, OREGON

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case such funds are not appropriated or allotted.

WATER AND AIR POLLUTION CONTROL

b. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

QUALITY OF WATER

c. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

EQUAL OPPORTUNITY

d. During the performance of this contract, the Contractor agrees as follows:

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH RECLAMATION LAWS

e. The parties agree that the delivery of irrigation water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

f. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

OFFICIALS NOT TO BENEFIT

g. No Member of or Delegate to Congress, Resident Commissioner or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

WATER CONSERVATION

h. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 5-year intervals, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based on the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.