

P-55530



United States Department of the Interior



BUREAU OF RECLAMATION
Pacific Northwest Region
1150 North Curtis Road, Suite 100
Boise, Idaho 83706-1234

IN REPLY REFER TO:

PN-3324
WTR-4.00

AUG 25 2011

CERTIFIED – RETURN RECEIPT REQUESTED

RECEIVED

AUG 29 2011

WATER RESOURCES DEPT
SALEM, OREGON

Mr. Kenneth Zumwalt
32998 Saginaw Road E.
Cottage Grove, OR 97424

Subject: Termination of Willamette Basin Project Water Service Contract No. 7-07-10-W0042

Dear Mr. Zumwalt:

This letter has been sent because your payment for annual water service is more than 90 days in arrears and collection efforts have been unsuccessful.

As a result, if payment of \$275.01 (\$216.80 for 2011 water service and \$58.21 for interest) is not received by September 30, 2011, we will terminate Contract No. 7-07-10-W0042 with you, dated April 27, 1977.

For information regarding assessments to be made by the United States under this contract, please contact Ms. Corinne Whitmore at 208-378-5055. If you have any questions regarding this action, please contact Mr. Bill Parks at the above address, or by telephone at 208-378-5344.

Sincerely,

Ryan M. Patterson
Program Manager
Repayment and Acreage Limitation

cc: Water Rights Division
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271

U.S. Army Corps of Engineers
Attention: CENWP-EC-HR
P.O. Box 2946
Portland, OR 97208-2946

Mr. Michael Mattick
District 2 Watermaster
220 North Fifth
Springfield, OR 97477

Mr. Michael R. Crouse
National Marine Fisheries Service
1201 NE Lloyd Blvd., Suite 1100
Portland, OR 97232



United States Department of the Interior
BUREAU OF RECLAMATION

PLANNING FIELD BRANCH
1775-32nd PLACE N.E.
BOX 7395, SALEM, OREGON 97303

IN REPLY
REFER TO:

840.

April 29, 1977

Kenneth Zumwalt
Route 1, Box 774
Cottage Grove, Oregon 97424

Dear Mr. Zumwalt:

Enclosed is one duplicate original of the recently executed contract with the United States providing for water service from the Willamette Basin Project. The contract is numbered and dated as follows:

7-07-10-W0042, April 27, 1977

Copies of the contract are also being provided to the Oregon State Water Resources Department and the Corps of Engineers, Portland District.

A form for reporting 1977 water use has been sent to Mr. La Fon to be maintained on a monthly basis. A copy of our letter to Mr. La Fon is enclosed.

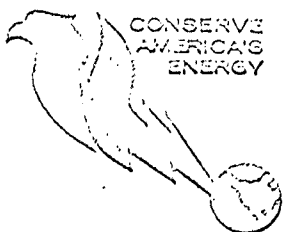
Sincerely yours,

Robert A. Barbo

Robert A. Barbo
Chief, Planning Field Branch

Enclosures

cc: Director, Oregon Water Resources Department (w/copy of encl.)
District Engineer, Portland District Corps of Engineers (w/copy of encl.)



Save Energy and You Serve America!

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 27 day of April, 1977, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, including section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), all of which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and Kenneth Zumwalt
(name)

Route 1, Box 774, Cottage Grove, Oregon 97424,
(address)
hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, because the United States is engaged in the construction and operation of a system of multipurpose reservoirs in the Willamette Basin, Oregon, herein styled the Willamette Basin Project, there will be a flow of water that can be used for irrigation of land, and other beneficial uses, which flow as it is developed or as it will be augmented, was appropriated by the United States pursuant to the laws of Oregon for beneficial use under the Federal Reclamation Laws; and

3. WHEREAS, the Contractor is the owner of land hereinafter described, for which a water supply is desired to be secured from the United States;

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

Water to be Provided by the United States

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

| | |
|---|--------------------------------|
| 1.2 acres, NE $\frac{1}{4}$ NW $\frac{1}{4}$ sec. 15 | |
| 23.7 acres, SE $\frac{1}{4}$ NW $\frac{1}{4}$ sec. 15 | |
| 2.2 acres, NE $\frac{1}{4}$ SW $\frac{1}{4}$ sec. 15 | all in T. 20 S., R. 3 W., W.M. |

Of the land described, 27.1 acres are to be irrigated. The quantity of water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but in no event shall it exceed a total diversion of 58.27 acre-feet annually, measured at the point of delivery of said water.

Place of Delivery and Measurement of Water

5. Water for the purposes hereof shall be made available at the following described point of diversion:

- #1 - 1,980 feet north and 2,270 feet west of SE corner of Coverdill DLC 52, T. 20 S., R. 3 W.
- #2 - 2,240 feet north and 2,170 feet west of SE corner of Coverdill DLC 52, T. 20 S., R. 3 W.

The Contractor shall receive said water at said point of diversion and shall be wholly responsible for taking said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured at: Pointsof diversion.

by means of a measuring device or controlling device to be satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times under the control of the United States or of an appropriat State-appointed watermaster whose representative may at

Arts. 4, 5

all times have access to them over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

Rate of Delivery of Water

6. The monthly supply of water hereunder diverted in any one month of the irrigation season, beginning in April and ending on or before September 30, shall not exceed 35 percent of the total maximum annual diversion as hereinabove set forth. The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the precise time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform his diversions and releases to the control of the stream as established by the watermaster.

Water Supply

7. (a) The Contractor and all other entities heretofore or hereafter contracting with the United States for a right to use water from the Willamette Basin Project shall, to the extent of their respective maximum contracted rights, have equal priority to the use of water from such project so far as that may be physically practicable and legally possible, without regard to the date of their respective contracts. It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) On account of drought, inaccuracy in distribution, or other cause, there may occur at times a shortage in the water supply provided herein, and while the United States will use all reasonable means to guard against such shortages, in no event shall any liability accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom.

Water Charges

8. (a) The Contractor shall pay, for all supplies of water delivered under this contract, a minimum charge equal to the annual rate per acre-foot as established under (c) of this article times the

Arts. 6, 7, 8(a)

(b) This contract shall be terminated and water service hereunder shall cease automatically when water is made available to the lands involved through an agreement with an organized group or association for the benefit of the lands described in Article 4.

(c) If the Contractor fails to comply with any of the terms and conditions hereof, including payment of water charges, and the provisions with respect to the use of water on excess lands, and after written notice fails to remedy such default within 30 days, the United States may, at its option, terminate this contract.

Irrigable Area Limitation

10. Pursuant to the provisions of the Federal Reclamation Laws, water made available to the Contractor hereunder shall not be delivered to more than 160 irrigable acres in the ownership of any one person or other entity, nor more than 320 irrigable acres held by a husband and wife as community property, except that, if irrigable lands in excess thereof have been acquired by foreclosure or other process of law, by conveyance in satisfaction of mortgages, by inheritance or devise, water therefor may be furnished temporarily for a period not to exceed five years from the effective date of such acquisition, and except that delivery may be made to lands held in excess of this limitation if the excess lands are covered by a recordable contract made in accordance with the provisions of section 46 of the Act of May 25, 1926 (44 Stat. 649). In the event that the Congress of the United States repeals or amends the excess land provisions of the Federal Reclamation Laws, the United States agrees, at the option of the Contractor, to negotiate amendments of this article consistent with the provisions of such amendment.

Term of Contract

11. This contract shall become effective as of the date first above written after its execution on behalf of the United States, and shall remain effective for a term of 40 years from that date except as otherwise herein provided. At the expiration of the term, the contract may be extended by the Secretary of the Interior for additional terms of not to exceed 40 years each.

Arts. 9(b)(c), 10, 11

General Provisions

12. This contract is subject to the General Provisions attached hereto and by this reference made a part hereof.

UNITED STATES OF AMERICA

Robert G. Barber
FOR Regional Director, PN Region
Bureau of Reclamation
Box 043, 550 West Fort Street
Boise, Idaho 83724

Kenneth Zimm
Contractor

Art. 12

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 work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any 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 a 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 Equal Opportunity 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 regard to 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 labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, 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 Equal Opportunity clause of this contract or with any of the said 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 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 the Contracting Officer may direct 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 by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

RULES, REGULATIONS, AND DETERMINATIONS

e. (1) The Contracting Officer shall have the right to make, after an opportunity has been offered to the Contractor for consultation, rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or to modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract. The Contractor shall observe such rules and regulations.