

UTAH POWER & LIGHT COMPANY

1407 WEST NORTH TEMPLE STREET

P. O. BOX 899

SALT LAKE CITY 10, UTAH

October 31, 1962

Mr. Edward Southwick
Ogden River Water Users Assn.
1483 Wall Avenue
Ogden, Utah

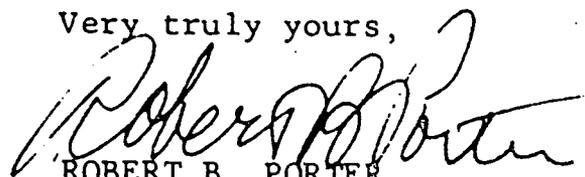
Dear Mr. Southwick:

I am herewith enclosing for your permanent file two fully executed copies and one conformed copy of the agreement permitting storage in Pineview Reservoir of the 1962-1963 winter power water and containing the conditions under which such storage may be had.

Should you choose to exercise the renewal provision as contained in paragraph 6 of the agreement, we believe that you should particularly specify both the period during which you desire to withhold and store the winter power water and the period during which you would propose its return. By so doing the proposed renewal will be definite and our acceptance can be predicated thereon.

Trusting that this will be satisfactory, I am,

Very truly yours,


ROBERT B. PORTER
Assistant Attorney

RBP:vp

Enc.

A G R E E M E N T

THIS AGREEMENT made this 22nd day of October, 1962, by and between the Ogden River Water Users' Association, a corporation of the State of Utah, hereinafter called the Association, and the Utah Power & Light Company, a corporation of the State of Maine, qualified to and doing business in the State of Utah, hereinafter called the Company;

WITNESSETH, that:

WHEREAS, the Association is the beneficial owner of the right to store each year in Pineview Reservoir, and thereafter use 44,175 acre feet of water from the Ogden River and by prior contract with the Company has the right to withhold a portion of the winter power water otherwise available to satisfy the decreed rights of the Company, and

WHEREAS, the Association is desirous of securing the right to store all of the remaining natural flow of the Ogden River otherwise required to satisfy the rights of the Company at its Pioneer Plant during the period from October 1, 1962, to April 30, 1963,

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained it is agreed by and between the parties hereby as follows:

1. That during the non-irrigation season the

Company will interpose no objection to the Association storing any and all natural flow of the Ogden River otherwise required to satisfy the decreed rights of the Company for the Pioneer Plant.

2. The amount of water so withheld from the Company shall be returned during the period from December 1, 1963, through April 1, 1964, by release from Pineview Reservoir at such rates as may be specified by the Company; and for any water withheld and not returned as above specified, the Association shall pay the Company at the rate of \$1.28 per acre foot.

3. The Company recognizes the right of the Association to operate Pineview Reservoir and agrees that all demands for the release of water from said Reservoir shall be directed to the Association.

4. Should the Association make other releases than specified in paragraph 2 from Pineview Reservoir during the year of any water not now available for use by the Company according to its decreed rights and at times and in amounts usable and used by the Company, the Company will credit the account of the Association at the rate of \$1.28 per acre foot.

5. Nothing in this Agreement shall be construed as a relinquishment, an abandonment or a transfer of any water right of either party to this Agreement.

6. This Agreement shall remain in effect only for the period from October 1, 1962, to October 1, 1963, but may be renewed annually by the Association's notification in writing to the Company of its desire to renew and acceptance thereof by the Company.

IN WITNESS WHEREOF, the parties have fixed their signatures the date first above written.

OGDEN RIVER WATER USERS' ASSOCIATION

C. R. Kimball
Secretary

R J Kingston
President

UTAH POWER & LIGHT COMPANY

Heath H. ...
Assistant Secretary

Paul A Blanchard
Vice President

APPROVED
H. Bochner
CHIEF ENGINEER

APPROVED AS
[Signature]

RV.
[Signature]

CONTRACT BETWEEN THE BUREAU OF RECLAMATION AND THE
OGDEN RIVER WATER USERS ASSOCIATION FOR USE OF
WATER WITHHELD FROM THE UTAH POWER & LIGHT COMPANY

THIS CONTRACT, made this _____ day of _____ 19____,
between THE UNITED STATES OF AMERICA herein styled the United States,
acting pursuant to the provisions of the Act of June 17, 1902 (32
Stat. 388), and acts amendatory thereof and supplementary thereto,
represented by the undersigned contracting officer of the Bureau of
Reclamation or his duly authorized representative and the OGDEN RIVER
WATER USERS ASSOCIATION, a corporation organized and existing under
the laws of the State of Utah, and having its principal office at
Ogden, Utah, hereinafter referred to as the Association.

WITNESSETH, That

2. WHEREAS, the United States has constructed Pineview
Dam for the purpose of storing waters of the Ogden River for use of
the Ogden River Water Users Association and others, and by Amendatory
Contract Symbol Ilr-761, dated May 23, 1950, the United States has
contracted with the Association for the yield of water obtainable
from 44,175 acre-feet of storage in Pineview Reservoir, and

3. WHEREAS, the Association has been able by exchange and
purchase to supplement that yield in years of water shortage by
withholding winter power water from the Utah Power & Light Company,
hereinafter referred to as the Company. Winter power water is that
water of the Ogden River accruing to the Company under its rights
from the end of each irrigation season (approximately October 15)
until the beginning of the next irrigation season (approximately

April 15), and which is not included in provisions of the contract among the United States, the Association, the Company and the Utah Light & Traction Company, dated May 31, 1934, and

4. WHEREAS, the United States in order to coordinate the use of and better utilize all water and power resources on the Ogden River has arranged with the Company whereby during periods of water shortage the Company will permit the United States to withhold winter power water from the Pioneer Powerplant for use by the Association and others for irrigation, municipal and industrial purposes.

5. NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is agreed by and between the parties hereto as follows:

6. The United States, through its arrangement with the Company, agrees to withhold winter power water and store it in Pineview Reservoir for use by the Association subject to the following conditions:

(a) Nothing in this contract shall in any way affect or modify the Association's rights to store water as set forth in the Amendatory Contract between the United States and the Association, dated May 23, 1950.

(b) The Association shall notify the United States in writing not less than ten days prior to the date on which it desires to have winter power water withheld and shall also notify the United States ten days prior to the date that it desires to discontinue the withholding of winter power water.

(c) The Association will pay the United States at the same rate the United States must pay the Company within thirty days from billing date for all winter power water withheld at its request, and not returned to the United States as provided in Article _____. Moneys so received by the United States will be held in a special fund solely for the purpose of paying the Company for such water.

(d) The Association may not dispose of any such winter power water withheld for other than Ogden River Project uses.

(e) If the Association fails to notify the United States of its desire to have winter power water withheld as required in (b), the United States, at its discretion, may store the available winter power water in Pineview Reservoir for others and the Association waives any and all claims to such water.

7. When the Association requests the storage of winter power water and such winter power water plus the inflow to Pineview Reservoir under water rights obtained for the Ogden River Project by the United States provides more than the storage right of 44,175 acre-feet, the excess winter power water shall be available to the United States for disposal to others or return to the Company and the Association shall not be obligated to pay for any such water disposed of to others or returned to the Company. Any excess power water withheld at the Association's request that cannot be disposed of to others or returned to the Company by the United States, that is lost by evaporation or that is spilled from the Reservoir shall be paid for by the Association as provided in Article 6 hereof.

8. All winter power water stored under this contract will be subject to reservoir losses the same as any other water stored in Pineview Reservoir.

9. The Association warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Association for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

11. This contract shall be effective for a period of three (3) years from the date hereof, and thereafter be renegotiated to the mutual satisfaction of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and date first above written.

ATTEST:

Secretary

(SEAL)

OGDEN RIVER WATER USERS ASSOCIATION

By _____

THE UNITED STATES OF AMERICA

By _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

WEBER BASIN PROJECT
UTAH

CONTRACT AMONG THE UNITED STATES, THE OGDEN RIVER WATER USERS' ASSOCIATION
AND THE WEBER BASIN WATER CONSERVANCY DISTRICT RELATING TO THE OPERATION
AND MAINTENANCE OF THE ENLARGED PINEVIEW DAM AND RESERVOIR

THIS CONTRACT, made this 2nd day of January, 1957,
in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory
thereof or supplementary thereto, particularly the Act of August 29, 1949
(63 Stat. 677) among the UNITED STATES OF AMERICA, herein styled the United
States, acting in this behalf by the Regional Director of Region 4, Bureau
of Reclamation, Department of the Interior, hereinafter referred to as the
Regional Director, the OGDEN RIVER WATER USERS' ASSOCIATION, a corporation
organized and existing under the laws of the State of Utah, herein styled
the Association, and the WEBER BASIN WATER CONSERVANCY DISTRICT, a conserv-
ancy district organized and existing under the laws of the State of Utah,
herein styled the District:

WITNESSETH, That:

2. WHEREAS, the United States constructed Pineview Dam and Reservoir
with an active capacity of 44,175 acre-feet as a part of the Ogden River
Project; and
3. WHEREAS, the Association pursuant to that certain contract with
the United States dated May 31, 1934, assumed operation and maintenance of
the Ogden River Project works including Pineview Dam and Reservoir on
August 1, 1937, and is now operating and maintaining such works under that
certain amendatory contract of May 23, 1950; and

4. WHEREAS, the United States is constructing the Weber Basin Project and as a part thereof is enlarging Pineview Dam and Reservoir to an active capacity of 110,000 acre-feet; and

5. WHEREAS, it is to the interest of the parties that a contract be entered into between them covering the operation and maintenance of the enlarged Pineview Dam and Reservoir; including the respective rights, privileges and obligations of the parties with respect thereto.

6. NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained it is agreed by and between the parties hereto as follows:

7. The Association shall, subject to the terms and provisions of this contract and to the terms and provisions of the amendatory contract between the Association and the United States dated May 23, 1950, continue to operate Pineview Dam and Reservoir after such works are enlarged as a part of the Weber Basin Project and continue to maintain such dam and reservoir in a proper operating condition.

8. So long as the Association is operating the enlarged Pineview Dam and Reservoir, the District shall pay to the Association an amount equal to 60 percent of the actual cost to the Association of operating, maintaining, and repairing the enlarged Pineview Dam and Reservoir, which cost shall include that portion of the Association's general administrative, overhead and office expense properly allocable to operating, maintaining, and repairing such dam and reservoir,

9. The Association shall on or before February 1 of each year, furnish to the District an itemized statement of the estimated amount

payable by the District under this Article for the next succeeding calendar year, which amount shall be payable by the District on or before December 31 next succeeding the giving of such statement. If the District shall object to any item or items set forth in any such statement, it shall, within thirty (30) days after receipt thereof, furnish the Association with written notice of its objections. Upon the failure of the Association and the District to agree upon such item or items within thirty (30) days after such notice of objection, the matter shall be submitted to the Secretary of the Interior for decision. His decision shall be final and conclusive.

In the event the amount actually paid by the District in any year is either more or less than the amount properly chargeable to it hereunder for such year, an appropriate adjustment to cover the overage or deficiency will be made in the payment for the year following.

In the event of operation of the enlarged Pineview Dam and Reservoir by the United States, the District shall pay to the United States during such period of its operation as the District's share of the cost of operating and maintaining such dam and reservoir, 60 percent of the actual cost thereof, including repairs and administrative and general expense thereon and thereto and the Association shall pay to the United States 40 percent of such cost.

The Association (or the United States if it is operating said dam and reservoir) shall store all water available for storage and shall release at the outlet works of the enlarged Pineview Dam and Reservoir water stored in the enlarged reservoir to which the District is entitled, at the rate and manner and at such times as requested by the District; provided, however, that such releases are subject to the operation of the enlarged reservoir for flood control purposes as directed by the United States in accordance with Article 14 hereof.

9. Should the District fail to make any payments due from it hereunder, the Association (or the United States, if it then be operating the enlarged Pineview Dam and Reservoir) may refuse further deliveries of water to the District until such payments have been made.

10. The parties hereto agree that the water rights of the Ogden River Project set forth in Article 11 of the Amendatory Contract of May 23, 1950, shall be respected and recognized to the extent of capacity constructed for the benefit of the Ogden River Project as being prior to any rights acquired by appropriation for the Weber Basin Project on the Ogden River, provided that this does not modify the priority of any perfected rights acquired by the parties to this contract.

11. The Association shall have the permanent right to the annual yield of storage water from 44,175 acre-feet of capacity in the enlarged Pineview Reservoir and the District shall have the permanent right to the annual yield of storage water from the capacity over and above said 44,175 acre-feet of the enlarged reservoir. Water shall be impounded in the enlarged reservoir in accordance with the respective rights of the parties to this contract. Water entering the reservoir each year for storage shall be credited first to the Association until the Association's capacity of 44,175 acre-feet is filled once during each year and any amounts in excess of 44,175 acre-feet shall be credited to the District. Water held in the enlarged reservoir at the end of an irrigation season to the credit of either party, or water acquired by contract by either party shall remain the property of such party; provided that this provision for holdover rights shall never entitle the Association to hold in storage more than 44,175 acre-feet of water at any time nor entitle the District at any time to encroach upon the Association's first right to store 44,175 acre-feet of water each year.

12. The quantity of water in storage in the enlarged Pineview Reservoir shall be measured on October 30 of each year, which date shall, for the purpose of this contract, be considered the end of the irrigation season. Computations shall be made, as of that date, to determine the annual unmeasured reservoir gains or losses. If upon such measurement it is determined the quantity of water then in storage in the reservoir is either greater or less than the difference between measured maximum storage of water for that year and aggregate measured releases of stored water, the amount of such difference shall be debited or credited, as the case may be, to the Association and to the District in proportion to the quantity of stored water of each at maximum storage during such year.

X 13. The Association agrees to operate and maintain the enlarged Pineview Dam and Reservoir in accordance with the provisions of this contract and of that certain contract between the United States, the Association, the Utah Power and Light Company, and the Utah Light and Traction Company dated October 18, 1934, for the construction operation, and use of the Utah Power and Light Company pipeline in Ogden Canyon and also the contract between the United States, the Association, the District, and Ogden City, a municipal corporation of the State of Utah, dated September 8, 1954, for the reconstruction of the collecting system for the City's artesian wells and trunk pipeline in connection therewith and other matters.

14. The United States shall have the right to direct the operation of the enlarged Pineview Dam and Reservoir for flood control during the period of March 1 to June 30 of each year that the best available information indicates that the peak flow in the Ogden River channel below Pineview Reservoir will exceed during such period 1,500 cubic feet per second for the purpose of preventing or minimizing flood damage along the Ogden River,

provided that such operation for flood control is so exercised as to avoid interference with delivery of water to stockholders of the Association, or to the Utah Power and Light Company in accordance with the contract of October 18, 1934. The District agrees to save the United States and the Association harmless against all claims of every character which may be established against either or both which arise out of or accrue from the operation of such dam and reservoir for flood control so long as such operation is in accordance with the directives of the United States covering such operation.

15. The District agrees to hold the Association harmless from and with respect to all claims for damages against the Association directly attributable to the storage in the enlarged Pineview Reservoir of more than 44,175 acre-feet of water.

16. A difference of opinion exists between the parties hereto as to what compensation, if any, should be made to the Ogden River Water Users' Association because of the enlargement of Pineview Dam and Reservoir as a part of the Weber Basin Project, and it is hereby expressly agreed by the parties hereto that this contract shall, in no way, be construed to jeopardize or prejudice the rights, entitlements, or interests of any of the parties in such matter.

17. The Association shall: (a) maintain books of account acceptable to the Regional Director showing all financial transactions in the operation, maintenance, repair, and replacement costs of the enlarged Pineview Dam and Reservoir; (b) keep an accurate record of waters stored in and released from the enlarged Pineview Dam and Reservoir, the parties to whom such waters are released, and shall report monthly such information to the District and the Regional Director; and (c) permit the proper officials or

agents of the parties hereto to have full and free access at all reasonable times to the account books and records of the Association relating to the operation, maintenance, repair, and replacement costs for the purpose of auditing such accounts and records and making copies thereof. The costs incurred by the Association in maintaining such accounts and records will be included as a part of the cost of operation and maintenance referred to in Article 8 hereof.

18. In connection with the performance of work under this contract, the Association agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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 Association agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Regional Director setting forth the provisions of the nondiscrimination clause. The Association further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

19. 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 part or interest therein shall be valid until approved by the Regional Director or his duly authorized representative.

20. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed

to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

By *Off Carter*
ACTING Regional Director, Region 4
Bureau of Reclamation
Department of the Interior

(SEAL)

Attest:
R. J. Kingston
(Secretary)

OGDEN RIVER WATER USERS' ASSOCIATION

By *J. A. Woodhild*
President

(SEAL)

Attest:
[Signature]
(Secretary)

WEBER BASIN WATER CONSERVANCY DISTRICT

By *Harold E. Gilson*
President