

MEMORANDUM OF UNDERSTANDING

The undersigned parties, in cooperative effort to meet the problems created by existing water shortages in the Provo River drainage and Deer Creek Reservoir, each hereby agree to use their best efforts to accomplish the following objectives. Each recognizes that such effort is an integral contribution to reaching the critically important objective of the management of the stream flows of the Provo River in such a way as to assure an adequate domestic supply of water and protect the fishery, while complying with applicable Federal laws.

*categoryical exclusion
and NEPA compliance*

1. The objectives of this Memorandum are to maximize all available alternatives to preserve storage in Deer Creek Reservoir for winter uses which will maintain the compromise minimum flows in the Provo River immediately below the confluence of the Deer Creek and Provo River to the Olmsted Diversion Dam, and meet the year-round water needs of the people served by the waters of the Provo River System as a one-time compromise, with the goal of full NEPA compliance.

2. Except as stated herein, the United States Bureau of Reclamation (USBR) will not abandon, modify or fail to strictly comply with the categoryical exclusion without full and fair NEPA compliance and will immediately commence a NEPA environmental

assessment which shall be completed not later than November 1, 1989, if possible.

3. The undersigned sportsmen and conservationists will not initiate or promote litigation based on alleged violations of the categorical exclusion which may occur as a result of this Memorandum and will use their best efforts to discourage such action on the part of national sportsmen, wildlife, environment, or other groups.

4. In recognition that this is a one-time compromise, the winter flows in the Provo River, as measured immediately below the confluence of the Provo River and Deer Creek, shall be immediately reduced to an average daily flow of 85 cubic feet per second and these flows shall continue throughout the entire months of November and December, 1988, and January, February, March, and April, 1989, or until water use requirements increase above the 85 cfs level.

5. It is acknowledged that the House Subcommittee on Water & Power Resources intends to maintain continued oversight of the subject stream flows and the quality of the good faith performances and efforts agreed to by all parties to this Memorandum of Understanding.

6. It is understood that the Division of Wildlife Resources ("DWR") shall immediately close the Provo River below Deer Creek Dam to fishing until such time as the minimum stream flow

increases to 100 cfs, as described in Paragraph 4 above, or until, in the judgment of the Director of the Division, there are reasons to reopen fishing.

7. The approximate 10 cfs, or such flow as otherwise is required for replacement under Exchange Application No. 85, currently being stored in Deer Creek Reservoir and being debited against the storage of Metropolitan Water District of Provo City (MWDPC) water in Deer Creek Reservoir will be released from the common storage pool in Deer Creek Reservoir for delivery to CUWCD under the Deer Creek-Strawberry Exchange. Such releases will be made provided that the waters so released shall

(a) be replaced in Deer Creek Reservoir during the 1989 irrigation season with water leased by CUWCD and the necessary assurances are made in advance by CUWCD that such waters will be replaced to those stockholders of Provo River Water Users Association (PRWUA) who do not consent to the following sub-paragraph (b); or

(b) CUWCD will compensate the stockholders of PRWUA who consent to this sub-paragraph (b) and CUWCD in proportion to their respective interests at the rate of \$50.00 per acre-foot for each acre-foot of water not replaced.

(c) Any water acquired with Section 8 funds from stockholders of PRWUA in furtherance of the goals of this Memorandum shall be stored in Deer Creek Reservoir and/or

released for the benefit of the performance of this Memorandum. In the event the water so acquired is not utilized by November 1, 1989 as determined by the Provo River Water Commissioner, for the purposes referenced in this Memorandum, it is understood that payment for such excess water shall be returned to CUWCD on a pro-rata basis and said waters shall revert to such stockholders.

Provo City will continue to divert all of the waters of the springs in the South Fork of the Provo River so as to require replacement under Exchange Application No. 85 until April 15, 1989. The provisions hereof shall not operate to waive or prejudice any party's legal position or claims with respect to the title or right to use water available under Exchange Application No. 85.

8. It is acknowledged that Salt Lake City (SLC) has advised MWDSLDC that SLC, in an effort to contribute to the solution of the above problems, will change its operations until April 15, 1989 so as to take 30 cfs of water from MWDSLDC's Deer Creek storage waters for rediversion at the Olmstead diversion and to be pumped into the Salt Lake Aqueduct rather than operate SLC's wells which it otherwise would do.

9. It is acknowledged that SLC has advised MWDSLDC that SLC, in a further effort to contribute to the solution of the above problems, will not exercise its statutory preferential right

during the next year to take 3,000 acre-feet of MWDSLCL's Deer Creek storage waters comprised primarily of holdover storage waters in Deer Creek Reservoir. MWDSLCL will make those waters available to CUWCD until April 15, 1989 for its use, including delivery to SLCWCD. CUWCD will compensate MWDSLCL at the rate of \$50.00 per acre-foot for such 3,000 acre-feet. In addition, SLCWCD will compensate MWDSLCL for treatment and transportation costs incurred by the use of MWDSLCL's facilities in delivering such waters.

10. Provo City is willing to lease to CUWCD, on a one-time basis, during the 1989 irrigation season, 10 cfs of its direct flow rights in the Provo River, at the price of \$50.00 per acre-foot. This 10 cfs commitment is based on a finding by the Provo River Water Commissioner that the Provo River is capable of delivering 100% of Provo City's water right. In the event of a reduction of that finding, the amount to be delivered under this lease from Provo City shall be reduced by that corresponding percentage.

11. DWR shall reimburse CUWCD, as its contribution to costs of pumping water into the Salt Lake Aqueduct in the amount of \$15,000, and USBR will bear responsibility for all other pumping costs incurred to effect this Memorandum.

12. It is understood that USBR shall use Section 8 funds to reimburse CUWCD for water acquisitions contemplated by this

Memorandum to achieve the flow of 85 cfs.

13. It is understood by all parties that this is a one-time compromise, without prejudice to existing water rights. All parties hereto will exercise the utmost good faith, due diligence and best efforts to achieve the objectives of this Memorandum, in an effort to avoid use of Section 8 funds in the future.

Dated this 14th day of November, 1988.

Nick P. Sefakis, General Manager
Metropolitan Water District of Salt Lake City

Robert B. Hilbert, General Manager
Salt Lake County Water Conservancy District

Don A. Christiansen, General Manager
Central Utah Water Conservancy District

Jack M. Gardner, Superintendent
Provo River Water Users Association

Joseph A. Jenkins, Mayor
Provo City

Malcolm Beck, Chairman
Utah County Commission

Clifford I. Barrett, Regional Director
Bureau of Reclamation

Jeffrey W. Appel, Counsel for Stonefly Society
and Utah Wildlife Leadership Coalition

Kenley W. Brunsdale, Chairman
Utah Roundtable of Sportsmen and
Conservationists

Dee C. Hansen, Executive Director
Utah Department of Natural Resources

William H. Geer, Director
Utah Division of Wildlife Resources

George S. Kelly, President
Provo River Canal Commission

*No Signs as it
is not a completed
document so it
prob. is not necessary
to micro film it.*