

## **Reclamation 6/21-2002 Draft – Errata Sheet**

(Changes to 5/15 draft are shown in underline-strikeout format; errata in the 6/21 draft and corrections thereto are shown in double underline-strikeout format.)

1. (b) “Charges” shall mean the payments for Project Water as determined annually by the Contracting Officer which the Contractor is required by Federal Reclamation law to pay to the United States in addition to the Rates specified in this Contract ~~as determined annually by the Contracting Officer pursuant to this Contract.~~ The type and amount of each Charge shall be specified in Exhibit D;

3. (b) The Contractor may have acquired rights to divert water from the Sacramento River during the period April ~~to~~ through October, which were obtained after the date of execution of the Existing Contract. However, all diversions made from the Sacramento River during the period April through October are subject to the terms and conditions of this Contract and shall not exceed the quantity of Base Supply and Project Water in the Existing Contract shall not be increased in this Contract specified in Exhibit A.

6. (lines 9 & 10) The Contractor and United States desire to work together to maximize the reasonable beneficial use of water ~~to~~ for their mutual benefit.

8. (h) Except as provided in subsections 3405(a)(1)(B) and 3405(f) ~~3407(d)(2)(a)~~ of the CVPIA, the Rates for Project Water transferred, exchanged, or otherwise disposed of, by the Contractor shall be the Contractor’s Rates adjusted upward or downward to reflect the changed costs of delivery (if any) of the transferred, exchanged, or otherwise disposed of Project Water to the transferee’s point of delivery in accordance with the then-current ratesetting policies for the Project. Except as provided in subsection 3407(d)(2)(A) of the CVPIA, the Charges for Project Water transferred, exchanged, or otherwise disposed of, by the Contractor shall be the Contractor’s Charges specified in Exhibit D. If the Contractor is receiving lower Rates and Charges because of inability to pay and is transferring, exchanging, or otherwise disposing of Project Water to another entity whose Rates and Charges are not adjusted due to inability to pay, the Rates and Charges for transferred, exchanged, or otherwise disposed of Project Water shall be the Contractor’s Rates and Charges unadjusted for ability to pay.