

**SRSC Proposed Revisions to New Articles 10 & 29
(Redline/Strikeout of R.O. Draft 6/21/02)**

R.O. Draft 05/15-2002
SRSC Draft 05/22/02
SRSC Draft 05/31/02
R.O Draft 6/21/02
SRSC Draft 7/9/02

MEASUREMENT OF WATER

10. (a) All water diverted by the Contractor from Sacramento River will be diverted at the existing point or points of diversion shown on Exhibit A or at such other points as may be mutually agreed upon in writing by the Contracting Officer and the Contractor.

(b) All water diverted from the Sacramento River pursuant to this Contract will be measured or caused to be measured by the United States at each point of diversion with existing equipment or equipment to be installed, operated, and maintained by the United States, and/or others, under contract with and at the option of the United States. The equipment and methods used to make such measurement shall be in accordance with sound engineering practices. Upon request of the Contractor, the accuracy of such measurements will be investigated by the Contracting Officer and any errors appearing therein will be corrected.

(c) The right of ingress to and egress from all points of diversion is hereby granted to all authorized employees of the United States. The Contractor also hereby grants to the United States the right to install, operate, maintain and replace such equipment on diversion or carriage facilities at each point of diversion as the Contracting Officer deems necessary.

(d) The Contractor shall not modify, alter, remove, or replace diversion facilities or do any other act which would alter the effectiveness or accuracy of the measuring equipment installed by the United States or its representatives unless and until the Contracting Officer has been notified with due diligence and has been given an opportunity to modify such measuring equipment in such manner as may be necessary or appropriate. In the event of an emergency the Contractor shall notify the United States within a reasonable time thereafter as to the existence of the emergency and the nature and extent of such modification, alteration, removal, or replacement of diversion facilities.

(e) The Contractor shall pay the United States for the costs to repair, relocate, or replace measurement equipment when the Contractor modifies, alters, removes, or replaces diversion or carriage facilities.

(f) Contractor and Contracting Officer shall develop a mutually agreeable surface water delivery water measurement program which shall be implemented by Contractor, and such measurement program shall be consistent with the Basin-Wide Water Management Plan. [Add definition of "Basin-Wide Water Management Plan" to Article 1.]

(g) All new surface water delivery systems installed within the lands delineated on Exhibit B after the effective date of this Contract shall also comply with the measurement provisions described in this Article.

Deleted: (f) (*Contractor Specific*) By _____ [DATE] _____, the Contractor shall ensure that, unless the Contractor establishes an alternative measurement program satisfactory to the Contracting Officer, all surface water delivered for irrigation purposes on the lands delineated on Exhibit B is measured at each agricultural turnout. The water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible for installing, operating, and maintaining and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall inform the Contracting Officer in writing by April 30 of each Year of the monthly volume of surface water delivered to the lands delineated on Exhibit B during the previous Year. This information will be used by Reclamation to satisfy the water measurement requirements of the Contractor's water conservation plan, as set forth in Article 29 of this Contract. ¶

WATER CONSERVATION

29. (a) Prior to the diversion of Project Water, the Contractor shall be implementing an effective water conservation and efficiency program based on the Contractor's water conservation plan that has been determined by the Contracting Officer to meet the conservation and efficiency criteria for evaluating water conservation plans established under Federal law. The water conservation and efficiency program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. Continued diversion of Project Water pursuant to this Contract shall be contingent upon the Contractor's continued implementation of such water conservation program. In the event the Contractor's water conservation plan or any revised water conservation plan completed pursuant to subdivision (c) of Article 29 of this Contract have not yet been determined by the Contracting Officer to meet such criteria, due to circumstances which the Contracting Officer determines are beyond the control of the Contractor, Project Water deliveries shall be made under this Contract so long as the Contractor diligently works with the Contracting Officer to obtain such determination at the earliest practicable date, and thereafter the Contractor immediately begins implementing its water conservation and efficiency program in accordance with the time schedules therein.

(b) The Contractor shall submit to the Contracting Officer a report on the status of its implementation of the water conservation plan on the reporting dates specified in the then existing conservation and efficiency criteria established under Federal law.

(c) At five (5)-year intervals, the Contractor shall revise its water conservation plan to reflect the then current conservation and efficiency criteria for evaluating water conservation plans established under Federal law and submit such revised water management plan to the Contracting Officer for review and evaluation. The Contracting Officer will then determine if the water conservation plan meets Reclamation's then current conservation and efficiency criteria for evaluating water conservation plans established under Federal law.

(d) If the Contractor is engaged in direct ground-water recharge, such activity shall be described in the Contractor's water conservation plan.

(e) Contractor's participation in the Basin-Wide Water Management Plan, including the Contractor's development and implementation of water conservation measures and related Best Management Practices identified in that Plan for the Contractor, shall constitute full compliance with this Article. [Add definition of "Basin-Wide Water Management Plan" to Article I.]