

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Truckee Storage Project, California-Nevada

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND
THE WASHOE COUNTY WATER CONSERVATION DISTRICT
FOR SAFETY OF DAMS MODIFICATION WORK ON BOCA DAM

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1 THIS CONTRACT, made this _____ day of _____, 20____, in
2 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or
3 supplementary thereto, including, but not limited to, the Reclamation Safety of Dams Act of
4 November 2, 1978 (92 Stat. 2471), as amended and supplemented, hereinafter referred to as the
5 “SOD Act”, all collectively hereinafter referred to as the Federal reclamation law, between the
6 UNITED STATES OF AMERICA, hereinafter referred to as the United States, and the
7 WASHOE COUNTY WATER CONSERVATION DISTRICT, hereafter referred to as
8 Contractor, a public agency of the State of Nevada, duly organized, existing, and acting pursuant
9 to the laws thereof, with its principal place of business in Reno, Nevada;

10 WITNESSETH, That:

11 EXPLANATORY RECITALS

12 [1st] WHEREAS, the Contractor is an irrigation district organized in 1929 under
13 Nev. Rev. Statutes 539.020, et seq., to represent the interests of irrigation water users in the
14 Truckee Meadows and facilitate resolution of litigation entitled *United States of America, et. al.*
15 *v. The Orr Water Ditch Co., et. al.* Case No. 3:73-cv-0003, United States District Court for the
16 District of Nevada, hereinafter referred to as “*Orr Ditch*”; and

17 [2nd] WHEREAS, in 1935, the Contractor along with the United States and other
18 parties entered into the Truckee River Agreement to facilitate settlement of the *Orr Ditch*

19 litigation, under which the parties stipulated to the entry of a final decree contingent on the
20 construction of additional upstream storage; and

21 [3rd] WHEREAS, pursuant to Federal reclamation law, the United States constructed
22 Boca Dam and other appurtenant facilities, and acquired certain lands, and other property, all
23 collectively referred to as the Truckee Storage Project, as approved by the President of the
24 United States on September 21, 1935, and hereinafter referred to as “Project”; and

25 [4th] WHEREAS, the United States and the Contractor entered into Contract
26 No. ILR-952 dated July 1, 1935, as amended and supplemented, which provides, among other
27 things, for the Contractor to repay the identified costs incurred by the United States in
28 constructing Boca Dam, which the Contractor fully repaid on or about September 30, 1982, and
29 for the Contractor to be responsible for the continued operation and maintenance of Boca Dam;
30 and

31 [5th] WHEREAS, pursuant to Section 205(a)(4) of the Truckee-Carson-Pyramid Lake
32 Water Rights Settlement Act of 1990, Title II, Public Law 101-618, 32 Stat. 3294, 3306
33 (Settlement Act), the Contractor, the Secretary of the Interior and other parties entered into the
34 Truckee River Operating Agreement, promulgated and incorporated by reference at 43 C.F.R.
35 Part 419, hereinafter referred to as TROA, which supersedes and replaces provisions of the
36 Truckee River Agreement and provides for the operation of the Truckee River Reservoirs and
37 other reservoirs as detailed in TROA. The Settlement Act modified the authorized purposes of
38 the Project, including Boca Dam, and as provided in TROA, the primary purpose of Boca
39 Project Water (as defined in TROA) is to maintain flows known as Floriston Rates (as defined in
40 TROA), which flows are used to serve *Orr Ditch* decree water rights pursuant to TROA; and

41 [6th] WHEREAS, as a result of acquisition of new hydrologic data, new seismic data,
42 and changes in state-of-art criteria, the United States has determined that the failure of the Dam
43 due to an earthquake, would cause extensive flood damage downstream, and reduce the water
44 supply available for Project purposes, and could result in loss of life and devastating impacts to
45 home and property; and

46 [7th] WHEREAS, the United States has determined that the Boca Dam must be
47 modified pursuant to the SOD Act to preserve its structural integrity; and

48 [8th] WHEREAS, the SOD Act authorizes the Secretary of the Interior, acting through
49 the Bureau of Reclamation, to perform the Modification Work, provided that fifteen percent of
50 the reimbursable Modification Costs incurred to modify the Dam for safety purposes including
51 any appropriate interest, is reimbursed by the project beneficiaries, as provided in the SOD Act,
52 to the United States; and

53 [9th] WHEREAS, the Modification Work is currently estimated to cost \$36,000,000,
54 less estimated non-reimbursable costs, resulting in an estimated Modification Cost of
55 \$29,300,000, for which fifteen percent, \$4,395,000, is repayable by the Contractor to the
56 United States; and

57 [11th] WHEREAS, the allocation of Reimbursable Cost to irrigation and municipal and
58 industrial (M&I) purposes are based on the net economic benefits referenced in the Boca Dam
59 Safety of Dams Modification Project, Economic Benefit Analysis and Damage Assessment,
60 dated May 2016, hereinafter referred to as Assessment, which Assessment is disputed by the
61 Contractor. The Contracting Officer may revise the allocation in the Assessment subject to

62 potential changes in Reclamation policy and/or a changes in applicable Federal reclamation law;
63 and

64 [10th] WHEREAS, the Contractor is willing to fully repay the Reimbursable Cost and
65 interest, subject to the limitations provided in Nev. Rev. Statutes 539.480(2), pursuant to the
66 terms and conditions set forth below;

67 NOW, THEREFORE, in consideration of the above, it is mutually agreed by the parties
68 as follows:

69 DEFINITIONS

70 1. When used herein, unless otherwise distinctly expressed, or manifestly
71 incompatible with the intent of the parties as expressed in this Contract, the term:

72 (a) “Contracting Officer” shall mean the Secretary of the Interior and/or the
73 duly authorized representative acting pursuant to this Contract or applicable Federal reclamation
74 law or regulation;

75 (b) “Modification Costs” shall mean the total cost to the United States to
76 complete the Modification Work, less any non-reimbursable costs incurred for security
77 hardening or SOD costs not subject to repayment as solely determined by the Contracting
78 Officer;

79 (c) “Modification Work” shall mean the studies and corrective work
80 performed by the United States on Boca Dam and appurtenant facilities, pursuant to the
81 SOD Act, as described in Article 3 herein;

82 (d) “Reimbursable Costs” shall mean 15 percent of the Modification Costs
83 incurred by the United States, pursuant to this Contract;

84 (e) “Substantially Complete” shall mean the date when the
85 Contracting Officer notifies the Contractor in writing that a majority of the Modification Work
86 has been completed and the Dam safety risk had been reduced to an acceptable level, as solely
87 determined by the Contracting Officer

88 TERM OF THE CONTRACT

89 2. This Contract shall become effective on the date first written above, and shall
90 remain in effect until the Contractor has fully repaid the United States the Reimbursable Costs,
91 as provided in Article 4 hereto.

92 RECLAMATION SAFETY OF DAMS ACT MODIFICATIONS

93 3. The United States shall finance and perform all of the appropriate
94 Modification Work. The Modification Work includes, but is not necessarily limited to, the
95 following activities:

- 96 (1) Constructing an interim foundation dewatering system; and
- 97 (2) Strengthening the foundation of the Dam; and
- 98 (3) Constructing a stability berm on top of the treated foundation; and
- 99 (4) Constructing protective filters and drains and reinforcement of the Dam
100 crest; and
- 101 (5) Constructing a shear key, stability berm, and toe drain at the downstream
102 toe of the dike; and
- 103 (6) Reinforcing the existing spillway; and
- 104 (7) Environmental mitigation, monitoring, and site restoration.

105 REPAYMENT OBLIGATION—TERMS OF REPAYMENT

106 4. (a) The total Modification Costs are estimated to be \$29,300,000, and the
107 Reimbursable Costs are estimated to be \$4,395,000. The actual Reimbursable Costs may be
108 greater or lesser than the above estimate and may be adjusted as provided in Article 4(e);
109 *Provided, That*, unless otherwise agreed in writing by the parties hereto, the total Reimbursable
110 Costs and interest repaid by the Contractor pursuant to this Contract shall not exceed a total of
111 \$6,000,000.00.

112 (b) The Reimbursable Cost shall be allocated to irrigation and M&I purposes
113 as further described in Exhibits A and B; *Provided, That*, subject to the limitation in Article 4(a)
114 and after coordination with the Contractor, the Contracting Officer may revise Exhibit A and B,
115 without amendment to this Contract, subject to any changes to the Assessment, Reclamation
116 policy, and/or applicable Federal reclamation law.

117 (c) The Reimbursable Costs allocated to irrigation shall be repaid by the
118 Contractor over a period of 50 years, without interest as provided in Exhibit A.

119 (d) The Reimbursable Cost allocated to M&I shall be repaid by the Contractor
120 over a period of 50 years, with interest assessed at a rate determined by the Secretary of the
121 Treasury as provided in Exhibit B.

122 (e) The Reimbursable Costs and the resulting annual payments shown in
123 Exhibit A and Exhibit B are based on the estimated cost of the Modification Work, and shall be
124 adjusted appropriately by the Contracting Officer when the Modification Work is declared
125 Substantially Complete and shall again be adjusted, if necessary, when the actual cost of the
126 Modification Work has been determined, subject to the limitation in Article 4(a).

127 (f) The Contracting Officer shall notify the Contractor in advance of any
128 adjustment in the allocation of costs pursuant to Article 4(b) or adjustment pursuant to
129 Article 4(e) to reflect actual Reimbursable Costs. Any adjusted payment schedules will be
130 issued by the Contracting Officer after coordination with the Contractor, and the corresponding
131 Exhibits may be modified accordingly without an amendment to this Contract.

132 (g) The Contracting Officer shall, to the extent allowed by applicable law,
133 require a licensee for any project authorized on Boca Dam by the Federal Energy Regulatory
134 Commission to pay a proportionate share of Reimbursable Costs and the Contracting Officer
135 shall, after coordination with the Contractor, revise the Exhibits accordingly without an
136 amendment to this Contract.

137 (h) The first annual payment for the Reimbursable Costs for irrigation and
138 M&I shall become due on XXXXXXXX of the year following the year in which the
139 Modification Work is declared Substantially Complete.

140 (i) The Reimbursable Costs of the Contractor incurred under the terms of this
141 Contract, may be prepaid at any time without penalty.

142 TITLE TO REMAIN IN THE UNITED STATES

143 5. (a) Title to Boca Dam and the Modification Work shall be and remain in the
144 name of the United States unless otherwise provided by Congress.

145 (b) The rights and obligations created by this Contract are supplementary to
146 and do not supersede or affect the rights and obligations under any prior contracts between the
147 United States and the Contractor.

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CONTRACTOR WATER STORAGE LICENSE

6. License # 3723, issued under California law for diversion and storage behind Boca Dam for irrigation, M&I, power, and other purposes, is held by the Contractor.

ACREAGE LIMITATION

7. Pursuant to the SOD Act, the acreage limitations of Federal reclamation law, specifically the Reclamation Reform Act of 1982, do not apply under this Contract.

CHARGES FOR DELINQUENT PAYMENTS

8. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged on any delinquent payment shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

9. (a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through Project facilities during any period in which the Contractor is

181 in arrears in the advance payment of water rates due the United States or in arrears for more than
182 12 months in the payment of any construction charges due the United States. The Contractor
183 shall not deliver water under the terms and conditions of this Contract for lands or parties that are
184 in arrears in the advance payment of water rates or in arrears more than 12 months in the
185 payment of construction charges as levied or established by the Contractor.

186 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

187 10. The expenditure or advance of any money or the performance of any obligation of
188 the United States under this Contract shall be contingent upon appropriation or allotment of
189 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
190 obligations under this contract. No liability shall accrue to the United States in case funds are
191 not appropriated or allotted.

192 OFFICIALS NOT TO BENEFIT

193 11. No Member of or Delegate to the Congress, Resident Commissioner, or official of
194 the Contractor shall benefit from this Contract other than as a water user or landowner in the
195 same manner as other water users or landowners.

196 CHANGES IN THE CONTRACTOR’S ORGANIZATION

197 12. While this Contract is in effect, no change may be made in the Contractor’s
198 organization, or any other changes which may affect the respective rights, obligations, privileges,
199 and duties of either the United States or the Contractor under this Contract including, but not
200 limited to, dissolution, consolidation, or merger, except upon the Contracting Officer’s written
201 consent.

202 ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

203 13. The provisions of this Contract shall apply to and bind the successors and assigns
204 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
205 by either party shall be valid until approved in writing by the other party.

206 BOOKS, RECORDS, AND REPORTS

207 14. The Contractor shall establish and maintain accounts and other books and records
208 pertaining to administration of the terms and conditions of this Contract, including the
209 Contractor's financial transactions; water supply data; project operation, maintenance, and
210 replacement logs; land-ownership, and water-use data; and other matters that the Contracting
211 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
212 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws
213 and regulations, each party to this contract shall have the right during office hours to examine
214 and make copies of the other party’s books and records relating to matters covered by this
215 contract.

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EQUAL EMPLOYMENT OPPORTUNITY

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15. During the performance of this Contract, the Contractor agrees as follows:

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(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, 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, sexual orientation, gender identity, disability, 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 nondiscrimination clause.

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(b) 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, disability, or national origin.

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(c) 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 Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such 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 Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

253 (g) The Contractor will include the provisions of paragraphs (a) through (g) in
254 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
255 Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of
256 September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
257 The Contractor will take such action with respect to any subcontract or purchase order as may be
258 directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions
259 for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or
260 is threatened with, litigation with a subcontractor or vendor as a result of such direction, the
261 Contractor may request that the United States to enter into such litigation to protect the interests
262 of the United States.

263 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

264 16. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
265 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
266 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
267 Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990
268 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and
269 with the applicable implementing regulations and any guidelines imposed by the U.S.
270 Department of the Interior and/or Bureau of Reclamation.

271 (b) These statutes prohibit any person in the United States from being
272 excluded from participation in, being denied the benefits of, or being otherwise subjected to
273 discrimination under any program or activity receiving financial assistance from the Bureau of
274 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
275 contract, the Contractor agrees to immediately take any measures necessary to implement this
276 obligation, including permitting officials of the United States to inspect premises, programs, and
277 documents.

278 (c) The Contractor makes this agreement in consideration of and for the
279 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
280 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
281 Reclamation, including installment payments after such date on account of arrangements for
282 Federal financial assistance which were approved before such date. The Contractor recognizes
283 and agrees that such Federal assistance will be extended in reliance on the representations and
284 agreements made in this article and that the United States reserves the right to seek judicial
285 enforcement thereof.

286 (d) Complaints of discrimination against the Contractor shall be investigated
287 by the Contracting Officer's Office of Civil Rights.

288 MEDIUM FOR TRANSMITTING PAYMENTS

289 17. (a) All payments from the Contractor to the United States under this Contract
290 shall be by the medium requested by the United States on or before the date payment is due. The

291 required method of payment may include checks, wire transfers, or other types of payment
292 specified by the United States.

293 (b) Upon execution of the Contract, the Contractor shall furnish the
294 Contracting Officer with the Contractor’s taxpayer identification number (TIN). The purpose for
295 requiring the Contractor’s TIN is for collecting and reporting any delinquent amounts arising out
296 of the Contractor relationship with the United States.

297 ADMINISTRATION OF FEDERAL PROJECT LANDS

298 18. The lands and interests in lands acquired, withdrawn, or reserved and needed by
299 the United States for the purposes of care, operation, and maintenance of the Modification Work
300 for the Project may be used by the Contractor for such purposes. The Contractor shall ensure
301 that no unauthorized encroachment occurs on Federal project lands and rights-of-way. The
302 Contractor does not have the authority to issue any land-use agreement or grant that conveys an
303 interest in Federal real property, nor to lease or dispose of any interest of the United States.

304 NOTICES

305 19. Any notice, demand, or request authorized or required by this Contract shall be
306 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
307 delivered to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, 2800 Cottage
308 Way, Sacramento, California 95825-1898, and on behalf of the United States, when mailed,
309 postage prepaid, or delivered to the Contractor Manager, Washoe County Water Conservation
310 Contractor, 295 Holcomb Ave. Ste A, Reno, Nevada 89502. The designation of the addressee or
311 the address may be changed by notice given in the same manner as provided in this article for
312 other notices.

313 CONFIRMATION OF CONTRACT

314 20. Promptly after the execution of this Contract, the Contractor shall provide to the
315 Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the
316 State of Nevada, confirming the proceedings on the part of the Contractor for the authorization of
317 the execution of this Contract. This Contract shall not be binding on the Contractor or
318 United States until such final decree has been secured.

319 CONTRACT DRAFTING CONSIDERATIONS

320 21. This Contract has been, negotiated and reviewed by the parties hereto, each of
321 whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 6 of this
322 Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be
323 considered to have drafted the stated articles.

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

UNITED STATES OF AMERICA

By: _____
Regional Director, Mid-Pacific Region
Bureau of Reclamation

WASHOE COUNTY WATER CONSERVATION
CONTRACTOR

(SEAL)

Attest:

By: _____

By: _____

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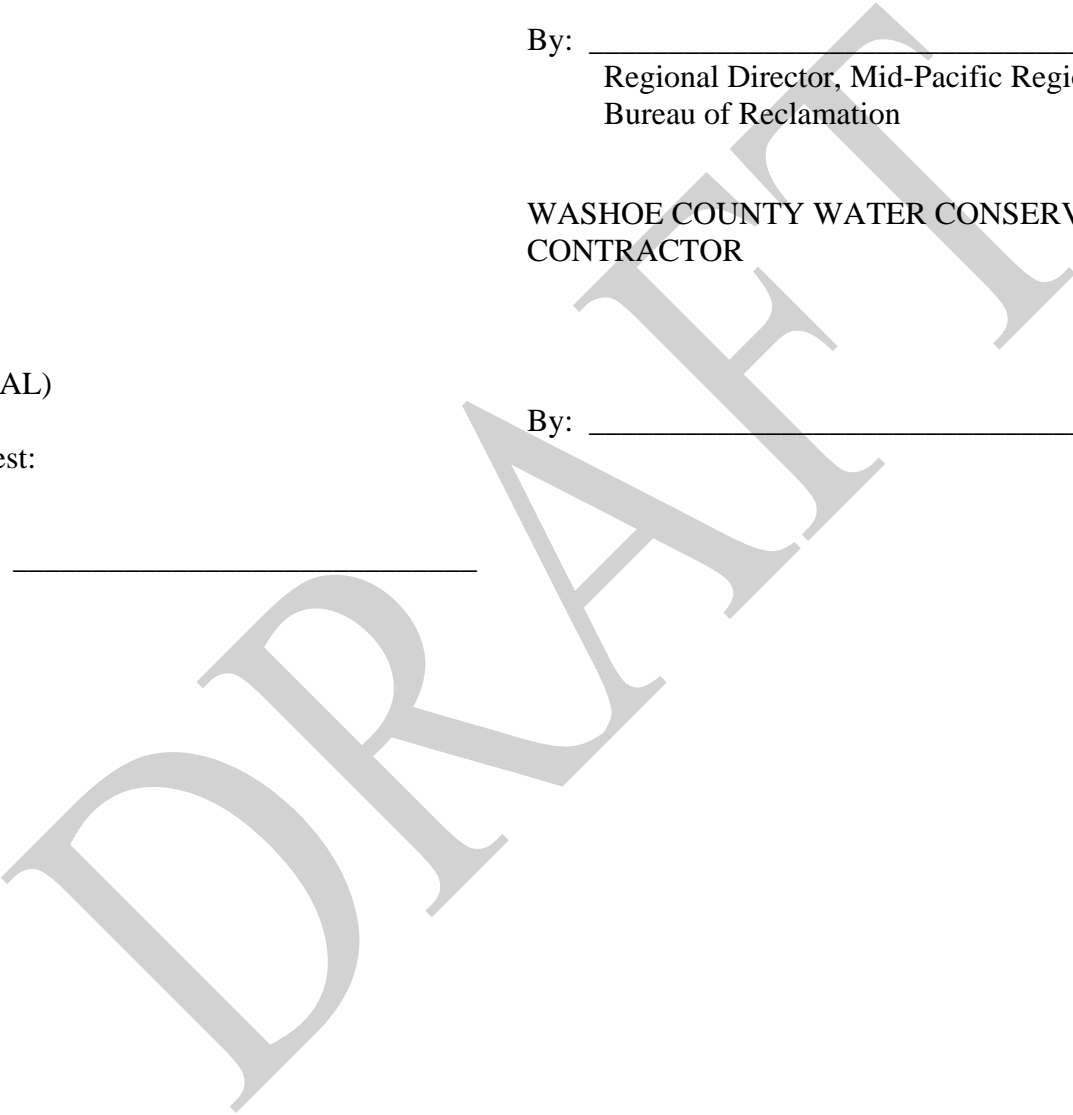


EXHIBIT A

Total SOD Reimbursable Cost – Irrigation Annual Payment Schedule

PLACEHOLDER

DRAFT

EXHIBIT B

Total SOD Reimbursable Cost – Municipal and Industrial Annual Payment Schedule

PLACEHOLDER

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