UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Orland Project, California

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND
THE ORLAND UNIT WATER USERS’ ASSOCIATION
FOR THE REPAYMENT OF COSTS EXPENDED FOR SAFETY OF DAMS MODIFICATIONS ON STONY GORGE DAM

Table of Contents

<table>
<thead>
<tr>
<th>Article No.</th>
<th>Title</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preamble</td>
<td>Explanatory Recitals</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Definitions</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Term of Contract</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Safety of Dams Act Modifications</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>Repayment Obligation – Terms of Repayment</td>
<td>6</td>
</tr>
<tr>
<td>5</td>
<td>Title to Remain in the United States</td>
<td>7</td>
</tr>
<tr>
<td>6</td>
<td>Charges for Delinquent Payments</td>
<td>7</td>
</tr>
<tr>
<td>7</td>
<td>General Obligation – Benefits Conditioned Upon Payment</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>Confirmation of Contract</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>Contingent on Appropriation or Allotment of Funds</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>Officials Not to Benefit</td>
<td>8</td>
</tr>
<tr>
<td>11</td>
<td>Changes in the Contractor’s Organization</td>
<td>8</td>
</tr>
<tr>
<td>12</td>
<td>Assignment Limited – Successors and Assigns Obligated</td>
<td>9</td>
</tr>
<tr>
<td>13</td>
<td>Books, Records, and Reports</td>
<td>9</td>
</tr>
<tr>
<td>14</td>
<td>Rules, Regulations, and Determinations</td>
<td>10</td>
</tr>
<tr>
<td>15</td>
<td>Equal Employment Opportunity</td>
<td>10</td>
</tr>
<tr>
<td>16</td>
<td>Compliance with Civil Rights Laws and Regulations</td>
<td>11</td>
</tr>
<tr>
<td>17</td>
<td>Certification of Nonsegregated Facilities</td>
<td>11</td>
</tr>
<tr>
<td>18</td>
<td>Medium for Transmitting Payments</td>
<td>12</td>
</tr>
<tr>
<td>19</td>
<td>Contract Drafting Considerations</td>
<td>12</td>
</tr>
<tr>
<td>20</td>
<td>Notices</td>
<td>12</td>
</tr>
</tbody>
</table>

Signature Page
Exhibit A – Notice of Substantial Completion
Exhibit B – Irrigation Repayment Schedule
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Orland Project, California  

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND  
THE ORLAND UNIT WATER USERS’ ASSOCIATION  
FOR THE REPAYMENT OF COSTS EXPENDED FOR SAFETY OF DAMS  
MODIFICATIONS ON STONY GORGE DAM  

THIS CONTRACT, made this ________ day of ______________ 2021, in  
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or  
 supplementary thereto, including the Reclamation Safety of Dams Act of November 2, 1978, as  
amended and supplemented, hereinafter referred to as the “SOD Act”, between the UNITED  
STATES OF AMERICA, hereinafter referred to as the United States, acting through the  
Regional Director, Mid-Pacific Region, Bureau of Reclamation (Reclamation), and the  
ORLAND UNIT WATER USERS’ ASSOCIATION (OUWUA), hereinafter referred to as the  
Contractor, a non-profit corporation, duly organized, existing, and acting pursuant to the laws of  
the State of California, with its principal place of business in Orland, California.  

EXPLANATORY RECITALS  

[1st] WHEREAS, the United States constructed Stony Gorge Dam (“Dam”) and other  
related facilities, and acquired certain lands, water rights, and other property, all referred to as  
the Orland Project (“Project”), which was commenced in 1907 to provide irrigation water for  
approximately 21,000 acres surrounding the town of Orland in Glenn County, California; and  

[2nd] WHEREAS, the original users of water from the Orland Project formed and  
incorporated the Contractor in 1907 in order to provide water service, including water deliveries  
within the Orland Project; and  

18
[3rd] WHEREAS, Stony Gorge Dam was completed in 1928, and is located on Stony Creek approximately 12 miles downstream from the confluence with Little Stony Creek. In 1944, the State of California’s Division of Water Rights issued water rights License No. 2652 (Permit No. 2339; Applic. No. 2212) to the United States, confirming the United States’ right to divert and store water at the Dam for the benefit of Orland Project lands and water users within the Orland Project; and

[4th] WHEREAS, the operation and maintenance responsibilities for the Orland Project facilities were transferred to Contractor pursuant to the contract between the Contractor and the Bureau of Reclamation (“Reclamation”) entitled “Contract With Orland Unit Water Users’ Association for the Care, Operation and Maintenance of the Orland Project” (Contract No.14-06-200-3502, dated August 26, 1954), as amended; and

[5th] WHEREAS, the Contractor completed its original capital repayment obligations for the Orland Project on March 31, 1989; and

[6th] WHEREAS, as a result of state-of-the-art changes in the understanding of seismic loads on the Dam, the United States had determined that the Dam and related facilities needed be modified pursuant to the Reclamation Safety of Dams (“SOD”) Act, as amended, to preserve its structural integrity, maintain project benefits, and reduce the risk to the downstream public; and

[7th] WHEREAS, the SOD Act authorizes the Secretary of the Interior, through the Bureau of Reclamation, to perform the Modification Work, provided that 15% of the Modification Costs incurred to construct the Modification Work are reimbursed by Project beneficiaries in accordance with existing law; and

[8th] WHEREAS, in November 2004, Reclamation completed a payment capacity study of OUWUA in conjunction with Reclamation’s Safety of Dams Program (“Payment
Ultimately, the Payment Capacity Study concluded as follows: “The results of this study estimate farmers in OUWUA have no payment capacity available for repayment of this SOD project”; and

[9th] WHEREAS, on January 31, 2005, Reclamation completed a Final Environmental Assessment for the SOD Modification of the Dam, and issued a Finding of No Significant Impact (“FONSI”) on February 4, 2005, and a Supplemental FONSI on March 12, 2006; and

[10th] WHEREAS, on August 1, 2011, the United States provided written notice to the Contractor that the Modification Work was substantially complete as of that date (see Exhibit A hereto); and

[11th] WHEREAS, the total cost of the Modification Work was $29,394,742, of which the reimbursable 15% is equal to $4,409,211 and repayable by the Contractor in accordance with existing law; and

[12th] WHEREAS, the United States and Contractor have reviewed and analyzed payments for leases, licenses, easements and permits associated with the Orland Project to determine the scope and extent of incidental revenues as defined in Reclamation Policy, Directive and Standard PEC 03-01. Based upon this analysis, there exists, as of the effective date of this Contract, an incidental revenue credit in the amount of $479,048.10, which the Contractor is entitled to apply as a tail-end credit towards the Contractor’s repayment obligation under this Contract, plus any such additional incidental revenue credit identified in accordance with Federal law and applicable Reclamation Policies and agreed to by the United States and the Contractor after the effective date of this Contract.

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

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

(a) “Angle Decree” shall mean that certain judgment rendered January 13, 1930, by the United States District Court, Northern District of California, Second Division, Honorable Frank H. Kerrigan, Judge, in that certain action in Equity No. 30 entitled “The United States of America, Plaintiff, v. H.C. Angle, et al., Defendants”;

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

(c) “Modification Costs” shall mean the total cost to the United States of the completed Modification Work;

(d) “Modification Work” shall mean the studies and corrective work performed by the United States on Stony Gorge Dam and appurtenant facilities, pursuant to the SOD Act;

(e) “Reimbursable Costs” shall mean 15 percent of the actual Modification Costs incurred by the United States, for the Modification Work;

TERM OF THE CONTRACT

2. This Contract shall become effective on the date first written above and shall remain in effect for a term of 50 years from August 2011, which is the date that the Modification Work was substantially complete, or until the Contractor has fully repaid to the United States the amount stated in accordance with Article 4, whichever occurs first.
SAFETY OF DAMS ACT MODIFICATION

3. The United States has financed, performed, and completed the Modification Work which was analyzed and described in the above-referenced Final Environmental Assessment and associated FONSI.

REPAYMENT OBLIGATION--TERMS OF REPAYMENT

4. (a) The Contractor shall repay to the United States the Reimbursable Costs for the Modification Work. This repayment obligation shall be allocated one hundred percent (100%) to irrigation water service. The date for the commencement of payments shall be August 1, 2022.

(b) Reclamation’s irrigation payment capacity study shows that the Contractor, at this time, does not have an ability to pay the repayment obligation. However, the Contractor agrees to make annual irrigation payments to repay the repayment obligation as provided in Article 4(a) above, subject to the conditions stated in Article 4(c). The total repayment obligation is $4,409,211 ($29,394,742 x 15% = $4,409,211). The schedule of annual payments is attached as Exhibit B.

(c) The Contractor is entitled to apply an incidental revenue credit in the amount of $479,048.10, as a tail-end credit towards the Contractor’s repayment obligation under this Contract, plus any additional incidental revenue credit agreed to by the United States and the Contractor after the effective date of this Contract. To facilitate the identification of potential additional incidental revenue credit, the United States shall provide to the Contractor an annual report by no later than 180 days after the close of Reclamation’s preceding fiscal year which itemizes incidental revenues associated with the Orland Project. If Contractor identifies additional incidental revenues after the effective date of this Contract, the United States shall
determine whether it will agree to apply a corresponding tail-end credit for such revenues in accordance with Federal law and applicable Reclamation Policies within 30 days after the Contractor notifies the United States of such incidental revenues.

(d) The Contractor reserves the right to prepay all or any portion of the outstanding balance of the Repayment Obligation at any time without penalty.

TITLE TO REMAIN IN THE UNITED STATES

5. (a) Title to all of the Orland Project facilities and other assets owned by the United States shall be and remain in the name of the United States unless otherwise provided by Congress or authorized under the John D. Dingell Jr. Conservation Management and Recreation Act, Public Law 116-9, Title VIII, subtitle A.

(b) The rights and obligations created hereby are supplementary to and do not supersede or affect the rights and obligations under any prior contracts between the United States and the Contractor.

CHARGES FOR DELINQUENT PAYMENTS

6. (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, in addition to the interest charge, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the interest and administrative charges, the Contractor shall pay 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 charge rate shall be the greater of 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 charge rate 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

7. (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 Contractor’s members and notwithstanding the default of individual members 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 may be in arrears for more than 12 months in the payment of any Reclamation Safety of Dams Act charges due the United States.

CONFIRMATION OF CONTRACT

8. The Contractor, after the execution of this Contract, shall promptly seek to secure a decree of a court of competent jurisdiction of the State of California confirming the execution of this Contract. The Contractor shall furnish the United States a certified copy of the final decree, the validation proceedings, and all pertinent supporting records of the court approving and confirming this Contract and decreeing and adjudging it to be lawful, valid, and binding on the Contractor. This Contract shall not be binding on the United States until such final decree has been secured.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

CHANGES IN CONTRACTOR’S ORGANIZATION

11. (a) While this contract is in effect, no change may be made in the Contractor’s organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor
under this contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer’s written consent.

(b) Notwithstanding the preceding Article 11(a), the Contracting Officer shall not unreasonably withhold consent to: (i) a change in Contractor’s form of organization that Contractor determines is necessary in order for Contractor to proceed with and complete any Orland Project title transfer activities that occur prior to completing payments under this Contract; and (ii) any inclusion or exclusion of lands that is approved by Court order under the Angle Decree.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

12. (a) 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 right or interest therein by either party shall be valid until approved in writing by the other party.

(b) Notwithstanding the preceding Article 12(a), the Contracting Officer shall not unreasonably withhold approval of an assignment or transfer of this Contract to a successor organization of Contractor that Contractor determines is necessary in order for Contractor to proceed with and complete any Orland Project title transfer activities that occur prior to completing payments under this Contract.

BOOKS, RECORDS, AND REPORTS

13. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor’s financial transactions. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.
14. The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the expressed and implied provisions of this Contract, the laws of the United States promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

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

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

   (2) 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.

   (3) 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.

   (4) 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.

   (5) 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.

   (6) 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.
(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

16. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

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

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

CERTIFICATION OF NONSEGREGATED FACILITIES

17. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal
Employment Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**MEDIUM FOR TRANSMITTING PAYMENTS**

18. (a) All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

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

**CONTRACT DRAFTING CONSIDERATIONS**

19. Those articles of this Contract which are double spaced have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.

**NOTICES**

20. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
delivered to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, 2800 Cottage Way, Sacramento, California 95825-1898, and on behalf of the United States, when mailed, postage prepaid, or delivered to the General Manager, Orland Unit Water Users’ Association, 828 Eighth Street, Orland, California 95963. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

UNITED STATES OF AMERICA

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

(SEAL)

ORLAND UNIT WATER USERS’ ASSOCIATION

By: ________________________________
    President, Board of Directors

(SEAL)

Attest:

_______________________________
    Secretary of the Board
EXHIBIT A
Notice of Substantial Completion

United States Department of the Interior
BUREAU OF RECLAMATION
Northern California Area Office
1210 Shasta Dam Boulevard
Shasta Lake, California 96019-9600

NC 223
PRI-8.10

AUG 1 2011

Mr. Rick Massa
General Manager
Orland Unit Water Users’ Association
828 Eighth Street
Orland, CA 95963


Dear Mr. Massa:

Enclosed are copies of the Bureau of Reclamation’s transfer of facilities memorandums from construction status to operation and maintenance (O&M) status by the Northern California Area Office for the Safety of Dams (SOD) Modification Project for Stony Gorge Dam. The facilities being transferred were constructed to reduce the risk to the public that results from the potential for seismically induced instability of Stony Gorge Dam.

With the significant completion of the Stony Gorge Dam SOD Modification Project, it is proposed that the facilities be returned to preconstruction O&M status by the Orland Unit Water Users’ Association (OUWUA). The O&M responsibility for the project was originally transferred to OUWUA on August 26, 1954. OUWUA has performed all O&M functions for the facilities since this date. Reclamation has performed periodic and comprehensive facility review examinations on 3-year intervals. The project authority and authority for transfer is found in the 1902 Reclamation Act, dated June 17, 1902.

The SOD modification facilities being transferred include the following: The concrete diaphragm wall; concrete capitals and struts; metal fabrications, lighting system, and distribution panel; inspection access installations; and other miscellaneous items of work associated with construction contracts with Shimmick Construction Company, Inc. and Anderson Burton Construction, Inc.
Subject: Transfer from Construction Status – Stony Gorge Dam Modification

A transfer inspection was held with OUWUA on June 11, 2008, for the dam modification contract and on June 10, 2010, for the inspection access contract. The project features were in good condition. It was agreed that the project be transferred from Construction Status to O&M Status by OUWUA with the following stipulations:

1. Provide safe access for O&M, examination, and instrumentation monitoring personnel to the areas of the dam upstream of the diaphragm wall.

2. Provide additional security fencing to prevent public access to areas of the dam upstream of the diaphragm wall.

The safety and security-related issues were addressed with the completion of the inspection access contract on April 30, 2010. Work was funded by the Safety of Dams construction funding.

In a letter dated July 2, 2010, OUWUA expressed the need for additional work to reduce the future maintenance burden of OUWUA. The Northern California Area Office (NCAO) provided a response to these issues in a letter dated August 16, 2010. Work to address the following concerns was completed by NCAO general maintenance crews August 27-30, 2010. Work was funded by the Safety of Dams post-construction funding.

3. Provide warning signs to address potential fall hazards, head bumping, and entrapment issues created from construction of the diaphragm wall.

4. Provide level landings at the bottom of access ladders.

5. Provide a more durable leveling pad in place of the crushed aggregate to access downstream ladders.

6. Improve access to downstream ladders where water is ponded.

7. Modify undersized ladder landings where less than 2 feet by 2 feet.

8. Adjust light fixture placement under the spillway to avoid head bumping or provide adequate signage.

9. Investigate light fixture replacement under the spillway with fixtures less costly to maintain.

10. Secure non-grouted, stone block stair construction on the left abutment.

The remaining administrative work to be accomplished to close out this project includes the following: Provide copies of final project documentation to OUWUA, complete final OMB 300 reporting, perform final debriefing with the project team, perform closeout.
Subject: Transfer from Construction Status – Stony Gorge Dam Modification

meeting with O/UWUA, issue a final project status report, and archive contract and project files.

If you have any questions, please contact me at 530-276-2035 or e-mail bperson@usbr.gov.

Sincerely,

[Signature]
Brian Person
Area Manager

Enclosures – 2

Concurrence:

[Signature]
Manager
Orland Unit Water Users' Association

bc: 84-44000 (RLuehring), 86-68130 (RMCGovern), 86-68360 (DSDaMS)
MP-240 (JMGoodwin), MP-440 (MLEBarre)
NC-100 (BPerson), NC-105 (DBader), NC-200 (GMorris)
MPCO-100 (RWSelsh)
(w/encl to each)

WBR:Patterson:pcele:7/28/11:530-276-5323
V:Typing\Person\OUWUA\Trans Ltr to OUWUA.doc
**EXHIBIT B**

Repayment Schedule

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