

108TH CONGRESS
2^D SESSION

H. R. 3391

IN THE SENATE OF THE UNITED STATES

OCTOBER 5, 2004

Received

AN ACT

To authorize the Secretary of the Interior to convey certain
lands and facilities of the Provo River Project.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

1 **SECTION 1. SHORT TITLE.**

2 This Act may be cited as the “Provo River Project
3 Transfer Act”.

4 **SEC. 2. DEFINITIONS.**

5 In this Act:

6 (1) **AGREEMENT.**—The term “Agreement”
7 means the contract numbered 04–WC-40–8950 and
8 entitled “Agreement Among the United States, the
9 Provo River Water Users Association, and the Met-
10ropolitan Water District of Salt Lake & Sandy to
11 Transfer Title to Certain Lands and Facilities of the
12 Provo River Project” and shall include maps of the
13 land and features to be conveyed under the Agree-
14ment.

15 (2) **ASSOCIATION.**—The term “Association”
16 means the Provo River Water Users Association, a
17 nonprofit corporation organized under the laws of
18 the State.

19 (3) **DISTRICT.**—The term “District” means the
20 Metropolitan Water District of Salt Lake & Sandy,
21 a political subdivision of the State.

22 (4) **PLEASANT GROVE PROPERTY.**—

23 (A) **IN GENERAL.**—The term “Pleasant
24 Grove Property” means the 3.79-acre parcel of
25 land acquired by the United States for the
26 Provo River Project, Deer Creek Division, lo-

1 cated at approximately 285 West 1100 North,
2 Pleasant Grove, Utah, as in existence on the
3 date of enactment of this Act.

4 (B) INCLUSIONS.—The term “Pleasant
5 Grove Property” includes the office building
6 and shop complex constructed by the Associa-
7 tion on the parcel of land described in subpara-
8 graph (A).

9 (5) PROVO RESERVOIR CANAL.—The term
10 “Provo Reservoir Canal” means the canal, and any
11 associated land, rights-of-way, and facilities ac-
12 quired, constructed, or improved by the United
13 States as part of the Provo River Project, Deer
14 Creek Division, extending from, and including, the
15 Murdock Diversion Dam at the mouth of Provo Can-
16 yon, Utah, to and including the Provo Reservoir
17 Canal Siphon and Penstock, as in existence on the
18 date of enactment of this Act.

19 (6) SALT LAKE AQUEDUCT.—The term “Salt
20 Lake Aqueduct” means the aqueduct and associated
21 land, rights-of-way, and facilities acquired, con-
22 structed or improved by the United States as part
23 of the Provo River Project, Aqueduct Division, ex-
24 tending from, and including, the Salt Lake Aqueduct
25 Intake at the base of Deer Creek Dam to and in-

1 including the Terminal Reservoirs located at 3300
2 South St. and Interstate Route 215 in Salt Lake
3 City, Utah, as in existence on the date of enactment
4 of this Act.

5 (7) SECRETARY.—The term “Secretary” means
6 the Secretary of the Interior or a designee of the
7 Secretary.

8 (8) STATE.—The term “State” means the State
9 of Utah.

10 **SEC. 3. CONVEYANCE OF LAND AND FACILITIES.**

11 (a) CONVEYANCES TO ASSOCIATION.—

12 (1) PROVO RESERVOIR CANAL.—

13 (A) IN GENERAL.—In accordance with the
14 terms and conditions of the Agreement and
15 subject to subparagraph (B), the Secretary
16 shall convey to the Association, all right, title,
17 and interest of the United States in and to the
18 Provo Reservoir Canal.

19 (B) CONDITION.—The conveyance under
20 subparagraph (A) shall not be completed until
21 the Secretary executes the Agreement and ac-
22 cepts future arrangements entered into by the
23 Association, the District, the Central Utah
24 Water Conservancy District, and the Jordan
25 Valley Water Conservancy District providing for

1 the operation, ownership, financing, and im-
2 provement of the Provo Reservoir Canal.

3 (2) PLEASANT GROVE PROPERTY.—In accord-
4 ance with the terms and conditions of the Agree-
5 ment, the Secretary shall convey to the Association,
6 all right, title, and interest of the United States in
7 and to the Pleasant Grove Property.

8 (b) CONVEYANCE TO DISTRICT.—

9 (1) IN GENERAL.—In accordance with the
10 terms and conditions of the Agreement, and subject
11 to the execution of the Agreement by the Secretary
12 the Secretary shall convey to the District, all right,
13 title, and interest of the United States in and to Salt
14 Lake Aqueduct.

15 (2) EASEMENTS.—

16 (A) IN GENERAL.—As part of the convey-
17 ance under paragraph (1), the Secretary shall
18 grant to the District permanent easements to—

19 (i) the National Forest System land
20 on which the Salt Lake Aqueduct is lo-
21 cated; and

22 (ii) land of the Aqueduct Division of
23 the Provo River Project that intersects the
24 parcel of non-Federal land authorized to be
25 conveyed to the United States under sec-

1 tion 104(a) of Public Law 107–329 (116
2 Stat. 2816).

3 (B) PURPOSE.—The easements conveyed
4 under subparagraph (A) shall be for the use,
5 operation, maintenance, repair, improvement, or
6 replacement of the Salt Lake Aqueduct by the
7 District.

8 (C) LIMITATION.—The United States shall
9 not carry out any activity on the land subject
10 to the easements conveyed under subparagraph
11 (A) that would materially interfere with the
12 use, operation, maintenance, repair, improve-
13 ment, or replacement of the Salt Lake Aque-
14 duct by the District.

15 (D) BOUNDARIES.—The boundaries of the
16 easements conveyed under subparagraph (A)
17 shall be determined by the Secretary, in con-
18 sultation with the District and the Secretary of
19 Agriculture.

20 (E) TRANSFER OF ADMINISTRATIVE JURIS-
21 DICTION.—

22 (i) IN GENERAL.—On conveyance of
23 the easement to the land described in sub-
24 paragraph (A)(ii), the Secretary, subject to
25 the easement, shall transfer to the Sec-

1 retary of Agriculture administrative juris-
2 diction over the land.

3 (ii) ADMINISTRATIVE SITE.—The land
4 transferred under clause (i) shall be ad-
5 ministered by the Secretary of Agriculture
6 as an administrative site.

7 (F) ADMINISTRATION.—The easements
8 conveyed under subparagraph (A) shall be ad-
9 ministered by the Secretary of Agriculture in
10 accordance with section 501(b)(3) of the Fed-
11 eral Land Policy and Management Act of 1976
12 (43 U.S.C. 1761(b)(3)).

13 (c) CONSIDERATION.—

14 (1) ASSOCIATION.—

15 (A) IN GENERAL.—In exchange for the
16 conveyance under subsection (a)(1), the Asso-
17 ciation shall pay the Secretary an amount that
18 is equal to the sum of—

19 (i) the net present value of any re-
20 maining debt obligation of the United
21 States with respect to the Provo Reservoir
22 Canal; and

23 (ii) the net present value of any reve-
24 nues from the Provo Reservoir Canal that,
25 based on past history—

1 (I) would be available to the
2 United States but for the conveyance
3 of the Provo Reservoir Canal under
4 subsection (a)(1); and

5 (II) would be deposited in the
6 reclamation fund established under
7 the first section of the Act of June
8 17, 1902 (43 U.S.C. 391), and cred-
9 ited under the terms of Reclamation
10 Manual/Directives and Standards
11 PEC 03–01.

12 (B) DEDUCTION.—In determining the net
13 present values under clauses (i) and (ii) of sub-
14 paragraph (A), the Association may deduct
15 from the net present value such sums as are re-
16 quired for the reimbursement described in the
17 Agreement.

18 (2) DISTRICT.—

19 (A) IN GENERAL.—In exchange for the
20 conveyance under subsection (b)(1), the District
21 shall pay the Secretary an amount that is equal
22 to the sum of—

23 (i) the net present value of any re-
24 maining debt obligation of the United

1 States with respect to the Salt Lake Aque-
2 duct; and

3 (ii) the net present value of any reve-
4 nues from the Salt Lake Aqueduct that,
5 based on past history—

6 (I) would have been available to
7 the United States but for the convey-
8 ance of the Salt Lake Aqueduct under
9 subsection (b)(1); and

10 (II) would be deposited in the
11 reclamation fund established under
12 the first section of the Act of June
13 17, 1902 (43 U.S.C. 391), and cred-
14 ited under the terms of Reclamation
15 Manual/Directives and Standards
16 PEC 03–01.

17 (B) DEDUCTION.—In determining the net
18 present values under clauses (i) and (ii) of sub-
19 paragraph (A), the District may deduct from
20 the net present value such sums as are required
21 for the reimbursement described in the Agree-
22 ment.

23 (d) PAYMENT OF COSTS.—In addition to amounts
24 paid to the Secretary under subsection (c), the Association

1 and the District shall, in accordance with the Agreement,
2 pay the Secretary—

3 (1) any necessary and reasonable administrative
4 and real estate transfer costs incurred by the Sec-
5 retary in carrying out the conveyance; and

6 (2) ½ of any necessary and reasonable costs
7 associated with complying with—

8 (A) the National Environmental Policy Act
9 of 1969 (42 U.S.C. 4321 et seq.);

10 (B) the Endangered Species Act of 1973
11 (16 U.S.C. 1531 et seq.); and

12 (C)(i) the National Historic Preservation
13 Act (16 U.S.C. 470 et seq.); and

14 (ii) any other Federal cultural resource
15 laws.

16 (e) COMPLIANCE WITH ENVIRONMENTAL LAWS.—

17 (1) IN GENERAL.—Before conveying land and
18 facilities under subsections (a) and (b), the Sec-
19 retary shall comply with all applicable requirements
20 under—

21 (A) the National Environmental Policy Act
22 of 1969 (42 U.S.C. 4321 et seq.);

23 (B) the Endangered Species Act of 1973
24 (16 U.S.C. 1531 et seq.); and

1 (C) any other law applicable to the land
2 and facilities.

3 (2) EFFECT.—Nothing in this Act modifies or
4 alters any obligations under—

5 (A) the National Environmental Policy Act
6 of 1969 (42 U.S.C. 4321 et seq.); or

7 (B) the Endangered Species Act of 1973
8 (16 U.S.C. 1531 et seq.).

9 **SEC. 4. EXISTING CONTRACTS.**

10 (a) DEER CREEK DIVISION CONSTRUCTION CON-
11 TRACT.—Notwithstanding the conveyances under sub-
12 sections (a) and (b)(1) of section 3, and subject to the
13 terms of the Agreement any portion of the Deer Creek
14 Division, Provo River Project, Utah, that is not conveyed
15 under that section shall continue to be operated and main-
16 tained by the Association, in accordance with the contract
17 numbered I1r-874, dated June 27, 1936, and entitled the
18 “Contract Between the United States and Provo River
19 Water Users Association Providing for the Construction
20 of the Deer Creek Division of the Provo River Project,
21 Utah”.

22 (b) PROVO RIVER PROJECT AND JORDAN AQUEDUCT
23 SYSTEM CONTRACTS.—Subject to the terms of the Agree-
24 ment, any written contract of the United States in exist-
25 ence on the date of enactment of this Act relating to the

1 operation and maintenance of any division or facility of
2 the Provo River Project or the Jordan Aqueduct System
3 is confirmed and declared to be a valid contract of the
4 United States that is enforceable in accordance with the
5 express terms of the contract.

6 (c) USE OF CENTRAL UTAH PROJECT WATER.—

7 (1) IN GENERAL.—Subject to paragraph (2),
8 any entity with contractual Provo Reservoir Canal or
9 Salt Lake Aqueduct capacity rights in existence on
10 the date of enactment of this Act may, in addition
11 to the uses described in the existing contracts, use
12 the capacity rights, without additional charge or fur-
13 ther approval from the Secretary, to transport Cen-
14 tral Utah Project water on behalf of the entity or
15 others.

16 (2) LIMITATIONS.—An entity shall not use the
17 capacity rights to transport Central Utah Project
18 water under paragraph (1) unless—

19 (A) the transport of the water is expressly
20 authorized by the Central Utah Water Conser-
21 vancy District;

22 (B) the use of the water facility to trans-
23 port the Central Utah Project water is ex-
24 pressly authorized by the entity responsible for
25 operation and maintenance of the facility; and

1 (C) carrying Central Utah Project water
2 through Provo River Project facilities would
3 not—

4 (i) materially impair the ability of the
5 Central Utah Water Conservancy District
6 or the Secretary to meet existing express
7 environmental commitments for the Bonne-
8 ville Unit; or

9 (ii) require the release of additional
10 Central Utah Project water to meet those
11 environmental commitments.

12 (d) AUTHORIZED MODIFICATIONS.—The Agreement
13 may provide for—

14 (1) the modification of the 1936 Repayment
15 Contract for the Deer Creek Division of the Provo
16 River Project to reflect the partial prepayment, the
17 adjustment of the annual repayment amount, and
18 the transfer of the Provo Reservoir Canal and the
19 Pleasant Grove Property; and

20 (2) the modification or termination of the 1938
21 Repayment Contract for the Aqueduct Division of
22 the Provo River Project to reflect the complete pay-
23 out and transfer of all facilities of the Aqueduct
24 Division.

1 (e) EFFECT OF ACT.—Nothing in this Act impairs
2 any contract (including subscription contracts) in effect
3 on the date of enactment of this Act that allows for or
4 creates a right to convey water through the Provo Res-
5 ervoir Canal.

6 **SEC. 5. EFFECT OF CONVEYANCE.**

7 On conveyance of any land or facility under sub-
8 section (a) or (b)(1) of section 3—

9 (1) the land and facilities shall no longer be
10 part of a Federal reclamation project;

11 (2) the Association and the District shall not be
12 entitled to receive any future reclamation benefits
13 with respect to the land and facilities, except for
14 benefits that would be available to other nonreclama-
15 tion facilities; and

16 (3) the United States shall not be liable for
17 damages arising out of any act, omission, or occur-
18 rence relating to the land and facilities, but shall
19 continue to be liable for damages caused by acts of
20 negligence committed by the United States or by any
21 employee or agent of the United States before the
22 date of conveyance, consistent with chapter 171 of
23 title 28, United States Code.

1 **SEC. 6. REPORT.**

2 If a conveyance required under subsection (a) or
3 (b)(1) of section 3 is not completed by the date that is
4 18 months after the date of enactment of this Act, the
5 Secretary shall submit to Congress a report that—

6 (1) describes the status of the conveyance;

7 (2) describes any obstacles to completing the
8 conveyance; and

9 (3) specifies an anticipated date for completion
10 of the conveyance.

Passed the House of Representatives October 4,
2004.

Attest:

JEFF TRANDAHL,

Clerk.