

Union Calendar No. 442

108TH CONGRESS
2D SESSION

H. R. 3391

[Report No. 108-719]

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

IN THE HOUSE OF REPRESENTATIVES

OCTOBER 29, 2003

Mr. CANNON (for himself, Mr. BISHOP of Utah, and Mr. MATHESON) introduced the following bill; which was referred to the Committee on Resources

OCTOBER 4, 2004

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed

[Strike out all after the enacting clause and insert the part printed in italics]

[For text of introduced bill, see copy of bill as introduced on October 29, 2003]

A BILL

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” means*
7 *the contract numbered 04–WC–40–8950 and entitled*
8 *“Agreement Among the United States, the Provo*
9 *River Water Users Association, and the Metropolitan*
10 *Water District of Salt Lake & Sandy to Transfer*
11 *Title to Certain Lands and Facilities of the Provo*
12 *River Project”.*

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

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

20 (4) *PLEASANT GROVE PROPERTY.*—

21 (A) *IN GENERAL.*—*The term “Pleasant*
22 *Grove Property” means the 3.79-acre parcel of*
23 *land acquired by the United States for the Provo*
24 *River Project, Deer Creek Division, located at*
25 *approximately 285 West 1100 North, Pleasant*

1 Grove, Utah, as in existence on the date of enact-
2 ment of this Act.

3 (B) *INCLUSIONS.*—The term “Pleasant
4 Grove Property” includes the office building and
5 shop complex constructed by the Association on
6 the parcel of land described in subparagraph
7 (A).

8 (5) *PROVO RESERVOIR CANAL.*—The term “Provo
9 Reservoir Canal” means the canal, and any associ-
10 ated land, rights-of-way, and facilities acquired, con-
11 structed, or improved by the United States as part of
12 the Provo River Project, Deer Creek Division, extend-
13 ing from, and including, the Murdock Diversion Dam
14 at the mouth of Provo Canyon, Utah, to and includ-
15 ing the Provo Reservoir Canal Siphon and Penstock,
16 as in existence on the date of enactment of this Act.

17 (6) *SALT LAKE AQUEDUCT.*—The term “Salt
18 Lake Aqueduct” means the aqueduct and associated
19 land, rights-of-way, and facilities acquired, con-
20 structed or improved by the United States as part of
21 the Provo River Project, Aqueduct Division, extending
22 from, and including, the Salt Lake Aqueduct Intake
23 at the base of Deer Creek Dam to and including the
24 Terminal Reservoirs located at 3300 South St. and

1 *Interstate Route 215 in Salt Lake City, Utah, as in*
 2 *existence on the date of enactment of this Act.*

3 (7) *SECRETARY.*—*The term “Secretary” means*
 4 *the Secretary of the Interior.*

5 (8) *STATE.*—*The term “State” means the State*
 6 *of Utah.*

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

8 (a) *CONVEYANCES TO ASSOCIATION.*—

9 (1) *PROVO RESERVOIR CANAL.*—

10 (A) *IN GENERAL.*—*In accordance with the*
 11 *terms and conditions of the Agreement and sub-*
 12 *ject to subparagraph (B), the Secretary shall*
 13 *convey to the Association, all right, title, and in-*
 14 *terest of the United States in and to the Provo*
 15 *Reservoir Canal.*

16 (B) *CONDITION.*—*The conveyance under*
 17 *subparagraph (A) shall not be completed until*
 18 *the Secretary accepts future arrangements en-*
 19 *tered into by the Association, the District, the*
 20 *Central Utah Water Conservancy District, and*
 21 *the Jordan Valley Water Conservancy District*
 22 *providing for the operation, ownership, financ-*
 23 *ing, and improvement of the Provo Reservoir*
 24 *Canal.*

1 (2) *PLEASANT GROVE PROPERTY.*—*In accordance*
2 *with the terms and conditions of the Agreement, the*
3 *Secretary shall convey to the Association, all right,*
4 *title, and interest of the United States in and to the*
5 *Pleasant Grove Property.*

6 (b) *CONVEYANCE TO DISTRICT.*—

7 (1) *IN GENERAL.*—*In accordance with the terms*
8 *and conditions of the Agreement, the Secretary shall*
9 *convey to the District, all right, title, and interest of*
10 *the United States in and to Salt Lake Aqueduct.*

11 (2) *EASEMENTS.*—

12 (A) *IN GENERAL.*—*As part of the convey-*
13 *ance under paragraph (1), the Secretary shall*
14 *grant to the District permanent easements to—*

15 (i) *the National Forest System land on*
16 *which the Salt Lake Aqueduct is located;*
17 *and*

18 (ii) *land of the Aqueduct Division of*
19 *the Provo River Project that intersects the*
20 *parcel of non-Federal land authorized to be*
21 *conveyed to the United States under section*
22 *104(a) of Public Law 107–329 (116 Stat.*
23 *2816).*

24 (B) *PURPOSE.*—*The easements conveyed*
25 *under subparagraph (A) shall be for the use, op-*

1 *eration, maintenance, repair, improvement, or*
2 *replacement of the Salt Lake Aqueduct by the*
3 *District.*

4 (C) *LIMITATION.*—*The United States shall*
5 *not carry out any activity on the land subject to*
6 *the easements conveyed under subparagraph (A)*
7 *that would materially interfere with the use, op-*
8 *eration, maintenance, repair, improvement, or*
9 *replacement of the Salt Lake Aqueduct by the*
10 *District.*

11 (D) *BOUNDARIES.*—*The boundaries of the*
12 *easements conveyed under subparagraph (A)*
13 *shall be determined by the Secretary, in con-*
14 *sultation with the District.*

15 (E) *REVOCATION OF WITHDRAWALS.*—*On*
16 *conveyance of the easement to the land described*
17 *in subparagraph (A)(i), the Secretary, subject to*
18 *the easement and any terms and conditions of*
19 *the Agreement, shall revoke any public land or-*
20 *ders withdrawing National Forest System land*
21 *for the Aqueduct Division of the Provo River*
22 *Project.*

23 (F) *TRANSFER OF ADMINISTRATIVE JURIS-*
24 *DICTION.*—

1 (i) *IN GENERAL.*—On conveyance of
 2 the easement to the land described in sub-
 3 paragraph (A)(ii), the Secretary, subject to
 4 the easement, shall transfer to the Secretary
 5 of Agriculture administrative jurisdiction
 6 over the land.

7 (ii) *ADMINISTRATIVE SITE.*—The land
 8 transferred under clause (i) shall be admin-
 9 istered by the Secretary of Agriculture as an
 10 administrative site.

11 (G) *ADMINISTRATION.*—The easements con-
 12 veyed under subparagraph (A) shall be adminis-
 13 tered by the Secretary of Agriculture in accord-
 14 ance with section 501(b)(3) of the Federal Land
 15 Policy and Management Act of 1976 (43 U.S.C.
 16 1761(b)(3)).

17 (c) *CONSIDERATION.*—

18 (1) *ASSOCIATION.*—

19 (A) *IN GENERAL.*—In exchange for the con-
 20 veyance under subsection (a)(1), the Association
 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 Provo Reservoir*
 2 *Canal; and*

3 (ii) *the net present value of any reve-*
 4 *nues from the Provo Reservoir Canal that,*
 5 *based on past history—*

6 (I) *would be available to the*
 7 *United States but for the conveyance of*
 8 *the Provo Reservoir Canal under sub-*
 9 *section (a)(1); and*

10 (II) *would be deposited in the rec-*
 11 *lamation fund established under the*
 12 *first section of the Act of June 17, 1902*
 13 *(43 U.S.C. 391), and credited under*
 14 *the terms of Reclamation Manual/Di-*
 15 *rectives and Standards PEC 03–01.*

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

22 (2) *DISTRICT.—*

23 (A) *IN GENERAL.—In exchange for the con-*
 24 *veyance under subsection (b)(1), the District*

1 *shall pay the Secretary an amount that is equal*
2 *to the sum of—*

3 *(i) the net present value of any re-*
4 *maining debt obligation of the United*
5 *States with respect to the Salt Lake Aque-*
6 *duct; and*

7 *(ii) the net present value of any reve-*
8 *nues from the Salt Lake Aqueduct that,*
9 *based on past history—*

10 *(I) would have been available to*
11 *the United States but for the convey-*
12 *ance of the Salt Lake Aqueduct under*
13 *subsection (b)(1); and*

14 *(II) would be deposited in the rec-*
15 *lamation fund established under the*
16 *first section of the Act of June 17, 1902*
17 *(43 U.S.C. 391), and credited under*
18 *the terms of Reclamation Manual/Di-*
19 *rectives and Standards PEC 03–01.*

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

1 (d) *PAYMENT OF COSTS.*—*In addition to amounts*
2 *paid to the Secretary under subsection (c), the Association*
3 *and the District shall, in accordance with the Agreement,*
4 *pay the Secretary—*

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

8 (2) *½ of any necessary and reasonable costs as-*
9 *sociated with complying with—*

10 (A) *the National Environmental Policy Act*
11 *of 1969 (42 U.S.C. 4321 et seq.);*

12 (B) *the Endangered Species Act of 1973 (16*
13 *U.S.C. 1531 et seq.); and*

14 (C)(i) *the National Historic Preservation*
15 *Act (16 U.S.C. 470 et seq.); and*

16 (ii) *any other Federal cultural resource*
17 *laws.*

18 (e) *COMPLIANCE WITH ENVIRONMENTAL LAWS.*—

19 (1) *IN GENERAL.*—*Before conveying land and fa-*
20 *cilities under subsections (a) and (b), the Secretary*
21 *shall comply with all applicable requirements*
22 *under—*

23 (A) *the National Environmental Policy Act*
24 *of 1969 (42 U.S.C. 4321 et seq.);*

1 (B) the *Endangered Species Act of 1973* (16
2 U.S.C. 1531 *et seq.*); and

3 (C) any other law applicable to the land
4 and facilities.

5 (2) *EFFECT.*—Nothing in this Act modifies or
6 alters any obligations under—

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

9 (B) the *Endangered Species Act of 1973* (16
10 U.S.C. 1531 *et seq.*).

11 **SEC. 4. EXISTING CONTRACTS.**

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

22 (b) *PROVO RIVER PROJECT AND JORDAN AQUEDUCT*
23 *SYSTEM CONTRACTS.*—Any written contract of the United
24 States in existence on the date of enactment of this Act re-
25 lating to the operation and maintenance of any division

1 *or facility of the Provo River Project or the Jordan Aque-*
 2 *duct System is confirmed and declared to be a valid con-*
 3 *tract of the United States that is enforceable in accordance*
 4 *with the express terms of the contract.*

5 *(c) USE OF CENTRAL UTAH PROJECT WATER.—*

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

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

17 *(A) the use is expressly authorized by the*
 18 *entity responsible for operation and maintenance*
 19 *of the Central Utah Project water facility; and*

20 *(B) carrying Central Utah Project water*
 21 *through Provo River Project facilities would*
 22 *not—*

23 *(i) materially impair the ability of the*
 24 *Central Utah Water Conservancy District*
 25 *or the Secretary to meet existing express en-*

1 *vironmental commitments for the Bonne-*
 2 *ville Unit; or*

3 *(ii) require the release of additional*
 4 *Central Utah Project water to meet those*
 5 *environmental commitments.*

6 *(d) AUTHORIZED MODIFICATIONS.—The Agreement*
 7 *may provide for—*

8 *(1) the modification of the 1936 Repayment Con-*
 9 *tract for the Deer Creek Division of the Provo River*
 10 *Project to reflect the partial prepayment, the adjust-*
 11 *ment of the annual repayment amount, and the*
 12 *transfer of the Provo Reservoir Canal and the Pleas-*
 13 *ant Grove Property; and*

14 *(2) the modification or termination of the 1938*
 15 *Repayment Contract for the Aqueduct Division of the*
 16 *Provo River Project to reflect the complete payout and*
 17 *transfer of all facilities of the Aqueduct Division.*

18 *(e) EFFECT OF ACT.—Nothing in this Act impairs any*
 19 *contract (including subscription contracts) in effect on the*
 20 *date of enactment of this Act that allows for or creates a*
 21 *right to convey water through the Provo Reservoir Canal.*

22 **SEC. 5. EFFECT OF CONVEYANCE.**

23 *On conveyance of any land or facility under subsection*
 24 *(a) or (b)(1) of section 3—*

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

3 (2) *the Association and the District shall not be*
4 *entitled to receive any future reclamation benefits*
5 *with respect to the land and facilities, except for bene-*
6 *fits that would be available to other nonreclamation*
7 *facilities; and*

8 (3) *the United States shall not be liable for dam-*
9 *ages arising out of any act, omission, or occurrence*
10 *relating to the land and facilities, but shall continue*
11 *to be liable for damages caused by acts of negligence*
12 *committed by the United States or by any employee*
13 *or agent of the United States before the date of con-*
14 *veyance, consistent with chapter 171 of title 28,*
15 *United States Code.*

16 **SEC. 6. REPORT.**

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

21 (1) *describes the status of the conveyance;*

22 (2) *describes any obstacles to completing the con-*
23 *veyance; and*

24 (3) *specifies an anticipated date for completion*
25 *of the conveyance.*

Union Calendar No. 442

108TH CONGRESS
2D Session

H. R. 3391

[Report No. 108-719]

A BILL

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

OCTOBER 4, 2004

Reported with an amendment, committed to the Com-
mittee of the Whole House on the State of the Union,
and ordered to be printed