

108TH CONGRESS  
1ST SESSION

# S. 1876

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

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IN THE SENATE OF THE UNITED STATES

NOVEMBER 18, 2003

Mr. BENNETT introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

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## 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,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Provo River Project  
5 Transfer Act”.

6 **SEC. 2. DEFINITIONS.**

7 For purposes of this Act:

8 (1) SECRETARY.—The term “Secretary” means  
9 the Secretary of the Interior.

1           (2) RECLAMATION.—The term “Reclamation”  
2 means the Bureau of Reclamation.

3           (3) ASSOCIATION.—The term “Association”  
4 means the Provo River Water Users Association, a  
5 nonprofit corporation organized and existing under  
6 the laws of the State of Utah.

7           (4) DISTRICT.—The term “District” means the  
8 Metropolitan Water District of Salt Lake & Sandy,  
9 a political subdivision of the State of Utah.

10          (5) PROVO RESERVOIR CANAL.—The term  
11 “Provo Reservoir Canal” means the canal, and asso-  
12 ciated lands, rights-of-way, and facilities acquired,  
13 constructed, or improved by the United States as  
14 part of the Provo River Project, Deer Creek Divi-  
15 sion, extending from, and including, the Murdock  
16 Diversion Dam at the mouth of Provo Canyon,  
17 Utah, to and including the Provo Reservoir Canal  
18 Siphon and Penstock.

19          (6) PLEASANT GROVE PROPERTY.—The term  
20 “Pleasant Grove Property” means a 3.79-acre parcel  
21 of land acquired by the United States for the Provo  
22 River Project, Deer Creek Division, located at ap-  
23 proximately 285 West 1100 North, Pleasant Grove,  
24 Utah, including the office building and shop complex  
25 constructed by the Association.

1           (7) SALT LAKE AQUEDUCT.—The term “Salt  
2       Lake Aqueduct” means the aqueduct and associated  
3       lands, rights-of-way, and facilities acquired, con-  
4       structed or improved by the United States as part  
5       of the Provo River Project, Aqueduct Division, ex-  
6       tending from, and including, the Salt Lake Aqueduct  
7       Intake at the base of Deer Creek Dam to and in-  
8       cluding the Terminal Reservoir located at 3300  
9       South and I-215 in Salt Lake City, Utah.

10           (8) AGREEMENT.—The term “Agreement”  
11       means Contract No. \_\_\_\_\_, dated  
12       \_\_\_\_\_, and entitled “Agreement  
13       Among the United States, the Provo River Water  
14       Users Association and the Metropolitan Water Dis-  
15       trict of Salt Lake & Sandy to Transfer Title to Cer-  
16       tain Lands and Facilities of the Provo River  
17       Project”.

18 **SEC. 3. TRANSFER.**

19           (a) PROVO RESERVOIR CANAL.—The Secretary shall  
20       convey to the Association, pursuant to the terms and con-  
21       ditions of the Agreement, all right, title, and interest of  
22       the United States in and to the Provo Reservoir Canal,  
23       as it exists on the date of enactment of this Act and as  
24       generally depicted on the Map marked Exhibit A attached  
25       to the Agreement, when the Association has certified to

1 the Secretary that agreements have been entered into sat-  
2 isfactory to the Association, the District, Central Utah  
3 Water Conservancy District, Jordan Valley Water Conser-  
4 vancy District providing for operation of the Provo Res-  
5 ervoir Canal after title transfer, and future ownership, fi-  
6 nancing, and improvement of the Provo Reservoir Canal.

7 (b) PLEASANT GROVE PROPERTY.—The Secretary  
8 shall convey to the Association, pursuant to the terms and  
9 conditions of the Agreement, all right, title, and interest  
10 of the United States in and to the Pleasant Grove Prop-  
11 erty, as it exists on the date of enactment of this Act and  
12 as generally depicted on the Map marked Exhibit B at-  
13 tached to the Agreement.

14 (c) SALT LAKE AQUEDUCT.—The Secretary shall  
15 convey to the District, pursuant to the terms and condi-  
16 tions of the Agreement, all right, title, and interest of the  
17 United States in and to Salt Lake Aqueduct, as it exists  
18 on the date of enactment of this Act and as generally de-  
19 picted on the Map marked Exhibit C attached to the  
20 Agreement.

21 **SEC. 4. EXISTING CONTRACTS CONFIRMED.**

22 Notwithstanding any transfer provided for in this  
23 Act, those portions of the Deer Creek Division, Provo  
24 River Project, Utah, that are not transferred shall con-  
25 tinue to be operated and maintained by the Association,

1 pursuant to the Contract Between the United States and  
2 Provo River Water Users Association Providing for the  
3 Construction of the Deer Creek Division of the Provo  
4 River Project, Utah, Contract No. Ilr-874, dated June 27,  
5 1936, including any amendments or supplements thereto  
6 or extensions thereof. This Act shall not be construed to  
7 impair any existing contracts, including subscription con-  
8 tracts, that allow for or create a right to convey water  
9 through the Provo Reservoir Canal.

10 **SEC. 5. REPORT.**

11 If conveyance of any of the lands and facilities re-  
12 quired by this Act and described in the Agreement is not  
13 completed within 18 months following the date of enact-  
14 ment of this Act, the Secretary shall submit a report to  
15 the Congress that describes the status of the conveyance,  
16 any obstacles to completion of the conveyance, and an an-  
17 ticipated date for completion of the conveyance.

18 **SEC. 6. COSTS.**

19 (a) IN GENERAL.—The Secretary shall require, as a  
20 condition of the conveyance under section 3, that the Asso-  
21 ciation and the District pay or contribute to administra-  
22 tive costs, real estate transfer costs, and the costs associ-  
23 ated with compliance with the National Environmental  
24 Policy Act of 1969, the Endangered Species Act of 1973,

1 the National Historic Preservation Act, and other Federal  
2 cultural resource laws, all as described in the Agreement.

3 (b) VALUE OF FACILITIES TO BE TRANSFERRED.—

4 (1) PAYMENT BY ASSOCIATION.—In addition to  
5 subsection (a), the Secretary shall also require, as a  
6 condition of the conveyance under section 3(a), that  
7 the Association pay to the United States the net  
8 present value of the Provo Reservoir Canal and the  
9 Pleasant Grove Property, as described in the Agree-  
10 ment: *Provided, however,* That the Association may  
11 deduct from the net present value such sums as are  
12 required to accomplish the reimbursement described  
13 in the Contributed Funds Act Agreement.

14 (2) PAYMENT BY DISTRICT.—In addition to  
15 subsection (a) the Secretary shall also require, as a  
16 condition of the conveyance under section 3(b), that  
17 the District pay the United States the net present  
18 value of the Salt Lake Aqueduct, as described in the  
19 Agreement: *Provided, however,* That the District  
20 may deduct from the net present value such sums as  
21 are required to accomplish the reimbursement de-  
22 scribed in the Contributed Funds Act Agreement.

23 **SEC. 7. NATIONAL ENVIRONMENTAL POLICY ACT.**

24 Prior to any conveyance under this Act, the Secretary  
25 shall complete all actions required under the National En-

1 vironmental Policy Act of 1969 (72 U.S.C. 4321 et seq.),  
2 the Endangered Species Act of 1973 (16 U.S.C. 1531 et  
3 seq.), and all other applicable laws.

4 **SEC. 8. LIABILITY.**

5       Effective on the date of the conveyance required by  
6 this Act, the United States shall not be held liable by any  
7 court for damages of any kind arising out of any act, omis-  
8 sion, or occurrence relating to the transferred lands and  
9 facilities, except for damages caused by acts of negligence  
10 committed by the United States or by its employees or  
11 agents prior to the date of conveyance. Nothing in this  
12 section shall be considered to increase the liability of the  
13 United States beyond that currently provided in chapter  
14 171 of title 28, United States Code, popularly known as  
15 the “Federal Tort Claims Act”.

16 **SEC. 9. FUTURE BENEFITS.**

17       Upon conveyance of the lands and facilities by the  
18 Secretary under this Act, the transferred facilities and  
19 lands shall no longer be part of a Federal reclamation  
20 project and the Association and the District shall not be  
21 entitled to receive any future reclamation benefits with re-  
22 spect to the transferred facilities and lands, except those  
23 benefits that would be available to other nonreclamation  
24 facilities.

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