



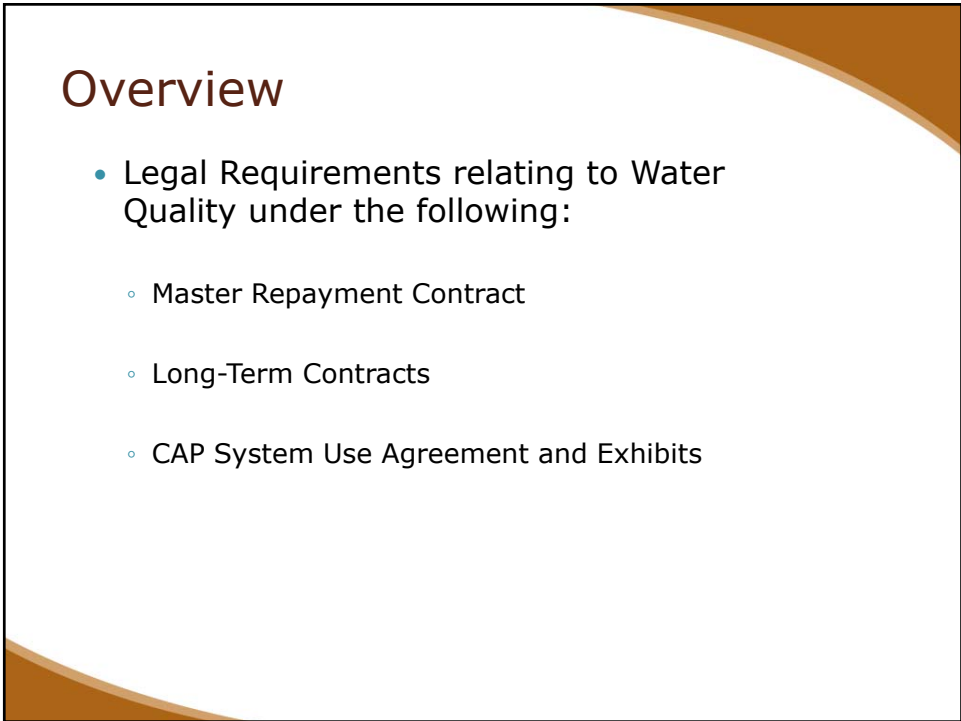
**Water Quality Requirements under CAP System Use Agreement**

**PROTECT LAKE MEAD**

Rhett Billingsley, Sr. Attorney  
May 24, 2017  
Water Quality Standards Task Force

**CAP**  
CENTRAL ARIZONA PROJECT  
YOUR WATER. YOUR FUTURE.

The slide features a background image of a winding river in a desert landscape. A blue curved banner is on the left side, and a 'PROTECT LAKE MEAD' logo is in the top right. The CAP logo and slogan are in the bottom right.



**Overview**

- Legal Requirements relating to Water Quality under the following:
  - Master Repayment Contract
  - Long-Term Contracts
  - CAP System Use Agreement and Exhibits

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## Master Repayment Contract

- Requires O&M of CAP system “in such manner as is practicable to maintain the quality of project water made available through such facilities at the highest level reasonably attainable” as determined by Reclamation or CAWCD. [Article 8.15.]
- Neither the U.S. nor CAWCD warrants the quality of water and are under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water. [Article 8.15.]

## Master Repayment Contract

- MRC recognizes that O&M of the CAP system may include wheeling of Non-Project Water under Article 8.17 (Federal wheeling) or Article 8.18 (CAWCD wheeling).
- Article 8.18 requires Reclamation to consider the impact that wheeling Non-Project Water will have on the quality of Project Water when approving a CAWCD wheeling contract.

## Long-Term Contracts

- Include the same water quality provisions as the Master Repayment Contract:
  - O&M of CAP system as is practicable to maintain the quality of project water at the highest level reasonably attainable
  - No warranty of quality
  - No obligation to construct or furnish water treatment facilities to maintain or better the quality of water

## Long-Term Contracts

- M&I subcontracts also include a waiver of claims against the U.S., CAWCD or other subcontractors for changes in water quality caused by the commingling of Project Water with other water.
- Tribal water delivery contracts do not include this waiver.

## CAP System Use Agreement

- Reclamation and CAWCD agreed to establish uniform water quality standards for any Non-Project Water introduced into the CAP System. [Section 12(a).]
  - Non-Project Water includes Recovered Water
- The party introducing Non-Project Water into the CAP System is responsible for compliance with the water quality standards. [Section 12(b).]
- The party introducing Non-Project Water into the CAP System must indemnify the U.S. and CAWCD against resulting claims and damages. [Section 12(c).]

## Wheeling Contracts

- Neither the U.S. nor CAWCD warrant the quality of water transported in the CAP System.
- U.S. and CAWCD have no obligation to maintain or better the quality of water transported through the CAP System.
- Waiver of claims against U.S., CAWCD or any Long-Term Contractors on account of water quality impacts from commingling Non-Project Water with Project Water.

## Wheeling Contracts

- Requirement to comply with and pay for water quality monitoring, reporting, compliance and treatment requirements prescribed by CAWCD or the U.S.
- CAWCD is not required to receive or transport water that fails to meet water quality standards.
- Requirement to indemnify the U.S. and CAWCD against claims resulting from water quality degradation due to contractor's introduction of Non-Project Water into the CAP System.

## Legal Issues

- CAP staff will prepare a white paper addressing water quality-related legal issues related to wheeling Non-Project Water.
- Issues addressed will include:
  - Clean Water Act
  - Potential impacts on recharge operations

Questions?