

## MEMORANDUM OF UNDERSTANDING

This understanding is reached by and among the United States Department of Interior, Bureau of Reclamation (Reclamation); the Pojoaque Valley Irrigation District (District); and the Pueblos of Nambe, San Ildefonso and Pojoaque, to provide for the care, operation and maintenance of the Nambe Falls Dam and Reservoir and for other purposes.

Witnesseth that:

WHEREAS, the Act of Congress approved June 13, 1962 (76 Stat. 96), authorizes the Secretary of the Interior to construct, operate, and maintain the initial stage of the San Juan-Chama project as a participating project of the Colorado River Storage project; and

WHEREAS, the District and the United States of America, represented by the Bureau of Reclamation, have entered into Contract No. 14-06-500-1986, dated October 30, 1972, herein referred to as the repayment contract, under the terms of which the United States will construct Nambe Falls Dam and Reservoir and appurtenances to provide storage regulation to serve irrigation along the Rio Nambe and Pojoaque River, known as the Pojoaque Tributary Irrigation Unit of the San Juan-Chama project, herein referred to as the Unit; and

WHEREAS, the contract between the District and the United States ; provides for operation and maintenance of the reservoir storage complex of the San Juan-Chama project by the United States, and the care, operation and maintenance of the Unit works by either the United States or the District under the terms of the repayment contract; and

WHEREAS, under the terms of Article 9 of the repayment contract, the District is obligated to pay a percentage of reservoir storage complex expenses, which percent is based upon benefits accruing to the Unit; and, under the repayment contract, the District is obligated for the care, operation, and maintenance of the Unit works at its expense, with the right reserved in the United States to take over the care, operation, and maintenance of works previously transferred to the District in the event of a violation of the repayment contract terms by the District, and provision is likewise made for retransfer to the District of such responsibility; and

WHEREAS, it is the intent of the project that care, operation and maintenance expenses incurred in servicing the Pojoaque Tributary Irrigation Unit and costs of constructing Unit works to the extent such construction costs are within the repayment capacity of the District and of the Pueblos shall be paid by the District and by or for the Pueblos in proportion to the benefits received; and

WHEREAS, on January 31, 1973, the Pueblos and the District have entered into contract for the allocation of care, operation and maintenance costs of the Pojoaque Tributary Unit and for the allocation of water (O&M Contract), and

WHEREAS, the Pueblos have requested Reclamation to assume the direct operation of Nambe Falls Dam and Reservoir by taking over from the District the care, operation, and maintenance of the Unit works as provided for in paragraph 10h of the repayment contract; and

WHEREAS, the District has been found to be operating

the Unit works in such a manner as to be in violation of the repayment contract.

Now, therefore, in consideration of the covenants herein contained, it is mutually understood by and among all parties hereto, that under Reclamation operation of Nambe Falls Dam:

#### Allocation of Storage

1. The total active conservation pool contained in Nambe Falls Reservoir as of midnight December 31, 1982 shall be allocated in such a manner as to conform with Article 1 of the O&M Contract. This water, totaling 1,615 acre-feet, shall be divided among the District and the Pueblos in the following manner:

- a. The District's share of the 1,615 acre-feet shall be 1,067 acre-feet (66.08% of 1,615).
- b. The Pueblo of Nambe's share shall be 232 acre-feet (14.38% of 1,615).
- c. The Pueblo of San Ildefonso's share shall be 288 acre-feet (17.81% of 1,615).
- d. The Pueblo of Pojoaque's share shall be 28 acre-feet (1.73% of 1,615).

2. All waters flowing into the Nambe Falls Reservoir and subsequently stored therein shall be divided and credited 66.08 percent to the District; 14.38 percent to the Pueblo of Nambe; 17.81 percent to the Pueblo of San Ildefonso; and 1.73 percent to the Pueblo of Pojoaque.

#### Reservoir Losses

3. All losses as computed by Reclamation shall be shared proportionately by all parties having storage rights in Nambe Falls Reservoir

as determined by dividing the stored balance of each party by the total content of Nambe Falls Reservoir and multiplying that quotient by the total computed loss. The individual loss thereby obtained shall be subtracted from the previous balance to obtain the new storage balance for each party.

Releases from Storage ✓

4.a) Stored waters shall not be released by Reclamation from Nambe Falls Reservoir until a specific request as authorized by the Board of the District or Governor of a Pueblo is made for such release.

Any such request for release of stored water must be made to the Projects Superintendent, Upper Rio Grande Basin Projects Office, Bureau of Reclamation or his designated representative, and must specify the requirements of the release by a proper combination of period of time, amount of water to be released, and the rate of such release. Reclamation retains the right to adjust all releases to compensate for increased inflows. All verbal requests for releases of stored water must be confirmed in writing and received by the Projects Superintendent or his authorized representative no later than three working days after a verbal request has been made. Reclamation agrees to honor all written requests in a timely manner to the extent that stored water credited to the party requesting such releases is available in Nambe Falls Reservoir.

b) If it is determined by Reclamation that any party hereto is utilizing the release of stored water in an amount or at a rate greater than that same party has requested, such utilization of released water greater than the requested amount shall be deemed

illegal use of water. The amount of such illegal use of water shall be subtracted from the balance of stored water credited to the party making such illegal use and added to the balance of stored water of the rightful owner(s) thereof.

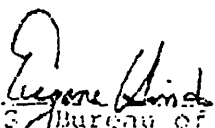
#### Existing Water Rights

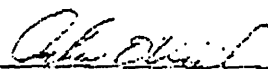
5. Nothing herein shall be construed to limit or affect the water rights of any of the Pueblos or the District, nor shall the allocations of Unit water set forth in Article 1, herein, be evidence of any limit of the quantity of the water rights of any or all of the Pueblos or the District from the Rio Nambu-Pojoaque stream system.

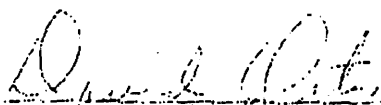
6. Nothing herein shall be construed to change or in any way invalidate the Repayment Contract or the O&M Contract, both of which shall remain in full force and effect.

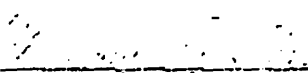
#### Billing

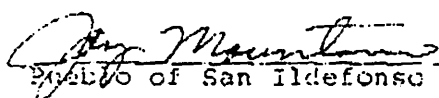
7. It is further agreed that all costs incurred by Reclamation shall be billed to and paid by the District as provided for in the repayment contract and shared by the Pueblos as provided in the O&M Contract.

  
U.S. Bureau of Reclamation

  
Pueblo of Nambu

  
Pojoaque Valley Irrigation  
District

  
Pueblo of Pojoaque

  
Pueblo of San Ildefonso

Date Approved:

4/22/83