

PROPOSALS  
AS TO A BASIS FOR A  
LOWER BASIN  
COMPACT

SUBMITTED AT SANTA FE CONFERENCE BY  
THE COLORADO RIVER COMMISSION  
OF ARIZONA

March 3, 1929



CHARLES B. WARD  
JOHN MASON ROSS  
A. H. FAVOUR  
Members.

## PROPOSALS ON WATER

### CONDITIONED UPON:

- (1) A satisfactory arrangement affording Arizona proper revenue from the Boulder Dam project, and
- (2) A lower basin compact, otherwise satisfactory, in terms, and binding on all lower basin states,

**ARIZONA OFFERS** to divide the consumptive use in perpetuity of the waters of the lower basin as follows, adopting for the purpose hereof certain definitions, viz:

### DEFINITIONS:

- (1) Apportioned water shall mean: 8,500,000 acre feet apportioned to the lower basin by paragraphs "a" and "b" of Article III, Colorado River Compact and shall only include water physically present in the main stream.
- (2) Surplus water shall mean: unapportioned water physically present and available for division in the main stream.
- (3) Tributaries shall mean: all streams, including the Gila, entering the main stream below Lee's Ferry.

### WATER DIVISION:

- (1) All tributaries, excepting waters thereof reaching main stream, shall belong to the states where situated, subject to division of interstate tributaries by compact or compacts between states respectively interested therein.
- (2) Apportioned water shall be divided, without preference or priority:

To Arizona .....	3,500,000 acre feet
To California .....	4,700,000 acre feet
To Nevada .....	300,000 acre feet
- (3) Surplus water shall be divided equally between Arizona and California, without preference or priority.
- (4) Tributaries, excepting water thereof reaching main stream, shall be exempt from Mexican burden resting on lower basin, which burden shall be borne and shared equally by Arizona and California from waters of main stream.
- (5) All-American Canal shall not, directly or indirectly, carry any water to or for the use of any lands in Mexico.

## PROPOSALS ON REVENUE

### CONDITIONED UPON:

- (1) A satisfactory division of the waters of the lower basin among the interested states, and
- (2) A lower basin compact, otherwise satisfactory in terms, binding on all lower basin states,

**ARIZONA OFFERS:** to adjust her claim for adequate revenue from the project upon the following general basis, the necessary protective and supporting details to be embodied in the final compact:

- (1) The project shall be constructed, maintained and operated by the United States with the purpose not only of repaying federal advances within fifty years but also of providing the greatest reasonable return meanwhile to Arizona and Nevada.
- (2) Contracts for electrical power shall provide greatest practicable returns consistent with competitive conditions in available markets, with periodic readjustments as provided in the act to effectuate such intent.
- (3) Power transmission costs from dam to available market shall be under the control of the Secretary and kept within reasonable limits as a condition to granting power contracts.
- (4) Any dam or dams, other than the project, in the lower basin shall be constructed, maintained and operated with like purpose and under like conditions, as herein provided for the project, the benefits accruing from any such dam or dams to be controlled by compact between interested states of the lower basin.
- (5) Power from any such other dam or dams shall not be deemed or handled as competitive with power produced by the project in determining charges for power from the project.
- (6) Charges for the storage and delivery of domestic water shall be on an acre foot basis, not less than \$2.00 per acre foot, subject to periodical readjustment, as above stated, for the purpose of keeping such charges on a basis commensurate with the value of the storage and delivery facilities afforded by the project.

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- (7) All water taken from the project for use outside of the river basin, except water diverted for Imperial and Coachella Valleys, shall be deemed to be for domestic use.
- (8) Ample opportunity shall be afforded by the Secretary to interested states to participate, in an advisory way, and to be heard upon all matters of construction, maintenance and operation of the project and in the making of contracts for power and domestic water, to the end that the financial returns from the project to Arizona and Nevada shall be as great as reasonably practicable.
- (9) After repayment of government advances, charges for storage and delivery of water shall cease, and the revenue of the project shall be divided equally between Arizona, Nevada and the Colorado River Basin fund mentioned in the Act.
- (10) The period for Arizona and Nevada to make contracts for electrical energy up to 75,000 H. P., shall be enlarged in five years provided, the party contracting shall assume all obligations to the United States therefor, and release all parties previously obligated.
- (11) The proposed lower basin compact shall express the sense of the signatory states that the Act imposes no interest charge upon the project on account of flood control and, subject to the consent of Congress, that the project should be relieved of any burden of principal or interest on account of flood control.
- (12) The accomplishment of the foregoing intents and purposes shall be effectuated and safeguarded by reasonable interpretations of the Act, or necessary changes therein, to be incorporated in the compact and accepted by Congress.