

1 beneficiary of the upgrade and shall not be considered part of the normal operation, maintenance,
2 repair, or replacement costs.

3 7.3 WCWCD shall prepare a Santa Clara Project Operation, Maintenance, Repair and
4 Replacement Plan (“OMR&R Plan”), contemporaneously with the development of the Ivins
5 Reservoir Recreation Plan required by Subsection 6.4.12(b), no later than 60 days after
6 construction of the Santa Clara Project is complete and provide same to St. George, the Shivwits
7 Band, New Santa Clara, St. George Clara, and Ivins Irrigation for review, comment and approval,
8 provided, however, that no Party shall unreasonably withhold approval. The OMR&R Plan shall
9 include a provision for periodic revisions to the Plan.

10 7.3.1 The OMR&R Plan shall include Standard Operating Procedures that
11 specify the criteria pursuant to which the Santa Clara Project will be operated and maintained to
12 carry out the terms of this Agreement.

13 7.3.2 The OMR&R Plan shall include procedures for determining annual
14 operation, maintenance, repair and replacement costs for all the Santa Clara Project facilities,
15 including facilities to supply supplemental water, scheduling the delivery of water in Average and
16 Below Average Water Years, accounting for inflows into the Gunlock Reservoir, reservoir
17 operations and instream flow releases, dredging requirements at Gunlock Reservoir, coordinating
18 the Santa Clara Project operations and water delivery with the River Commissioner and procedures
19 for performing annual maintenance and repairs.

20 7.3.3 The OMR&R Plan shall describe the detailed process by which WCWCD,
21 or any successor operator of the Santa Clara Project, will consult with the Parties to this
22 Agreement concerning any aspect of implementation of and compliance with this Agreement.

23 7.4 St. George, the Shivwits Band, New Santa Clara, St. George Clara, and Ivins
24 Irrigation shall have the right to inspect the books of the Santa Clara Project.

25 7.5 Operation, maintenance, repair, and replacement costs begin to accrue on the date a
26 Santa Clara Project water user is first notified by the WCWCD, or any successor operator of the
27 Santa Clara Project, that water is available for delivery from the Santa Clara Project. Payment of
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