

2013.57.9.03.14

WINFIELD WATER USERS' ASSOCIATION.

Memorandum as to offer made by J.J. Warren as to settlement of outstanding dispute by letter dated March 9th. 1926.

It is suggested that the following counter proposal be made:

1. All negotiations to be without prejudice and arrangement made to be carried out for the term thereof without prejudice to the legal rights of all parties, payments hereafter made on account of water rates to be without prejudice. Providing the company carries out the terms of the counter proposal no action to be taken through the courts or before the Board of Investigation during the term of the arrangement either to establish appurtenancy or to obtain a lower rate, or by the Company to limit the supply of water.
2. This arrangement to be made between the irrigation Company of the one part, the land company and the water users of the second part and the owners of the Rainbow Ranch of the third part. The intent is that the users recognize only the irrigation company as having any control over the system. The Rainbow Ranch is admitted to the arrangement without prejudice to the claims of the users as to the position of the Ranch under the system and its right to obtain water under an equal priority with the other users.
3. Item 1. of Mr. Warren's proposal to be agreed to providing that there is a definite undertaking to supply all water asked for up to the capacity of the system regardless of whether agreements have been signed or not. The rate is to be at the rate stated in proportion to the amount of water used.
4. Item 2. of Mr. Warren's proposal agreed to.
5. Items 3 and 4 to be transposed but the reserve not to be used for upkeep but for replacements alone, the amount placed into reserve yearly to be decided by the Comptroller of Water Rights on the basis of the independent engineer's report immediately such report is available.
6. Mr. Knight the independent engineer selected by the Comptroller to make his inspection forthwith on the terms agreed upon before the Minister.
7. Operations of the Irrigation Company to be entirely divorced from other operations or the operation of the Land Company. Separate books to be kept by a Water Company Manager to be nominated by the Company and approved by the Comptroller. Such manager to be a duly appointed water bailiff and to be responsible for the system and to have full authority. He is to keep costs down as much as possible.
8. All accounts and books etc. of the irrigation company to be open at all reasonable times for inspection by the Water User's Committee and the Water Branch.
9. If the above rate is to be retroactive to 1925 any surplus on 1925 operation is to be paid into depreciation fund, the Company to satisfy Board of Investigation as to last year's statement.
10. Limitation of acreage to be brought under to be that formerly agreed upon - maximum of 100 acres after 1921
11. Irrigation season to be April 15th. to August 31st.
12. Domestic ~~water~~ water to be supplied at old rate or at a lower flat rate (to be discussed as to arrangement and amount).
13. Discuss matter of domestic rate charge on vacant lots.
14. Rainbow Ranch to be allowed water on this basis during the term without prejudice to legal rights
15. Agreement to be for four years starting January 1st. 1926.
16. This proposal to remain open for two weeks only.
17. If agreement on this basis reached the same to be embodied in an order of the Minister made by consent

possible

interest possible of agreement

copy to settle

1927

limitation of arrangement to be agreed & then regulated

The above terms if satisfactory or with amendments to be forwarded to Mr. Warren in a letter to be prepared by the Committee and Mr. Norris.