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Smith v. Cent. Ariz. Water Conservation Dist., 418 F.3d 1028 (9th Cir. 2005)

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not “chemical wastes,” and thus are not “pollutants” requiring an NPDES permit. The court held that Hagener was not in violation of the CWA because the antimycin discharge did not require an NPDES permit. However, the Ninth Circuit did express that registration and labeling under FIFRA does not necessarily preclude the NPDES permit requirement under the CWA.

Michael Graetz

Smith v. Cent. Ariz. Water Conservation Dist., 418 F.3d 1028 (9th Cir. 2005) (holding the conservation district’s master federal contract and the irrigation districts’ subcontracts precluded landowners’ enforcement of contractual terms as third-party beneficiaries).

Landowners within the Maricopa-Stanfield Irrigation and Drainage District and the Central Arizona Irrigation and Drainage District (“irrigation districts”) brought an action for declaratory relief against the Central Arizona Water Conservation District (“Conservation District”) as third-party beneficiaries to contracts between the Conservation District and the federal government (“master contract”) and the irrigation districts (“subcontracts”), for operation and water delivery under the Colorado Basin River Project Act. The landowners sought to prevent the Conservation District from negotiating new contractual terms to alter the amount of water the irrigation districts, and therefore landowners, received each year. The landowners claimed the Conservation District had obligations, based on vested water rights under both the master and subcontracts, to deliver project water to the irrigation districts for the benefit of the landowners.

The Conservation District removed the case to federal court. The federal district court dismissed the action on summary judgment because the landowners were neither parties to nor third-party beneficiaries of the master contract or subcontracts, and they were therefore unable to enforce contractual terms. The landowners appealed.

The ninth circuit upheld the district court. After review of the master and subcontracts’ language, the appellate court determined that neither contract manifested intent to create third-party beneficiary status for the landowners regarding vested water rights from the irrigation districts. The court reasoned that because the master contract and the subcontracts did not clearly intend to allow third-party beneficiary status to all groups potentially benefited, the contracts did not confer vested rights to agricultural priority water. Consequently, the landowners were merely incidental beneficiaries to the subcontracts without a vested right to the irrigation districts’ water. The appellate court upheld the district court’s dismissal on summary judgment.

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