



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem Oregon 97301-1271
(503) 986-0900
www.wrd.state.or.us

Application for Limited Water Use License

License No.: LL-2002

Applicant Information

NAME <u>North unit Irrigation District</u>		PHONE (HM) <u>541-475-3625</u>	
PHONE (WK)	CELL	FAX <u>541-475-3905</u>	
ADDRESS <u>2024 NW Beech St</u>			
CITY <u>Madras</u>	STATE <u>OR</u>	ZIP <u>97741</u>	E-MAIL * <u>jbailey@northunitid.com</u>

Agent Information

NAME		PHONE		FAX
ADDRESS			CELL	
CITY	STATE	ZIP	E-MAIL *	

I (We) make application for a Limited License to use the following described surface waters or groundwater – not otherwise exempt, or to use stored water for a use of a short-term or fixed-duration:

1. SOURCE(S) OF WATER: Prineville Res. a tributary of Deschutes River
2. AMOUNT OF WATER to be diverted;
Maximum and instantaneous rate (cubic feet or gallons per minute): 15-144 CFS
Total volume annually (gallons or acre-feet): 10,000. If water is to be used from more than one source, give the quantity from each:

3. INTENDED USE(S) OF WATER: (check all that apply)

- ☐ Road construction or maintenance
☐ General construction
☐ Forestland and rangeland management; or
☒ Other: Irrigation

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4. IF THE INTENDED USE OF WATER IS FOR IRRIGATION, ONE OF THE FOLLOWING MUST APPLY: (check one of the following)

- ☐ Irrigation if the sole purpose of the use is to provide water necessary to establish a crop for which no further irrigation will be required after the crop is established. ORS 537.143 (6)(a).
☒ Irrigation if the use of water under the limited license is for the use of stored water consistent with the purposes for which the stored water is authorized and the use of water is authorized by a contract between the user and a local, state or federal government. ORS 537.143 (9).

5. DESCRIPTION OF PROPOSED PROJECT: Include a description of the place of use as shown on the accompanying site map, the method of water diversion, the type of equipment to be used (including pump horsepower, if applicable), length and dimensions of supply ditches and pipelines:
6. PROJECT SCHEDULE: (List day, month, and year)
Date water use will begin: April 1, 2025
Date water use will be completed: October 31, 2025
Months of the year water would be diverted and used: April - October



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- SOURCE(S) OF WATER:** Prineville Res. a tributary of Deschutes River
- AMOUNT OF WATER** to be diverted;
Maximum and instantaneous rate (cubic feet or gallons per minute): 15-20 CFS
Total volume annually (gallons or acre-feet): _____. If water is to be used from more than one source, give the quantity from each: _____
- INTENDED USE(S) OF WATER:** (check all that apply)
☐ Road construction or maintenance
☐ General construction
☐ Forestland and rangeland management; or
☒ Other: Irrigation
- IF THE INTENDED USE OF WATER IS FOR IRRIGATION, ONE OF THE FOLLOWING MUST APPLY:** (check one of the following)
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Superseded

If for other than irrigation from stored water, how and where will water be discharged after use:

Joshua Bailey
Applicant Signature

Joshua Bailey
Print Name and title if applicable

4/10/25
Date

PLEASE READ CAREFULLY

NOTE: A completed water availability statement from the local watermaster, Land Use Information Form completed by the local Planning Department, fees and site map meeting the requirements of OAR 690-340-030 must accompany this request. The fee for this request is **\$280** for the first point of diversion plus **\$30** for each additional point of diversion. Please review the Department's fee schedule to view fees required to request a limited license for Aquifer Storage and Recovery testing purposes or for Artificial Groundwater Recharge testing purposes.

Failure to provide any of the required information will result in return of your application. The license, if granted, will not be issued or replaced by a new license for a period of more than five consecutive years. The license, if granted, will be subordinate to all other authorized uses that rely upon the same source, or water affected by the source, and may be revoked at any time it is determined the use causes injury to any other water right or minimum perennial streamflow.

If water source is well, well logs or adequate information for the Department to determine aquifer, well depth, well seal and open interval, etc. are required. The licensee shall indicate the intended aquifer. If for multiple wells, each map location shall be clearly tied to a well log.

If a limited license is approved, the licensee shall give notice to the Department (Watermaster) at least 15 days in advance of using the water under the Limited License and shall maintain a record of use. The record of use shall include, but need not be limited to, an estimate of the amount of water used, the period of use and the categories of beneficial use to which the water is applied. During the period of the Limited License, the record of use shall be available for review by the Department upon request.

Mapping Requirements (OAR 690-340-0030):

- (1) A request for a limited license shall be submitted on a form provided by the Water Resources Department, and shall be accompanied by the following:
 - a. A site map of reproducible quality, drawn to a standard, even scale of not less than 2 inches = 1 mile, showing:
 - i. The locations of all proposed points of diversion referenced by coordinates or by bearing and distance to the nearest established or projected public land survey corner;
 - ii. The general course of the source for the proposed use, if applicable;
 - iii. Other topographical features such as roads, streams, railroads, etc., which may be helpful in locating the diversion points in the field.

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This page to be completed by the local Watermaster.

WATER AVAILABILITY STATEMENT

Name of Applicant: North Unit ID Limited License Number: LL-2002

1. To your knowledge, has the stream or basin that is the source for this application ever been regulated for prior rights?

☒ Yes ☐ No

If yes, please explain:

We regulate back the natural Flow every Season and monitor the stored water accounts.

2. Based on your observations, would there be water available in the quantity and at the times needed to supply the use proposed by this application?

☒ Yes ☐ No

3. Do you observe this stream system during regular fieldwork?

☒ Yes ☐ No

If yes, what are your observations for the stream?

Natural Flow of the Crooked River drops to zero every summer so we keep accounting on usage on the stored water accounts, like this one.

4. If the source is a well and if WRD were to determine that there is the potential for substantial interference with nearby surface water sources, would there still be ground water and surface water available during the time requested and in the amount requested without injury to existing water rights?

☒ Yes ☐ No ☐ N/A

What would you recommend for conditions on a limited license that may be issued approving this application?

VOID to work with the District 24 Watermaster on stored account releases and track those Appropriations at the Pumps diversion.

5. Any other recommendations you would like to make?

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Signature

WM District #: 11

Date: 3-18-25

Land Use Information Form



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725 Summer Street NE, Suite A
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(503) 986-0900
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NOTE TO APPLICANTS

In order for your application to be processed by the Oregon Water Resources Department (OWRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be diverted, conveyed, used, and developed. The planning official may choose to complete the form while you wait or return the "Receipt Acknowledging Request for Land Use Information" to you. Applications received by OWRD without the Land Use Information Form, or the signed receipt, will be returned to you. **IMPORTANT:** Please note that while OWRD can accept a signed receipt as part of intake for an application for a new permit to use or store water, a completed Land Use Information Form is required for OWRD's acceptance of all other applications. Please be aware that your application cannot be approved without land use approval.

This form is **NOT** required if:

- 1) Water is to be diverted, conveyed, and used on federal lands only; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and all of the following apply:
 - a. The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b. The application involves a change in place of use only;
 - c. The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
 - d. The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for a new water right or modifying an existing water right. The Oregon Water Resources Department (OWRD) requires applicants to obtain land use information to ensure the water right does not result in land uses that are incompatible with your comprehensive plan. Please complete the form and return it to the applicant for inclusion in their application. **NOTE:** For new water right applications only, if you are unable to complete this form while the applicant waits, you may complete the "Receipt Acknowledging Request for Land Use Information" and return it to the applicant.

You will receive notice via OWRD's weekly Public Notice once the applicant formally submits their request to OWRD. The notice will give more information about OWRD's water right process and provide additional comment opportunities. If you previously only completed the receipt for an application for a new permit to use or store water, you will have 30 days from the Public Notice date to complete the Land Use Information Form and return it to OWRD. Your attention to this request for information is greatly appreciated. If you have questions concerning this form, please contact OWRD's Customer Service Group at 503-986-0900 or WRD_DL_customerservice@water.oregon.gov.

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Land Use Information Form



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MAILING ADDRESS <i>2024 NW Beech St</i>			
CITY <i>Madras</i>	STATE <i>OR</i>	ZIP <i>97741</i>	EMAIL <i>jbailey@northunitid.com</i>

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts, may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:	Proposed Land Use:
<i>17</i>	<i>16</i>	<i>10</i>	<i>SENE</i>	<i>100</i>	<i>Ag Irrig. Jefferson County</i>	<input checked="" type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	<i>Irrigation</i>
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Water to be used in Jefferson County for Agricultural Purpose

NOTE: A separate Land Use Information Form must be completed and submitted for each county and city, as applicable.

B. Description of Proposed Use

Type of application to be filed with the Oregon Water Resources Department:

- ☐ Permit to Use or Store Water ☐ Water Right Transfer ☐ Permit Amendment or Ground Water Registration Modification
☒ Limited Water Use License ☐ Exchange of Water ☐ Allocation of Conserved Water

Source of water: ☒ Reservoir/Pond ☐ Ground Water ☐ Surface Water (name) _____

Estimated quantity of water needed: *10,000* ☐ cubic feet per second ☐ gallons per minute ☒ acre-feet

Intended use of water: ☒ Irrigation ☐ Commercial ☐ Industrial ☐ Domestic for _____ household(s)
☐ Municipal ☐ Quasi-Municipal ☐ Instream ☐ Other _____

Briefly describe:

Irrigation within North Unit Irrigation District.

Note to applicant: For new water right applications only, if the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt on the bottom of page 4 and include it with the application filed with the Oregon Water Resources Department.

See Page 4 ➔

For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- ☒ Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): _____
- ☐ Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) If approvals have been obtained but all appeal periods have not ended, check "Being pursued."

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

Name: Jeff Rasmussen Title: County Admin Officer
Signature: [Signature] Phone: 541-475-2449 Date: 3/20/25
Government Entity: Jefferson County

Note to local government representative: Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

Receipt for Request for Land Use Information

Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

NORTH UNIT IRRIGATION DISTRICT
Jefferson County, Oregon

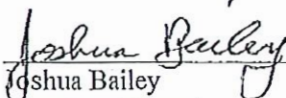
RESOLUTION NO. 2025-03

A Resolution Authorizing a Temporary Water Service Contract between the United States of America and North Unit Irrigation District for Irrigation Water Service

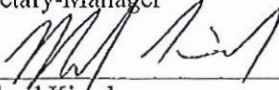
WHEREAS: On the 11th day of March 2025, the Board of Directors of the North Unit Irrigation District discussed the draft "Temporary Water Service Contract" between the United States of America ("United States") and the North Unit Irrigation District for irrigation water service for the 2025 irrigation season (Contract No. 259E102262) (referred to herein as the "2025 TWSC," a copy of which is attached hereto and incorporated herein as Attachment A); and

WHEREAS: The Board, having fully reviewed the 2025 TWSC, and having fully discussed the contents therein, and upon motion being made, duly seconded, and unanimously approved.

IT IS HEREBY RESOLVED THAT THE NORTH UNIT IRRIGATION DISTRICT HEREBY AGREES TO THE TERMS OF THE 2025 TWSC, AND FURTHER AGREES TO ANY MINOR TECHNICAL REVISIONS TO THE 2025 TWSC (SUCH AS THE CORRECTION OF ANY TYPOGRAPHICAL, PUNCTUATION, SPACING, OR SIMILAR ERRORS) THAT MAY BE MADE UPON FINAL APPROVAL BY THE UNITED STATES AND WHICH ARE APPROVED BY JOSHUA BAILEY, SECRETARY-MANAGER, AND FURTHER AUTHORIZES MICHAEL KIRSCH, CHAIR OF THE NORTH UNIT IRRIGATION DISTRICT BOARD OF DIRECTORS, AND JOSHUA BAILEY, SECRETARY-MANAGER, TO SIGN AND ATTEST TO THE 2025 TWSC (INCLUDING ANY TECHNICAL CORRECTIONS PROPOSED AND APPROVED OF, AS DESCRIBED ABOVE) ON BEHALF OF NORTH UNIT IRRIGATION DISTRICT AND DIRECT NORTH UNIT IRRIGATION DISTRICT TO PAY UP TO \$48,029 TO THE UNITED STATES PURSUANT TO THE CONTRACT.



Joshua Bailey
Secretary-Manager



Michael Kirsch
Chair

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Reference Date: _____
Contract No. 259E102262

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Crooked River Project, Oregon, Prineville Reservoir

TEMPORARY WATER SERVICE CONTRACT BETWEEN THE
UNITED STATES OF AMERICA AND THE NORTH UNIT IRRIGATION DISTRICT
FOR IRRIGATION WATER SERVICE

THIS CONTRACT, is made pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, specifically the Act of August 6, 1956 (70 Stat. 1058), and section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 6(a)(3) of the Act of December 18, 2014 (P.L. 113-244), all of which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and the NORTH UNIT IRRIGATION DISTRICT located at Madras, Oregon, hereinafter referred to as the Contractor;

1. EXPLANATORY RECITALS

1.1 The United States has constructed Prineville Reservoir as a feature of the Crooked River Project, Oregon, which has impounded therein a quantity of water that can be used for irrigation of land and has appropriated the use of such water pursuant to the laws of the State of Oregon; and

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1.2 The Crooked River Collaborative Water Security and Jobs Act of 2014, Pub. Law 113-244 provides that Reclamation may contract with the Contractor for up to 10,000 acre-feet from Prineville Reservoir pursuant to Temporary Water Service Contracts.

1.3 The Contractor made a written request to Reclamation to contract for 10,000 acre-feet of storage water from Prineville Reservoir during the 2025 year. Environmental Compliance has been met with Categorical Exclusion Checklist CPN-BFO-CE-2024-030.

The United States and the Contractor therefore agree as follows:

TERM OF CONTRACT

2. This contract becomes effective on the date of the signature of the last signatory party herein, and will continue through December 31, 2025, unless sooner terminated in accordance with Article 6 or by agreement of the parties. It is understood that this contract cannot be renewed.

DELIVERY OF WATER

3.1 Reclamation will deliver 10,000 acre-ft, if available, upon request by the Contractor.

3.2 Water shall be made available and measured by the United States to the Contractor at the outlet works of Prineville Reservoir. The Contractor shall receive the water at that point and shall be wholly responsible for diverting, conveying, and utilizing any water under this contract.

3.3 All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

PAYMENT

4.1 The charge for the water under this contract is \$5.00 per acre-ft. The contractor is due a credit for 394.2 acre-ft of unused water for 2024. Therefore, the contractor shall pay \$48,029 to the United States, at the time of execution of this contract, entitling the contractor to 10,000 acre-ft of water delivery.

4.2 In the event some portion of the 10,000 acre-feet is not available to, or required by, the Contractor in 2025, the Contracting Officer will either refund or credit, at the Contracting Officer's discretion, a portion of the water service payment based on the actual amounts of water delivered to the Contractor.

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4.3 All payments from the Contractor to the United States under this contract shall be made by the medium requested by the United States. The required medium of payment may include checks, wire transfers, or other types of payment specified by the United States. Except when otherwise specified by the United States, all payments shall be made by check. Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 10 of this contract.

USE OF WATER

5.1 Water furnished under this contract shall be used by the Contractor to irrigate lands that have previously been irrigated and are irrigable lands or for domestic or livestock watering within the service area of the North Unit Irrigation District, Deschutes Project, Oregon. Water shall not be sold or used for other purposes. The Contractor further agrees to comply with all applicable Federal, State, and local laws regarding water use under this contract.

5.2 The Contractor shall secure from the State of Oregon any needed permits governing the diversion and use of water hereunder. The Contractor shall be responsible for the cost of any fees, permits, and administrative costs charged by the State of Oregon. All diversions shall be subject to the jurisdiction of the State official in charge of distribution of the waters of the river from which the diversion is made.

TERMINATION OF CONTRACT

6. This contract shall be terminated, and water service hereunder shall cease, at the option of the United States at any time upon failure of the Contractor to abide by any notice, order, rule, or regulation of the United States and the State of Oregon now or hereafter established effecting water service hereunder.

DISCLAIMER

7.1 No provision of this contract nor the furnishing of water hereunder will be construed to bind the United States or the State of Oregon after the expiration of this contract as the basis for a future temporary or permanent water right.

7.2 The United States has no responsibility for the carriage, protection, distribution, or delivery of water beyond the designated point of delivery and will not be held responsible for any acts or omissions of the Contractor's agents or of other persons to whom water is furnished.

7.3 Nothing herein shall foreclose Reclamation from developing or implementing any action required by section 7(a)(2), or section 9 of the Endangered Species Act.

CONSTRAINTS ON THE AVAILABILITY OF WATER

8.1 In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

8.2 If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

9. The parties agree that the delivery of irrigation water or use of Federal facilities pursuant to this contract is subject to Federal reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa, *et seq.*), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

NOTICES

10. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, Columbia-Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Contractor at North Unit Irrigation District, 2024 NW Beech Street, Madras, Oregon 97741-9484. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

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GENERAL PROVISIONS

11. This contract is subject to the General Provisions attached hereto and by this reference made a part thereof. The full text of these articles is attached as Exhibit A and is hereby made a part of the contract.

- a. Contingent on Appropriation or Allotment of Funds
- b. Officials Not To Benefit
- c. Assignment Limited--Successors and Assigns Obligated
- d. Books, Records, and Reports
- e. Administration of Federal Project Lands
- f. Protection of Water and Air Quality
- g. Contamination or Pollution of Federal Property
- h. Equal Employment Opportunity
- i. Compliance with Civil Rights Laws and Regulations
- j. Privacy Act Compliance
- k. Pest Management
- l. Contract Drafting Considerations

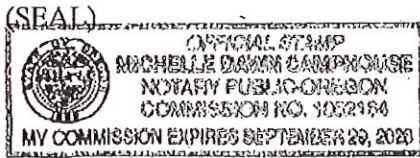
IN WITNESS WHEREOF, the parties hereto have signed their names as of the day

and year first above written.

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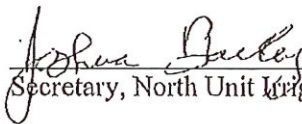
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NORTH UNIT IRRIGATION DISTRICT




Chairman

ATTEST:


Secretary, North Unit Irrigation District

THE UNITED STATES OF AMERICA

JENNIFER
By CARRINGTON
Regionally signed by
JENNIFER CARRINGTON
Date: 2025.04.09 07:13:22
-06'00'
Regional Director, PN Region
Bureau of Reclamation
1150 N. Curtis Road
Boise, ID 83706-1234

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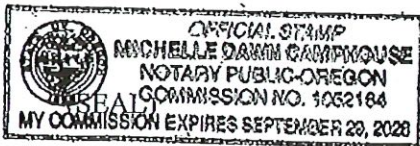
STATE OF OREGON)

: SS

County of Jefferson)

On this 30th day of April, 2025, before me, Michelle Campbell
a Notary Public, personally appeared Michael Kirsch and
_____, known to me to be, respectively, the Chairman
and Secretary, of the NORTH UNIT IRRIGATION DISTRICT, and the persons who executed the
within instrument and acknowledged to me that the NORTH UNIT IRRIGATION DISTRICT
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as
of the day and year first above written:



Michelle Campbell
Notary Public in and for the
State of OREGON

Residing at: 2024 SW Beech St. Madras, OR 97741
My commission expires: 09/29/2028

STATE OF IDAHO)

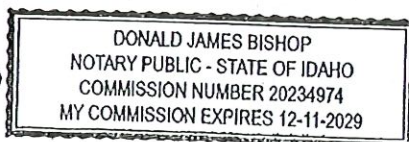
: SS

County of Ada)

On this 9th day of April, 2025, personally appeared before me
Jennifer S. Carrington, known to me to be the official of the United States of America
that executed the within and foregoing instrument and acknowledged said instrument to be the free
and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and
on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of
the day and year first above written.

(SEAL)



Donald James Bishop
Notary Public in and for the
State of IDAHO

Residing at: Boise, ID
My commission expires: 12/11/29

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EXHIBIT A

GENERAL PROVISIONS – CROOKED RIVER BASIN PROJECT

The Contractor, as referred to in the following Standard Contract Articles, shall be the North Unit Irrigation District.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

(a) The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

(b) No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

(c) The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

BOOKS, RECORDS, AND REPORTS

(d) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including the Contractor's financial transactions; water supply data; water use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

ADMINISTRATION OF FEDERAL PROJECT LANDS

(e) The lands and interests in lands acquired, withdrawn, or reserved and needed by the United States for the purposes of care, operation, and maintenance of Federal project works may be used by the Contractor for such purposes. The Contractor shall ensure that no unauthorized encroachment occurs on Federal project lands and rights-of-way. The Contractor does not have the authority to issue any land-use agreement or grant that conveys an interest in Federal real property, nor to lease or dispose of any interest of the United States.

PROTECTION OF WATER AND AIR QUALITY

(f) (1) Project facilities used to make available and deliver water to the Contractor shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: *Provided, That* the United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(2) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within the Contractor's Project Water Service Area.

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(3) This article shall not affect or alter any legal obligations of the Secretary of the Interior to provide drainage or other discharge services.

CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

(g) (1) The Contractor shall not allow contamination or pollution of Federal project lands, project waters, or project works of the United States or administered by the United States and for which the Contractor has the responsibility for care, operation, and maintenance by its employees or agents. The Contractor shall also take reasonable precautions to prevent such contamination or pollution by third parties.

(2) The Contractor shall comply with all applicable Federal, State, and local laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal project lands, project waters, or project works.

(3) "Hazardous material" means (1) any substance falling within the definition of "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, State, local or Tribal law.

(4) Upon discovery of any event which may or does result in contamination or pollution of Federal project lands, project water, or project works, the Contractor shall immediately undertake all measures necessary to protect public health and the environment, including measures necessary to contain or abate any such contamination or pollution, and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a nonemergency.

(5) If violation of the provisions of this Article occurs and the Contractor does not take immediate corrective action, as determined by the Contracting Officer, the Contractor may be subject to remedies imposed by the Contracting Officer, which may include termination of this contract.

(6) The Contractor shall be liable for any response action or corrective measure necessary to protect public health and the environment or to restore Federal project lands, project waters, or project works that are adversely affected as a result of such violation, and for all costs, penalties or other sanctions that are imposed for violation of any Federal [State, local] or Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting Officer, the United States may also terminate this Contract as a result of such violation.

(7) The contractor shall defend, indemnify, protect and save the United States harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to contractor's violation of this article.

(8) Reclamation agrees to provide information necessary for the Contractor, using reasonable diligence, to comply with the provisions of this Article.

EQUAL EMPLOYMENT OPPORTUNITY

(h) During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of EO No. 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(i) (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(4) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

PRIVACY ACT COMPLIANCE

(j) (1) The Contractor shall comply with the Privacy Act of 1974 (Privacy Act) (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act (43 C.F.R. § 2.45, et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43 C.F.R. § 426.18.

(2) With respect to the application and administration of the criminal penalty provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's employees who are responsible for maintaining the certification and reporting records referenced in paragraph (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. § 552a(m).

(3) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Department of the Interior Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

(4) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager responsible for making decisions on denials pursuant to 43 C.F.R. §§ 2.61 and 2.64 and amendment requests pursuant to 43 C.F.R. § 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

(5) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 C.F.R. § 2.64 and each request for amendment of records filed under 43 C.F.R. § 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 C.F.R. § 426.18 unless the requester elects to cite the Privacy Act as authority for the request.

PEST MANAGEMENT

(k) (1) The Contractor is responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this contract.

(2) The Contractor is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as defined by the Contracting Officer, on or in Federal project lands, Federal project waters, and Federal project works for which and to the extent that the Contractor has operation and maintenance responsibility. The Contractor is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles and equipment onto any Federal land or out of any area on Federal project land where work is performed.

(3) Where decontamination is required prior to entering Federal project land, it shall be performed at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes. Upon the completion of work, the Contractor will perform any required decontamination within the work area before moving the vehicles and equipment from Federal project lands.

(4) Programs for the control of undesirable plants and animals on Federal project lands, and in Federal project waters and Federal project works for which the Contractor has operation and maintenance responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, the Contractor will adhere to applicable Federal and State laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals,

including but not limited to, the Department of the Interior Manual, Part 609 Weed Control Program, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

CONTRACT DRAFTING CONSIDERATIONS

(I) This Contract has been, negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 10 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

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PUBLIC LAW 113-244—DEC. 18, 2014

CROOKED RIVER COLLABORATIVE WATER
SECURITY AND JOBS ACT OF 2014

HL-2002

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Public Law 113-244
113th Congress

An Act

Dec. 18, 2014
[H.R. 2640]

To amend the Wild and Scenic Rivers Act to adjust the Crooked River boundary, to provide water certainty for the City of Prineville, Oregon, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Crooked River
Collaborative
Water Security
and Jobs Act
of 2014.
16 USC 1271
note.

SECTION 1. SHORT TITLE.

This Act may be cited as the “Crooked River Collaborative Water Security and Jobs Act of 2014”.

SEC. 2. WILD AND SCENIC RIVER; CROOKED, OREGON.

Section 3(a) of the Wild and Scenic Rivers Act (16 U.S.C. 1274(a)) is amended by striking paragraph (72) and inserting the following:

“(72) CROOKED, OREGON.—

“(A) IN GENERAL.—The 14.75-mile segment from the National Grassland boundary to Dry Creek, to be administered by the Secretary of the Interior in the following classes:

“(i) The 7-mile segment from the National Grassland boundary to River Mile 8 south of Opal Spring, as a recreational river.

“(ii) The 7.75-mile segment from a point ¼-mile downstream from the center crest of Bowman Dam, as a recreational river.

“(B) HYDROPOWER.—In any license or lease of power privilege application relating to non-Federal hydropower development (including turbines and appurtenant facilities) at Bowman Dam, the applicant, in consultation with the Director of the Bureau of Land Management, shall—

“(i) analyze any impacts to the scenic, recreational, and fishery resource values of the Crooked River from the center crest of Bowman Dam to a point ¼-mile downstream that may be caused by the proposed hydropower development, including the future need to undertake routine and emergency repairs;

“(ii) propose measures to minimize and mitigate any impacts analyzed under clause (i); and

“(iii) propose designs and measures to ensure that any access facilities associated with hydropower development at Bowman Dam shall not impede the free-flowing nature of the Crooked River below Bowman Dam.”.

Contracts.
Consultation.

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SEC. 3. CITY OF PRINEVILLE WATER SUPPLY.

43 USC 615i.

Section 4 of the Act of August 6, 1956 (70 Stat. 1058; 73 Stat. 554; 78 Stat. 954) is amended—

(1) by striking “SEC. 4. In order” and inserting the following:

“SEC. 4. CITY OF PRINEVILLE WATER SUPPLY.

“(a) IN GENERAL.—In order”;

(2) in subsection (a) (as so designated), by striking “during those months” and all that follows through “purpose of the project”; and

(3) by adding at the end the following:

“(b) ANNUAL RELEASE.—

“(1) IN GENERAL.—Without further action by the Secretary of the Interior, beginning on the date of enactment of the Crooked River Collaborative Water Security and Jobs Act of 2014, 5,100 acre-feet of water shall be annually released from the project to serve as mitigation for City of Prineville groundwater pumping, pursuant to and in a manner consistent with Oregon State law, including any shaping of the release of the water.

Effective date.

“(2) PAYMENTS.—The City of Prineville shall make payments to the Secretary of the Interior for the water released under paragraph (1), in accordance with applicable Bureau of Reclamation policies, directives, and standards.

“(c) ADDITIONAL QUANTITIES.—Consistent with the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.), and other applicable Federal laws, the Secretary of the Interior may contract exclusively with the City of Prineville for additional quantities of water, at the request of the City of Prineville.”.

SEC. 4. ADDITIONAL PROVISIONS.

The Act of August 6, 1956 (70 Stat. 1058; 73 Stat. 554; 78 Stat. 954), is amended by adding at the end the following:

“SEC. 6. FIRST FILL STORAGE AND RELEASE.

“(a) IN GENERAL.—Other than the 10 cubic feet per second release provided for in section 4, and subject to compliance with the flood curve requirements of the Corps of Engineers, the Secretary shall, on a ‘first fill’ priority basis, store in and when called for in any year release from Prineville Reservoir, whether from carryover, infill, or a combination of both, the following:

“(1) Not more than 68,273 acre-feet of water annually to fulfill all 16 Bureau of Reclamation contracts existing as of January 1, 2011.

“(2) Not more than 2,740 acre-feet of water annually to supply the McKay Creek land, in accordance with section 5 of the Crooked River Collaborative Water Security and Jobs Act of 2014.

“(3) Not more than 10,000 acre-feet of water annually, to be made available first to the North Unit Irrigation District, and subsequently to any other holders of Reclamation contracts existing as of January 1, 2011 (in that order) pursuant to Temporary Water Service Contracts, on the request of the North Unit Irrigation District or the contract holders, consistent with the same terms and conditions as prior such contracts between the Bureau of Reclamation and District or contract holders, as applicable.

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"(4) Not more than 5,100 acre-feet of water annually to mitigate the City of Prineville groundwater pumping under section 4, with the release of this water to occur not based on an annual call, but instead pursuant to section 4 and the release schedule developed pursuant to section 7(b).

"(b) CARRYOVER.—Except for water that may be called for and released after the end of the irrigation season (either as City of Prineville groundwater pumping mitigation or as a voluntary release, in accordance with section 4 of this Act and section 6(c) of the Crooked River Collaborative Water Security and Jobs Act of 2014, respectively), any water stored under this section that is not called for and released by the end of the irrigation season in a given year shall be—

Time period.

"(1) carried over to the subsequent water year, which, for accounting purposes, shall be considered to be the 1-year period beginning October 1 and ending September 30, consistent with Oregon State law; and

"(2) accounted for as part of the 'first fill' storage quantities of the subsequent water year, but not to exceed the maximum 'first fill' storage quantities described in subsection (a).

"SEC. 7. STORAGE AND RELEASE OF REMAINING STORED WATER QUANTITIES.

"(a) AUTHORIZATION.—

"(1) IN GENERAL.—The Secretary shall store in and release from Prineville Reservoir sufficient quantities of remaining stored quantities to be released pursuant to the annual release schedule under subsection (b) and to provide instream flows consistent, to the maximum extent practicable, with the recommendations for in-channel strategies in the plan prepared by the Northwest Power and Conservation Council entitled 'Deschutes Subbasin Plan' and dated March 24, 2005, for flow between Bowman Dam and Lake Billy Chinook.

"(2) REQUIREMENTS.—In calculating the quantity of released water under paragraph (1), the Secretary shall—

Compliance.

"(A) comply with the flood curve requirements of the Corps of Engineers; and

"(B) credit toward the requirements of paragraph (1) the instream flow benefits provided by—

"(i) the quantities released under section 4;

"(ii) the 'first fill' quantities released under section 6; and

"(iii) any quantities released to comply with the flood curve requirements of the Corps of Engineers.

"(3) USE OF UNCONTRACTED WATER.—If a consultation conducted under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) or an order of a court in a proceeding under that Act requires releases of stored water from Prineville Reservoir for fish and wildlife downstream of Bowman Dam, the Secretary shall use uncontracted water under paragraph (1).

"(4) STATE WATER LAW.—All releases and downstream uses authorized under paragraph (1) shall be in accordance with Oregon State water law.

Consultation.

"(b) ANNUAL RELEASE SCHEDULE.—The Commissioner of Reclamation, in consultation with the Assistant Administrator of Fisheries of the National Marine Fisheries Service and the Director of the United States Fish and Wildlife Service, shall develop annual

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release schedules for the remaining stored water quantities (including the quantities described in subsection (a) and the water serving as mitigation for City of Prineville groundwater pumping pursuant to section 4) that maximizes, to the maximum extent practicable, benefits to downstream fish and wildlife.

“(c) CARRYOVER.—Any water stored under subsection (a) in 1 water year that is not released during the water year—

“(1) shall be carried over to the subsequent water year; and

“(2)(A) may be released for downstream fish and wildlife resources, consistent with subsection (b), until the reservoir reaches maximum capacity in the subsequent water year; and

“(B) once the reservoir reaches maximum capacity under subparagraph (A), shall be credited to the ‘first fill’ storage quantities, but not to exceed the maximum ‘first fill’ storage quantities described in section 6(a).

“(d) EFFECT.—Nothing in this section affects the authority of the Commissioner of Reclamation to perform all other traditional and routine activities associated with the Crooked River Project.

“SEC. 8. RESERVOIR LEVELS.

“The Commissioner of Reclamation shall—

“(1) project reservoir water levels over the course of the year; and

“(2) make the projections under paragraph (1) available to—

“(A) the public (including fisheries groups, recreation interests, and municipal and irrigation stakeholders);

“(B) the Assistant Administrator of Fisheries of the National Marine Fisheries Service; and

“(C) the Director of the United States Fish and Wildlife Service.

Public
information.

“SEC. 9. EFFECT.

“Except as otherwise provided in this Act, nothing in this Act—

“(1) modifies contractual rights that may exist between contractors and the United States under Reclamation contracts;

“(2) amends or reopens contracts referred to in paragraph (1); or

“(3) modifies any rights, obligations, or requirements that may be provided or governed by Federal or Oregon State law.”.

SEC. 5. OCHOCO IRRIGATION DISTRICT.

(a) EARLY REPAYMENT.—

(1) IN GENERAL.—Notwithstanding section 213 of the Reclamation Reform Act of 1982 (43 U.S.C. 390mm), any landowner within Ochoco Irrigation District, Oregon (referred to in this section as the “district”), may repay, at any time, the construction costs of the project facilities allocated to the land of the landowner within the district.

(2) EXEMPTION FROM LIMITATIONS.—Upon discharge, in full, of the obligation for repayment of the construction costs allocated to all land of the landowner in the district, the land shall not be subject to the ownership and full-cost pricing limitations of Federal reclamation law (the Act of June 17, 1902 (32 Stat. 388, chapter 1093), and Acts supplemental to and amendatory of that Act (43 U.S.C. 371 et seq.)).

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(b) CERTIFICATION.—Upon the request of a landowner who has repaid, in full, the construction costs of the project facilities allocated to the land of the landowner within the district, the Secretary of the Interior shall provide the certification described in section 213(b)(1) of the Reclamation Reform Act of 1982 (43 U.S.C. 390mm(b)(1)).

(c) CONTRACT AMENDMENT.—On approval of the district directors and notwithstanding project authorizing authority to the contrary, the Reclamation contracts of the district are modified, without further action by the Secretary of the Interior—

(1) to authorize the use of water for instream purposes, including fish or wildlife purposes, in order for the district to engage in, or take advantage of, conserved water projects and temporary instream leasing as authorized by Oregon State law;

(2) to include within the district boundary approximately 2,742 acres in the vicinity of McKay Creek, resulting in a total of approximately 44,937 acres within the district boundary;

(3) to classify as irrigable approximately 685 acres within the approximately 2,742 acres of included land in the vicinity of McKay Creek, with those approximately 685 acres authorized to receive irrigation water pursuant to water rights issued by the State of Oregon if the acres have in the past received water pursuant to State water rights; and

(4) to provide the district with stored water from Prineville Reservoir for purposes of supplying up to the approximately 685 acres of land added within the district boundary and classified as irrigable under paragraphs (2) and (3), with the stored water to be supplied on an acre-per-acre basis contingent on the transfer of existing appurtenant McKay Creek water rights to instream use and the issuance of water rights by the State of Oregon for the use of stored water.

(d) LIMITATION.—Except as otherwise provided in subsections (a) and (c), nothing in this section—

(1) modifies contractual rights that may exist between the district and the United States under the Reclamation contracts of the district;

(2) amends or reopens the contracts referred to in paragraph (1); or

(3) modifies any rights, obligations, or relationships that may exist between the district and any owner of land within the district, as may be provided or governed by Federal or Oregon State law.

SEC. 6. DRY-YEAR MANAGEMENT PLANNING AND VOLUNTARY RELEASES.

Native
Americans.

(a) PARTICIPATION IN DRY-YEAR MANAGEMENT PLANNING MEETINGS.—The Bureau of Reclamation shall participate in dry-year management planning meetings with the State of Oregon, the Confederated Tribes of the Warm Springs Reservation of Oregon, municipal, agricultural, conservation, recreation, and other interested stakeholders to plan for dry-year conditions.

Deadlines.

(b) DRY-YEAR MANAGEMENT PLAN.—

(1) IN GENERAL.—Not later than 3 years after the date of enactment of this Act, the Bureau of Reclamation shall

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develop a dry-year management plan in coordination with the participants referred to in subsection (a).

(2) REQUIREMENTS.—The plan developed under paragraph (1) shall only recommend strategies, measures, and actions that the irrigation districts and other Bureau of Reclamation contract holders voluntarily agree to implement.

(3) LIMITATIONS.—Nothing in the plan developed under paragraph (1) shall be mandatory or self-implementing.

(c) VOLUNTARY RELEASE.—In any year, if North Unit Irrigation District or other eligible Bureau of Reclamation contract holders have not initiated contracting with the Bureau of Reclamation for any quantity of the 10,000 acre feet of water described in subsection (a)(3) of section 6 of the Act of August 6, 1956 (70 Stat. 1058) (as added by section 4), by June 1 of any calendar year, with the voluntary agreement of North Unit Irrigation District and other Bureau of Reclamation contract holders referred to in that paragraph, the Secretary may release that quantity of water for the benefit of downstream fish and wildlife as described in section 7 of that Act.

Contracts.
Deadline.

SEC. 7. HYDROPOWER DECISION.

Not later than 3 years after the date of enactment of this Act, the Commissioner of Reclamation shall determine the applicability of the jurisdiction of the Commissioner of Reclamation to non-Federal hydropower development pursuant to—

Deadline.
Determination.

(1) the Memorandum of Understanding between the Federal Energy Regulatory Commission and the Bureau of Reclamation, Department of the Interior, entitled "Establishment of Processes for the Early Resolution of Issues Related to the Timely Development of Non-Federal Hydroelectric power at the Bureau of Reclamation Facilities" and signed November 6, 1992 (58 Fed. Reg. 3269); or

(2) any memorandum of understanding that is subsequent or related to the memorandum of understanding described in paragraph (1).

SEC. 8. RELATION TO EXISTING LAWS AND STATUTORY OBLIGATIONS.

16 USC 1274
note.

Nothing in this Act (or an amendment made by this Act)—

(1) provides to the Secretary the authority to store and release the "first fill" quantities provided for in section 6 of the Act of August 6, 1956 (70 Stat. 1058) (as added by section 4) for any purposes other than the purposes provided for in that section, except for—

(A) the potential instream use resulting from conserved water projects and temporary instream leasing as provided for in section 5(c)(1);

(B) the potential release of additional amounts that may result from voluntary actions agreed to through the dry-year management plan developed under section 6(b); and

(C) the potential release of the 10,000 acre feet for downstream fish and wildlife as provided for in section 6(c); or

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128 STAT. 2870

PUBLIC LAW 113-244—DEC. 18, 2014

(2) alters any responsibilities under Oregon State law or Federal law, including section 7 of the Endangered Species Act (16 U.S.C. 1536).

Approved December 18, 2014.

LEGISLATIVE HISTORY—H.R. 2640:

HOUSE REPORTS: No. 113-224 (Comm. on Natural Resources).

CONGRESSIONAL RECORD:

Vol. 159 (2013): Oct. 29, considered and passed House.

Vol. 160 (2014): Dec. 11, considered and passed Senate, amended. House concurred in Senate amendment.

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