ceramics found at the site are consistent with Ancestral Puebloan occupation of the southwestern United States. The archeological literature refers to this widespread cultural tradition as “Anasazi,” “Ancestral Puebloan,” or “Ancient Puebloan.”

A relationship of shared group identity can be reasonably traced between the Ancestral Puebloan culture found at Tecolote Pueblo ruin and modern-day Puebloan people represented by the Hopi Tribe, Ohkay Owingeh, Pueblo of Acoma, Pueblo of Cochiti, Pueblo of Isleta, Pueblo of Jemez, Pueblo of Laguna, Pueblo of Nambe, Pueblo of Picuris, Pueblo of Pojoaque, Pueblo of San Felipe, Pueblo of San Ildefonso, Pueblo of Sandia, Pueblo of Santa Ana, Pueblo of Santa Clara, Pueblo of Santo Domingo, Pueblo of Taos, Pueblo of Tesuque, Pueblo of Zia, Ysleta del Sur Pueblo, and Zuni Tribe.

There is continuity in architecture from this site to modern-day Pueblos. There is also continuity in the style of the associated funerary objects, including the shell personal adornments, with those made and used by modern-day Puebloan people. Evidence supports continuity in material culture with the Pueblo of Isleta, Pueblos of Picuris, and Pueblo of Taos based on evidence provided during consultation. Based on oral tradition evidence, the Pueblo of Acoma, Pueblo of Cochiti, Pueblo of Picuris, Pueblo of Pojoaque, Pueblo of Santo Domingo, Pueblo of Sandia, Pueblo of Tesuque, and Pueblo of Zia identify Pecos Pueblo and Tecolote Pueblo as a site of occupation, pilgrimage, hunting, and trade.

Jemez Pueblo oral tradition identifies this site as a precursor to Pecos Pueblo, a site closely associated with Jemez Pueblo, which was occupied from approximately A.D. 1100 to 1700. Oral tradition of other Pueblos includes trade expeditions and pilgrimages to the Tecolote Pueblo area. Historic records document Pecos Pueblo occupation from Spanish contact to approximately A.D. 1838 when the last inhabitants left and moved to the Pueblo of Jemez. In 1936, an Act of Congress recognized the Pueblo of Jemez as a “consolidation” and “merger” of the Pecos Pueblo and Pueblo of Jemez. All property, rights, titles, interests, and claims of both Pueblos were consolidated under the Pueblo of Jemez. Additional evidence supporting a shared group identity between the descendants of the Pecos and Jemez Pueblos emerges in numerous aspects of present-day Jemez life and are documented in a 1992–1993 study, entitled “Pecos Ethnographic Project.”

Navajo Nation oral history, which includes stories, songs and prayers, supports a relationship with sites of Ancestral Puebloan occupation such as Mesa Verde and Chaco Canyon, as well as some cultural practices shared with modern Pueblo people. But there is not a preponderance of evidence to support a relationship of shared group identity under NAGPRA with the Tecolote Pueblo ruin.

Officials of the Robert S. Peabody Museum of Archaeology have determined that, pursuant to 25 U.S.C. 3001(3)(A), the five objects described above are reasonably believed to have been placed with or near individual human remains at the time of death or later as part of the death rite or ceremony. Lastly, officials of the Robert S. Peabody Museum of Archaeology have determined that, pursuant to 25 U.S.C. 3001(2), there is a relationship of shared group identity that can be reasonably traced between the associated funerary objects and the Hopi Tribe of Arizona; Ohkay Owingeh, New Mexico; Pueblo of Acoma, New Mexico; Pueblo of Cochiti, New Mexico; Pueblo of Isleta, New Mexico; Pueblo of Jemez, New Mexico; Pueblo of Laguna, New Mexico; Pueblo of Nambe, New Mexico; Pueblo of Pojoaque, New Mexico; Pueblo of Picuris, New Mexico; Pueblo of Pueblo of Pojoaque, New Mexico; Pueblo of San Felipe, New Mexico; Pueblo of San Ildefonso, New Mexico; Pueblo of Sandia, New Mexico; Pueblo of Santo Domingo, New Mexico; Pueblo of Santo Domingo, New Mexico; Pueblo of San Ildefonso, New Mexico; Pueblo of Sandia, New Mexico; Pueblo of Santo Domingo, New Mexico; Pueblo of Santa Clara, New Mexico; Pueblo of Santo Domingo, New Mexico; Pueblo of Tesuque, New Mexico; Pueblo of Tesuque, New Mexico; Pueblo of Zia, New Mexico; Ysleta del Sur Pueblo of Texas; and Zuni Tribe of the Zuni Reservation, New Mexico.

Representatives of any other Indian tribe that believes itself to be culturally affiliated with the associated funerary objects should contact Malinda Blustain, Director, Robert S. Peabody Museum of Archaeology, Phillips Academy, 175 Main St., Andover, MA 01810, telephone (978) 749–4493, before August 23, 2010. Repatriation of the associated funerary objects to the Hopi Tribe of Arizona; Ohkay Owingeh, New Mexico; Pueblo of Acoma, New Mexico; Pueblo of Cochiti, New Mexico; Pueblo of Isleta, New Mexico; Pueblo of Jemez, New Mexico; Pueblo of Laguna, New Mexico; Pueblo of Nambe, New Mexico; Pueblo of Pojoaque, New Mexico; Pueblo of Picuris, New Mexico; Pueblo of San Ildefonso, New Mexico; Pueblo of Sandia, New Mexico; Pueblo of Santa Ana, New Mexico; Pueblo of Santa Clara, New Mexico; Pueblo of Santo Domingo, New Mexico; Pueblo of Tesuque, New Mexico; Pueblo of Tesuque, New Mexico; Pueblo of Zia, New Mexico; Ysleta del Sur Pueblo of Texas; and Zuni Tribe of the Zuni Reservation, New Mexico.

DEPARTMENT OF THE INTERIOR
Bureau of Reclamation
Status Report of Water Service, Repayment, and Other Water-Related Contract Actions

AGENCY: Bureau of Reclamation, Interior.

ACTION: Notice.

SUMMARY: Notice is hereby given of contractual actions that have been proposed to the Bureau of Reclamation (Reclamation) and were pending through December 31, 2009, and contract actions that have been completed or discontinued since the last publication of this notice on November 6, 2009. From the date of this publication, future notices during this calendar year will be limited to new, modified, discontinued, or completed contract actions. This annual notice should be used as a point of reference to identify changes in future notices. This notice is one of a variety of means used to inform the public about proposed contractual actions for capital...
recovery and management of project resources and facilities consistent with section 9(f) of the Reclamation Project Act of 1939. Additional announcements of individual contract actions may be published in the Federal Register and in newspapers of general circulation in the areas determined by Reclamation to be affected by the proposed action.

ADDRESSES: The identity of the approving officer and other information pertaining to a specific contract proposal may be obtained by calling or writing the appropriate regional office at the address and telephone number given for each region in the SUPPLEMENTARY INFORMATION section.

FOR FURTHER INFORMATION CONTACT: Michelle Kelly, Water and Environmental Services Division, Bureau of Reclamation, P.O. Box 25007, Denver, Colorado 80225–0007; telephone 303–445–2888.

SUPPLEMENTARY INFORMATION: Consistent with section 9(f) of the Reclamation Project Act of 1939 and the rules and regulations published in 52 FR 11954, April 13, 1987 (43 CFR 426.22), Reclamation will publish notice of proposed or amendatory contract actions for any contract for the delivery of project water for authorized uses in newspapers of general circulation in the affected area at least 60 days prior to contract execution. Announcements may be in the form of news releases, legal notices, official letters, memorandums, or other forms of written material. Meetings, workshops, and/or hearings may also be used, as appropriate, to provide local publicity. The public participation procedures do not apply to proposed contracts for the sale of surplus or interim irrigation water for a term of 1 year or less. Either of the contracting parties may invite the public to observe contract proceedings. All public participation procedures will be coordinated with those involved in complying with the National Environmental Policy Act. Pursuant to the “Final Revised Public Participation Procedures” for water resource-related contract negotiations, published in 47 FR 7763, February 22, 1982, a tabulation is provided of all proposed contractual actions in each of the five Reclamation regions. When contract negotiations are completed, and prior to execution, each proposed contract form must be approved by the Secretary of the Interior, or pursuant to delegated or redelegated authority, the Commissioner of Reclamation or one of the regional directors. In some instances, congressional review and approval of a report, water rate, or other terms and conditions of the contract may be involved.

Public participation in and receipt of comments on contract proposals will be facilitated by adherence to the following procedures:

1. Only persons authorized to act on behalf of the contracting entities may negotiate the terms and conditions of a specific contract proposal.
2. Advance notice of meetings or hearings will be furnished to those parties that have made a timely written request for such notice to the appropriate regional or project office of Reclamation.
3. Written correspondence regarding proposed contracts may be made available to the general public pursuant to the terms and procedures of the Freedom of Information Act, as amended.
4. Written comments on a proposed contract or contract action must be submitted to the appropriate regional officials at the locations and within the time limits set forth in the advance public notices.
5. All written comments received and testimony presented at any public hearings will be reviewed and summarized by the appropriate regional office for use by the contract approving authority.
6. Copies of specific proposed contracts may be obtained from the appropriate regional director or his designated public contact as they become available for review and comment.
7. In the event modifications are made in the form of a proposed contract, the appropriate regional director shall determine whether republication of the notice and/or extension of the comment period is necessary.

Factors considered in making such a determination shall include, but are not limited to (i) the significance of the modification, and (ii) the degree of public interest which has been expressed over the course of the negotiations. At a minimum, the regional director shall furnish revised contracts to all parties who requested the contract in response to the initial public notice.

Definitions of Abbreviations Used in this Document
ARRA—American Recovery and Reinvestment Act of 2009
BCP—Boulder Canyon Project
Reclamation—Bureau of Reclamation
CAP—Central Arizona Project
CVP—Central Valley Project
CRSP—Colorado River Storage Project
FR—Federal Register
IDD—Irrigation and Drainage District
ID—Irrigation District
LCWSP—Lower Colorado Water Supply Project
M&I—Municipal and Industrial
NMISC—New Mexico Interstate Stream Commission
O&M—Operation and Maintenance
P—SMBP—Pilchuck-Sloan Missouri Basin Program
PFR—Present Perfected Right
RRA—Reclamation Reform Act of 1982
SOD—Safety of Dams
SRPA—Small Reclamation Projects Act of 1956
USACE—U.S. Army Corps of Engineers
WD—Water District
PACIFIC NORTHWEST REGION—Reclamation, 1150 North Curtis Road, Suite 100, Boise, Idaho 83706–1234, telephone 208–378–5344.
1. Irrigation, M&I, and Miscellaneous Water Users: Idaho, Oregon, Washington, Montana, and Wyoming: Temporary or interim irrigation and M&I water service, water storage, water right settlement, exchange, miscellaneous use, or water replacement contracts to provide up to 10,000 acre-feet of water annually for terms up to 5 years; long-term contracts for similar service for up to 1,000 acre-feet of water annually.
4. Pioneer Ditch Company, Boise Project Idaho; Clark and Edwards Canal and Irrigation Company; Enterprise Canal Company, Ltd., Lenroot Canal Company, Liberty Park Canal Company, Poplar ID, all in the Minidoka Project, Idaho; and Juniper Flat District Improvement Company, Wapinitia Project, Oregon: Amenity repayment and water service contracts; purpose is to conform to the RRA.
5. Palmer Creek Water District Improvement Company, Willamette Basin Project, Oregon: Irrigation water service contract for approximately 13,000 acre-feet.
6. Queener Irrigation Improvement District, Willamette Basin Project, Oregon: Renewal of long-term water service contract to provide up to 2,150 acre-feet of stored water from the Willamette Basin Project (a USACE project) for the purpose of irrigation within the District’s service area.
7. West Extension ID, Umatilla Project, Oregon: Contract for long-term boundary expansion to include lands outside Federally recognized District boundaries.
8. Greenberry ID, Willamette Basin Project, Oregon: Irrigation water service
17. Water user entities responsible for payment of O&M costs for Reclamation projects in Idaho, Montana, Oregon, Washington, and Wyoming: Contracts for extraordinary maintenance and replacement funded pursuant to ARRA.


1. Irrigation water districts, individual irrigators, M&I and miscellaneous water users; California, Nevada, and Oregon: Temporary (interim) water service contracts for available project water for irrigation, M&I, or fish and wildlife purposes providing up to 10,000 acre-feet of water annually for terms up to 5 years; temporary Warren Act contracts for use of project facilities for terms up to 1 year; temporary conveyance agreements with the State of California for various purposes; long-term contracts for similar service for up to 1,000 acre-feet annually.

2. Contractors from the American River Division, Cross Valley Canal, San Felipe Division, West San Joaquin Division, and Elk Creek Community Services District, CVP, California: Renewal of 29 long-term water service contracts; water quantities for these contracts total in excess of 2.1M acre-feet. These contract actions will be accomplished through long-term renewal contracts pursuant to Public Law 102–575. Prior to completion of negotiation of long-term renewal contracts, existing interim renewal water service contracts may be renewed through successive interim renewal of contracts. Execution of long-term renewal contracts have been completed for the Friant, Delta, Shasta, and Trinity River Divisions. Long-term renewal contract execution is continuing for the other contractors.

3. Redwood Valley County WD, SRPA, California: Restructuring the repayment schedule pursuant to Public Law 100–516.

4. El Dorado County Water Agency, CVP, California: M&I water service contract to supplement existing water supply. Contract will provide for an amount not to exceed 15,000 acre-feet annually authorized by Public Law 101–514 for El Dorado County Water Agency. The supply will be subcontracted to El Dorado ID and Georgetown Divide Public Utility District.


6. CVP Service Area, California: Temporary water purchase agreements for acquisition of 20,000 to 200,000 acre-feet of water for fish and wildlife purposes as authorized by Public Law 102–575 for terms of up to 3 years.

7. El Dorado ID, CVP, California: Execution of long-term Warren Act contracts for conveyance of nonproject water (one contract for Weber Reservoir and pre-1914 ditch rights in the amount of 4,560 acre-feet annually, and one contract for Project 184 water in the amount of 17,000 acre-feet annually). The contracts will allow CVP facilities to be used to deliver nonproject water to the District for use within its service area.

8. Horsefly, Klamath, Langell Valley, and Tulelake IDs, Klamath Project, Oregon: Repayment contracts for SOD work on Clear Lake Dam. These districts will share in repayment of costs, and each district will have a separate contract. CVP Service Area, California: Pursuant to Public Law 102–575, cooperative agreements with non-Federal entities for the purpose of providing funding for CVP refuge water wheeling facility improvements to provide water for refuge and private wetlands.


10. Warren Act Contracts, CVP, California: Execution of long-term Warren Act contracts (up to 25 years) with various entities for conveyance of nonproject water in the Delta and Friant Divisions and San Luis Unit facilities.

11. Tuolumne Utilities District (formerly Tuolumne Regional WD), CVP, California: Long-term water service contract for up to 9,000 acre-feet from New Melones Reservoir, and possibly long-term contract for storage of nonproject water in New Melones Reservoir.


14. Madera-Chowchilla Water and Power Authority, CVP, California: Agreement to transfer the operation, maintenance, and replacement and certain financial and administrative activities related to the Madera Canal and associated works.

15. Monteicto WD, Cachuma Project, California: Contract to transfer title of
the distribution system to the District. Title transfer authorized by Public Law 108–315, “Carpinteria and Montepeco Water Distribution Conveyance Act of 2004.”

16. Sacramento Suburban WD, CVP, California: Execution of long-term Warren Act contract for conveyance of 29,000 acre-feet of nonproject water. The contract will allow CVP facilities to be used to deliver nonproject water provided from the Placer County Water Agency to the District for use within its service area.

17. Town of Fernley, State of Nevada, Humboldt Project; Nevada: Title transfer of lands and features of the Humboldt Project, pursuant to a railroad agreement.

18. San Joaquin Valley National Cemetery, U.S. Department of Veteran Affairs, Delta Division, CVP, California: Renewal of the long-term water service contract for up to 850 acre-feet. The contract was executed February 28, 2005. The wheeling agreement for conveyance through the California State Aqueduct is pending.

19. A Canal Fish Screens, Klamath Project, Oregon: Negotiation of an O&M contract for the A Canal Fish Screens with Klamath ID.

20. Ady Canal Headgates, Klamath Project, Oregon: Transfer of operational control to Klamath Drainage District of the headgates located at the railroad. Reclamation does not own the land at the headgates, only operational control pursuant to a railroad agreement.


22. Pershing County Water Conservation District, Pershing County, Lander County, and the State of Nevada; Humboldt Project; Nevada: Title transfer of lands and features of the Humboldt Project.

23. Mendota Wildlife Area, CVP, California: Reimbursement agreement between the California Department of Fish and Game and Reclamation for conveyance service costs to deliver Level 2 water to the Mendota Wildlife Area during infrequent periods when the Mendota Pool is down due to unexpected but needed maintenance. This action is taken pursuant to Public Law 102–575, Title 34, Section 3406(d)(1), to meet full Level 2 water needs of the Mendota Wildlife Area.


25. Oro Loma WD, CVP, California: Proposed partial assignment of 4,000 acre-feet of the District’s CVP supply to Westlands WD for irrigation and M&I use.

26. San Luis WD, CVP, California: Proposed partial assignment of 2,400 acre-feet of the District’s CVP supply to Santa Nella County WD for M&I use.

27. Placer County Water Agency, CVP, California: Proposed exchange agreement under section 14 of the 1939 Act to exchange up to 71,000 acre-feet annually of the Agency’s American River Middle Fork Project water for use by Reclamation, for a like amount of CVP water from the Sacramento River for use by the Agency.

28. Eighteen contractors in the Klamath Project, Oregon: Amendment of 18 repayment contracts or negotiation of new contracts to allow for recovery of additional capital costs to the Klamath Project. These contract actions will be accomplished through amendments to the existing repayment contracts or negotiation of new contracts.

29. Orland Unit Water User’s Association, Orland Project, California: Repayment contract for the SOD costs assigned to the irrigation of Stony Gorge Dam.

30. Goleta WD, Cachuma Project, California: An agreement to transfer title of the Federally owned distribution system to the District subject to approved legislation.

31. Ivanhoe ID, CVP, California: Proposed partial assignment of 1,200 acre-feet of class 1 and 7,400 acre-feet of class 2 of the District’s CVP water supply to Kaweah Delta Conservation District, a non-CVP contractor, for irrigation purposes.

32. Cawelo WD, CVP, California: Long-term Warren Act contract for conveying up to 20,000 acre-feet annually of previously banked nonproject water in the Friant-Kern Canal.

33. Colusa County WD, CVP, California: Execution of a long-term Warren Act contract for conveyance of up to 40,000 acre-feet of groundwater per year through the use of the Tehama-Colusa Canal.

34. County of Tulare, CVP, California: Proposed assignment of the County’s Cross Valley Canal water supply in the amount of 5,308 acre-feet to its various subcontractors. Water will be used for both irrigation and M&I purposes.

35. City of Santa Barbara, Cachuma Project, California: Execution of a temporary contract and execution of a long-term Warren Act contract with the City for conveyance of nonproject water in Cachuma Project facilities.

36. Water user entities responsible for payment of O&M costs for Reclamation projects in California, Nevada, and Oregon: Contracts for extraordinary maintenance and replacement funded pursuant to ARRA.

37. Water user entities responsible for payment of O&M costs for Reclamation projects in California, Nevada, and Oregon: Contracts for extraordinary maintenance and replacement funded pursuant to Subtitle G of Public Law 111–11.

38. California Department of Fish and Game, CVP, California: Proposed renewal of a water service contract for the Department’s San Joaquin Fish Hatchery. The contract would allow 35 cubic feet per second of continuous flow to pass through the Hatchery prior to it returning to the San Joaquin River.

39. Cachuma Operation and Maintenance Board, Cachuma Project, California: Amendment to SOD Contract No. 01–WC–20–2030 to provide for increased SOD costs associated with Bradbury Dam.

40. Contractors from the Friant Division, CVP, California: Contracts to be negotiated and executed with existing Friant long-term contractors for the conversion from water service contracts entered into pursuant to subsections 9(c) and 9(e) of the Reclamation Projects Act of 1939 to repayment contracts pursuant to subsection 9(d) of the Reclamation Projects Act of 1939. This action is intended to satisfy the mandate set forth in section 10101 of Title X of the Omnibus Public Land Management Act of 2009.

41. Reclamation will become signatory to a three-party wheeling agreement with the Cross Valley Contractors and the California State Department of Water Resources for conveyance of Cross Valley Contractors’ CVP water supplies that are made available pursuant to long-term water service contracts.

42. California Department of Water Resources, CVP, California: Proposed operation, maintenance, repair, and replacement agreement with the Department for the Delta-Mendota Canal-California Aqueduct Intertie, as authorized by Public Law 108–361.
43. Westlands WD, CVP, California: Negotiation and execution of a long-term repayment contract to provide reimbursement of costs related to the construction of drainage facilities. This action is being undertaken to satisfy the Federal Government’s obligation to provide drainage service to Westlands located within the San Luis Unit of the CVP.

The following action has been discontinued since the last publication of this notice on November 6, 2009:

1. (23) PacifiCorp, Klamath Project, Oregon: Execution of long-term agreement for lease of power privilege and the O&M of Link River Dam. This agreement will provide for operations of Link River Dam, coordinated operations with the non-Federal Keno Dam, and provision of power by PacifiCorp for Klamath Project purposes to ensure project water deliveries and to meet Endangered Species Act requirements.

Lower Colorado Region: Bureau of Reclamation, P.O. Box 61470 (Nevada Highway and Park Street), Boulder City, Nevada 89006–1470, telephone 702–293–6192.

1. Milton and Jean Phillips, BCP, Arizona: Colorado River water delivery contract for 60 acre-feet of Colorado River water per year as recommended by the Arizona Department of Water Resources.

2. John J. Peach, BCP, Arizona: Colorado River water delivery contracts for 456 acre-feet of Colorado River water per year as recommended by the Arizona Department of Water Resources.

3. Gila Project Works, Gila Project, Arizona: Title transfer of facilities and certain lands in the Wellton-Mohawk Division from the United States to the Wellton-Mohawk IID.

4. System Conservation Agreements, BCP, Arizona and California: Develop and execute short-term agreements to implement a demonstration system conservation program to evaluate the feasibility of acquiring water through a voluntary land following program to replace drainage water currently being bypassed to the Cienega de Santa Clara.

5. City of Yuma, BCP, Arizona: Supplemental and amendatory contract to provide for additional point of delivery for a new pump station to be constructed on the Gila Gravity Main Canal, with initial intake capacity of 20 million gallons per day, building up to 40 million gallons per day at full design capacity.


7. Gila Monster Farms, Inc., BCP, Arizona: Request for partial assignment and transfer of third-priority water entitlement for domestic use to Ausra, AZ I, LLC.


9. Ausra, AZ I, LLC, BCP, Arizona: Enter into a new Section 5 contract with Ausra for 2,126 acre-feet per year of third-priority water being assigned to Ausra from Gila Monster Farms.

10. Arizona State Lands Department, BCP, Arizona: Amend Contract No. 4–07–30–W0317 to decrease the Department’s fourth-priority agricultural water entitlement that is being assigned to the Department’s fourth-priority domestic water entitlement Contract No. 7–07–30–W0358 to change the type of use from agricultural to domestic use.

11. Arizona State Lands Department, BCP, Arizona: Amend the Department’s Contract No. 7–07–30–W0358 to increase the Department’s fourth-priority water entitlement for domestic use.

12. Clark County, BCP, Nevada: Agreement with Clark County for an annual diversion of up to 50 acre-feet of Colorado River water from Reclamation’s Secretarial Reservation Entitlement for use on Reclamation land that is managed by Clark County and is part of the Laughlin Regional Heritage Greenway Train Project. Specifically, the water will be used for a natural bathing area (lagoon), construction, dust control, and riparian re-vegetation, which are all features of the Reclamation-approved project.

13. ChaCha, LLC, Arizona, BCP: Partial assignment of the water delivery contract with ChaCha LLC for transfer of ownership of 50 percent of the land within ChaCha LLC’s contract service area. ChaCha LLC’s 50 percent ownership will transfer to the following entities (un divid ed interest): Befra Farming, LLC, a California limited liability company; R&R Almond Orchards, Inc., a California corporation; and XLNT, LLC, a California limited liability company.

14. City of Needles and the Metropolitan Water District of Southern California, LCWSP, California: Proposed amendment No. 1 to Contract No. 06–XX–30–W0452 to extend the timeframe for completion of a study that is required by the contract and to address the deposits to be made by the District into the trust fund account.

15. Sherrill Ventures, LLLP and Green Acres Mohave, LLC, Arizona: Draft contracts for PPR No. 14 for 1,080 acre-feet of water per year as follows: Sherrill Ventures, LLLP, a draft contract for 954.3 acre-feet per year and Green Acres Mohave, LLC, a draft contract for 125.7 acre-feet per year.

16. Water user entities responsible for payment of O&M costs for Reclamation projects in Arizona, California, Nevada, and Utah: Contracts for extraordinary maintenance and replacement funded pursuant to ARRA.

17. Water user entities responsible for payment of O&M costs for Reclamation projects in Arizona, California, Nevada, and Utah: Contracts for extraordinary maintenance and replacement funded pursuant to Subtitle G of Public Law 111–11.

18. Arizona-American Water Company, BCP, Arizona: Amend Exhibit C to Contract No. 00–XX–30–W0391 to include an emergency interconnection with Lake Havasu City as a point of delivery.

19. Mohave County Water Authority, BCP, Arizona: Amend Exhibit D to Contract No. 5–07–30–W0320 to (1) delete the reference to a subcontract dated August 12, 2004, with Arizona-American Water Company for 950 acre-feet of fifth- and/or sixth-priority water because that subcontract has been terminated; (2) recognize that an additional 1,000 acre-feet of fourth-priority water was added under a subcontract with Bullhead City from 6,000 acre-feet of fourth-priority water to 7,000 acre-feet of fourth-priority water; (3) recognize that an additional 1,000 acre-feet of fourth-priority water was added under a subcontract with Lake Havasu City from 6,000 acre-feet of fourth-priority water to 7,000 acre-feet of fourth-priority water; and (4) recognize that a new subcontract has been entered into between the Authority and Mohave Valley IDD for 1,000 acre-feet of fourth-priority water.

20. Mohave County Water Authority, BCP, Arizona: Amend Exhibit E to Contract No. 5–07–30–W0320 to (1) supersede and replace the “Procedures for Obtaining a Subcontract From the Mohave County Water Authority” dated December 12, 1995, with “Mohave County Water Authority—Operating Procedure No. 04–01” adopted October 21, 2009, and (2) include a copy of “Mohave County Water Authority—Operating Procedure No. 09–01” adopted October 21, 2009.


Company’s CAP entitlement of 71 acre-feet annually to the Tonto Hills Domestic Water Improvement District per the District’s request pending recommendation by the Arizona Department of Water Resources.


The following actions have been completed since the last publication of this notice on November 6, 2009:

1. (6) Basic Water Company, BCP, Nevada: Approve the assignment and transfer of 400 acre-feet per year of Colorado River water from Basic’s contract to the Southern Nevada Water Authority’s contract. Contract executed December 29, 2009.

2. (7) Basic Water Company, BCP, Nevada: Amend Basic’s contract to conform to the assignment and transfer of 400 acre-feet per year of Colorado River water from Basic’s contract to the Southern Nevada Water Authority’s contract. Contract executed December 29, 2009.

3. (8) Southern Nevada Water Authority, BCP, Nevada: Amend contract to conform to the assignment and transfer of 400 acre-feet per year of Colorado River water from Basic’s contract to Southern Nevada Water Authority’s contract. Contract executed December 28, 2009.


5. (15) Queen Creek Water Company, CAP, Arizona: Assignment of Queen Creek Water Company’s 348 acre-foot entitlement to the Town of Queen Creek, per Queen Creek Water Company’s request and as recommended by the Arizona Department of Water Resources. Contract executed on November 2, 2009.

6. (16) Lower Colorado Region: Bureau of Reclamation, 125 South State Street, Room 6107, Salt Lake City, Utah 84138–1102, telephone 801–524–3864.

7. Individual irrigators, M&I, and miscellaneous water users: Initial Units, CRSP, Glen Canyon Unit, CRSP, for 975 acre-feet of water for municipal purposes.

8. Southern Ute Indian Tribe, Florida: The United States are expected to enter into a contract for repayment of 35 percent of the cost of the project or $2.9 million, whichever is less.

9. Provo River Water Users Association, Central Utah Water Conservancy District, Jordan Valley Water Conservancy District, Provo Reservoir Water Users Company, and Bureau of Reclamation: Contributed funds contract to enclose the Provo Reservoir Canal. The contract would have a term of 5 years or completion of operations facilities. The District will enter into a contract for repayment of 35 percent of the cost of the project or $2.9 million, whichever is less.

10. LeChee Chapter of the Navajo Nation, Glen Canyon Unit, CRSP, Arizona: Long-term contract for 950 acre-feet of water for municipal purposes.


12. El Paso County Water Improvement District No. 1 and Isleta del Sur Pueblo, Rio Grande Project, Texas: Convert up to 1,000 acre-feet of the Pueblo’s project irrigation water to use for tradition and religious purposes.

13. Provo River Water Users Association, Central Utah Water Conservancy District, Jordan Valley Water Conservancy District, Provo Reservoir Water Users Company, and Bureau of Reclamation: Carriage contract for up to 358 cfs in an enclosed Provo Reservoir Canal. This contract is pursuant to the Warren Act;

14. Huntington-Cleveland Irrigation Company, Emery County Water Conservancy District, and Reclamation: Amendment to Contract No. 14–06–400–3918 dated November 23, 1964. This contract will include an addition delivery route for Emery County Project water to be delivered to Huntington North Reservoir. Also identified in this proposed contract are the Uintah Water Conservancy District, Lyman Project, Wyoming: A long-term water contract for 1,402 acre-feet of newly identified project water for irrigation of the Ute Enterprise Water Utility Authority and Cottonwood Creek-Huntington Canal.


17. State of Colorado, Animas-La Plata Project, Colorado and New Mexico: Cost-sharing/repayment contract for up to 10,440 acre-feet per year of M&I water; contract terms to be consistent with the Colorado Ute Settlement Act Amendments of 2000 (Title III of Pub. L. 106–554).

18. Public Service Company of New Mexico, Reclamation, and the U.S. Fish and Wildlife Service; San Juan River Basin Recovery Implementation Program: The agreement identifies that Reclamation may provide cost-share funding for the recovery monitoring and research, and O&M of the constructed fish passage at the Public Service Company’s site pursuant to Public Law 106–392, dated October 30, 2000 (114 Stat. 1602).

19. Central Utah Project, Utah: Petition for project water among the United States, the Central Utah Water Conservancy District, and the Duchesne County Water Conservancy District for use of 2,500 acre-feet of irrigation water from the Bumblebee Unit of the Central Utah Project.

20. Navajo Nation, San Juan River Dineh Water Users, Reclamation, and U.S. Fish and Wildlife Service; San Juan River Basin Recovery Implementation Program: The agreement identifies that Reclamation may provide cost-share funding for the recovery monitoring and research, and O&M of the constructed fish passage at the Hogback Diversion Dam, pursuant to Public Law 106–392 dated October 30, 2000 (114 Stat. 1602).

21. Bighorn Project, Utah: The Uintah Water Conservancy District has requested a contract with provision to prepay at a discounted rate the remaining 3,300 acre-feet of unmarketed project M&I water.

22. Aaron Million, Million Conservation Resource Group, Flaming Gorge Storage Unit, CRSP: Mr. Million has requested a Standby Contract to secure the first right to contract for up to 165,000 acre-feet annually of M&I water service from Flaming Gorge Reservoir for a proposed privately financed and constructed transbasin diversion project.

23. Cottonwood Creek Consolidated Company, Emery County Project, Utah: Cottonwood Creek Consolidated Irrigation Company has requested a contract for carriage of up to 5,600 acre-feet of nonproject water through Cottonwood Creek-Huntington Canal.


25. Dolores Water Conservancy District, Dolores Project, Colorado: The District has requested a water service contract for 1,402 acre-feet of newly identified project water for irrigation. The proposed water service contract will provide 417 acre-feet of project water for irrigation of the Ute Enterprise and 985 acre-feet for use by the District’s full-service irrigators.

26. Florida Water Conservancy District, Florida Project, Colorado: The District has requested a long-term water service contract for 114 acre-feet of water for project purposes to be used in Plan of Augmentation and Substitute Water Supply Plans for the project.

27. Elkhead Reservoir Enlargement: This contract will supersede Contract No. 05–WC–40–420. The proposed contract will include the Recovery Program’s pro-rata share of the actual construction cost plus fish screen costs. Also identified in this proposed contract is the pro-rata share of the actual construction costs for the other signatory parties. Upon payment by Recovery Program, this proposed contract will ensure a permanent water supply for the endangered fish.

28. Bridger Valley Water Conservancy District, Lyman Project, Wyoming: The District has requested that their Meeks Cabin repayment contract be amended from two 25-year contacts to one 40-year contract.

29. City of Santa Fe and Reclamation, San Juan-Chama, New Mexico: Contract to store up to 50,000 acre-feet of project Water in Elephant Butte Reservoir. The proposed contract would have a 25- to 40-year maximum term. The Act of December 29, 1981, Public Law 97–140, 95 Stat. 1717 provides authority to enter into this contract.

30. Water user entities responsible for payment of O&M costs for Reclamation projects in Arizona, Colorado, New Mexico, Texas, Utah, and Wyoming: Contracts for extraordinary maintenance and replacement funded pursuant to ARRA.

31. Water user entities responsible for payment of O&M costs for Reclamation projects in Arizona, Colorado, New Mexico, Texas, Utah, and Wyoming: Contracts for extraordinary maintenance and replacement funded pursuant to Subtitle G of Public Law 111–11.

32. Pine Glen, LLC, Mancos Project, Colorado: Pine Glen LLC has requested a new carriage contract to replace existing Contract No. 05–WC–40–4900, Assignment No. 6. The new contract is the result of a property sale. Remaining interest in the existing assignment is for 0.56 cubic feet per second of nonproject water to be carried through Mancos Project facilities.

33. Navajo-Gallup Water Supply Project, New Mexico: Repayment contract with the City of Gallup for up to 7,500 acre-feet per year of M&I water. Contract terms to be consistent with the Northwestern New Mexico Rural Water Projects Act (Title X of Pub. L. 111–11).

34. Navajo-Gallup Water Supply Project, New Mexico: Repayment contract with the Jicarilla Apache Nation for up to 1,200 acre-feet per year of M&I water. Contract terms to be consistent with the Northwestern New Mexico Rural Water Projects Act (Title X of Pub. L. 111–11).

35. Northwestern New Mexico Rural Water Projects Act, New Mexico: Settlement contract with the Navajo Nation for up to 530,650 acre-feet per year of irrigation and M&I water. Contract terms to be consistent with the Northwestern New Mexico Rural Water Projects Act (Title X of Pub. L. 111–11).

36. Navajo-Gallup Water Supply Project, New Mexico: Cost-sharing agreement with the State of New Mexico. Contract terms to be consistent with the Northwestern New Mexico Rural Water Projects Act (Title X of Pub. L. 111–11).

The following actions have been completed or discontinued since the last publication of this notice on November 6, 2009:

1. (7) La Plata Conservancy District, Animas-La Plata Project, New Mexico:
Cost-sharing/repayment contract for up to 1,560 acre-feet per year of M&I water; contract terms to be consistent with the Colorado Ute Settlement Act Amendments of 2000 (Title III of Pub. L. 106–554). Contract executed September 8, 2009.


Great Plains Region: Bureau of Reclamation, P.O. Box 36900, Federal Building, 316 North 26th Street, Billings, Montana 59101, telephone 406–247–7752.

1. Individual irrigators, M&I, and miscellaneous water users; Colorado, Kansas, Montana, Nebraska, North Dakota, Oklahoma, South Dakota, Texas, and Wyoming: Temporary (interim) water service contracts for the sale, conveyance, storage, and exchange of surplus project water and nonproject water for irrigation or M&I use to provide up to 10,000 acre-feet of water annually for a term of up to 1 year or up to 900 acre-feet of water annually for a term of up to 5 years.

2. Water user entities responsible for payment of O&M costs for Reclamation projects in Colorado, Kansas, Montana, Nebraska, North Dakota, Oklahoma, South Dakota, Texas, and Wyoming: Contracts for extraordinary maintenance and replacement funded pursuant to ARRA.

3. Water user entities responsible for payment of O&M costs for Reclamation projects in Colorado, Kansas, Montana, Nebraska, North Dakota, Oklahoma, South Dakota, Texas, and Wyoming: Contracts for extraordinary maintenance and replacement funded pursuant toSubtitle G of Public Law 111–11.

4. Green Mountain Reservoir, Colorado-Big Thompson Project, Colorado: Water service contracts for irrigation and M&I; contracts for the sale of water from the marketable yield to water users within the Colorado River Basin of western Colorado.

5. Ruedi Reservoir, Fryingpan-Arkansas Project, Colorado: Second round water sales from the regulatory capacity of Ruedi Reservoir. Water service and repayment contracts for up to 17,000 acre-feet annually for M&I use.


8. Municipal Subdistrict of the Northern Colorado Water Conservancy District, Colorado-Big Thompson Project, Colorado: Consideration of a new long-term contract or amendment of contract No. 4–07–70–W0107 with the Municipal Subdistrict and the Northern Colorado Water Conservancy District for the proposed Windy Gap Firming Project.


10. Stokes County Park Board, Jamestown Unit, P–SMBP, North Dakota: The Board is requesting a contract for minor amounts of water under a long-term contract to serve domestic needs for cabin owners at Jamestown Reservoir, North Dakota.


14. LeClair ID, Boysen Unit, P–SMBP, Wyoming: Consideration of a request for a long-term contract for the sale of M&I purposes up to 1,000 acre-feet per year.

15. Riverton Valley ID, Boysen Unit, P–SMBP, Wyoming: Consideration of a request for a long-term contract for the sale of M&I purposes up to 1,000 acre-feet per year.

16. ExxonMobil Corporation, Ruedi Reservoir, Fryingpan-Arkansas Project, Colorado: Consideration of ExxonMobil Corporation’s request to amend its Ruedi Round I contract to include additional uses for the water.

17. Pueblo West Metropolitan District, Pueblo West, Fryingpan-Arkansas Project, Colorado: Consideration of a request for a long-term contract for the use of excess capacity in the Fryingpan-Arkansas Project.


21. Big Horn Canal ID, Boysen Unit, P–SMBP, Wyoming: The District has requested the renewal of their long-term water service contract.

22. Hanover ID, Boysen Unit, P–SMBP, Wyoming: The District has requested the renewal of their long-term water service contract.

23. Helena Sand & Gravel, Helena Valley Unit, P–SMBP, Montana: Consideration of a request for a long-term water service contract for M&I purposes up to 1,000 acre-feet per year.


27. Green Mountain Reservoir, Colorado-Big Thompson Project, Colorado: Consideration of a request for a new long-term contract for the sale of water storage contract.

29. Glen Elder ID, Glen Elder Unit, P–SMBP, Kansas: Intent to enter into a contract for repayment of extraordinary maintenance work on the spillway structure in accordance with ARRA.

30. Glen Elder ID, Glen Elder Unit, P–SMBP, Kansas: Amendment to extend the expiration date of the water service contract and renewal of long-term water service contract.

31. State of Kansas Department of Wildlife and Parks, Glen Elder Unit, P–SMBP, Kansas: Reclamation is contemplating a contract for the remaining conservation storage in Waconda Lake.

32. Arkansas Valley Conduit, Fryingpan-Arkansas Project, Colorado: Consideration of a repayment contract for the Arkansas Valley Conduit.

33. North Havre County WD, Milk River Project, Montana: Reclamation is contemplating a new contract for transferring O&M responsibilities of Fresno Dam and Reservoir and Nelson Dikes and Reservoir.

34. Milk River Irrigation Project Joint Board of Control, Milk River Project, Montana: Reclamation is contemplating a new contract for transferring O&M responsibilities of Fresno Dam and Reservoir and Nelson Dikes and Reservoir.

35. State of Wyoming, Pathfinder Dam and Reservoir, North Platte Project, Wyoming: The State of Wyoming has requested a water service contract for water to be stored in Pathfinder Reservoir associated with the implementation of the Pathfinder Modification Project.

36. Loup Valley’s Rural Public Power District, North Loup Division, P–SMBP, Nebraska: Proposed sale of Reclamation’s share in joint-owned power line to the co-owner of the line.

37. Northern Colorado Water Conservancy District, Colorado Big Thompson Project, Colorado: Intent to enter into a contract for repayment of extraordinary maintenance work on the Pole Hill Canal in accordance with ARRA.

38. Frenchman Valley ID, Frenchman-Cambridge Division, P–SMBP, Nebraska: Consideration of a request for a repayment of extraordinary maintenance work on stilling basin outlet works at Enders Dam, in accordance with Subtitle G of Public Law 111–11.

39. H & RW ID, Frenchman-Cambridge Division, P–SMBP, Nebraska: Consideration of a request for a repayment contract for outlet works modification at enders Dam, in accordance with the Omnibus Public Lands Management Act of 2009.

40. Individual irrigators, Cambridge Unit, Frenchman-Cambridge Division, P–SMBP, Nebraska: Consideration of a request for a long-term excess capacity conveyance contract for transporting nonproject irrigation water.

41. Southeastern Colorado Water Conservancy District, Fryingpan-Arkansas Project, Colorado: Consideration of a request to amend the existing water service contract to adjust the annual project water payments.

42. Scotty Phillip Cemetery, Min-Wiconi Project, South Dakota: Consideration of a new long-term M&I water service contract.


44. George A. Stevens, Lower Marias Unit, P–SMBP, Montana: Renewal of long-term water service contract.

45. Northern Colorado Water Conservancy District, Colorado Big Thompson Project, Colorado: Amend or supplement the repayment contract to include the Carter Lake Dam Additional Outlet Works and Flatiron Power Plant Bypass facilities.

46. Colorado Springs Utilities, Fryingpan-Arkansas Project, Colorado: Consideration of a request for a long-term contract for the use of excess capacity in the Fryingpan-Arkansas Project and annual repayment for the operation, maintenance, and replacement costs of the single-purpose municipal works.

47. Garrison Diversion Conservancy District, Garrison Diversion Project, North Dakota: Intent to enter into temporary or interim irrigation or miscellaneous use water service contracts to provide up to 1,000 acre-feet of water annually for terms of up to 5 years.

48. Garrison Diversion Conservancy District, Garrison Diversion Unit, P–SMBP, North Dakota: Intent to enter into a project pumping power contract with the District to pump project water to authorized areas in conformance with the Dakota Water Resources Act of 2000. The following actions have been completed since the last publication of this notice on November 26, 2009:

1. (27) Individual Irrigations, Lower Marias Unit, P–SMBP, Montana: Execute long-term water service contracts for commercial irrigation from Lake Elwell and the Marias River below Tiber Dam. Contract was executed on December 4, 2009.

2. (42) Individual contractors: Canyon Ferry Unit, P–SMBP, Montana: Replace temporary 1-year contracts with short-term water service contracts for minor amounts of less than 1,000 acre-feet of M&I water annually from the Missouri River, Canyon Ferry Dam. Contract was executed on December 4, 2009.

3. (43) Keyhole Country Club: Keyhole Unit, P–SMBP, South Dakota: Reclamation is contemplating a contract reassignment from the Shattuck Hills Homeowner’s Association to the Keyhole Country Club. The proposed action will involve a change in the point of delivery for the 50 acre-feet of water under the existing contract. Contract was executed on November 16, 2009.

4. (47) Rocky Mountain National Park, Colorado—Big Thompson Project, Colorado: Amendment to the existing memorandum of understanding for project water. Contract was executed on October 20, 2009.

5. (49) Mirage Flats ID, Mirage Flats Project, Nebraska: Request to amend contract to change billing date from May to July. Contract was executed on October 30, 2009.

Dated: June 11, 2010.
Roseann Gonzales,
Director, Policy and Administration, Denver Office.

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INTERNATIONAL TRADE COMMISSION
[Investigation Nos. 701–TA–384 and 731–TA–806–808 (Second Review)]
Hot-Rolled Flat-Rolled Carbon-Quality Steel Products From Brazil, Japan, and Russia


ACTION: Notice of Commission determinations to conduct full five-year reviews concerning the countervailing duty order on certain hot-rolled flat-rolled carbon-quality steel products (“hot-rolled steel”) from Brazil, the antidumping duty orders on hot-rolled steel from Brazil and Japan, and the suspended investigation on hot-rolled steel from Russia.

SUMMARY: The Commission hereby gives notice that it will proceed with full reviews pursuant to section 751(c)(5) of the Tariff Act of 1930 (19 U.S.C. 1675(c)(5)) to determine whether revocation of the countervailing duty order on hot-rolled steel from Brazil, the antidumping duty orders on hot-rolled steel from Brazil and Japan, and the suspended investigation on hot-rolled steel from Russia would be likely to lead to continuation or recurrence of material injury within a reasonably foreseeable time. A schedule for the reviews will be established and announced at a later