

109TH CONGRESS
2D SESSION

S. 2502

To provide for the modification of an amendatory repayment contract between the Secretary of the Interior and the North Unit Irrigation District, and for other purposes.

IN THE SENATE OF THE UNITED STATES

APRIL 4, 2006

Mr. SMITH (for himself and Mr. WYDEN) introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

A BILL

To provide for the modification of an amendatory repayment contract between the Secretary of the Interior and the North Unit Irrigation District, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “North Unit Irrigation
5 District Act of 2006”.

6 **SEC. 2. NORTH UNIT IRRIGATION DISTRICT.**

7 The Act of August 10, 1954 (68 Stat. 679, chapter
8 663), is amended—

9 (1) in the first section—

1 (A) by inserting “(referred to in this Act
 2 as the ‘District’)” after “irrigation district”;
 3 and

4 (B) by inserting “(referred to in this Act
 5 as the ‘Contract’)” after “1953”; and

6 (2) by adding at the end the following:

7 **“SEC. 3. ADDITIONAL TERMS.**

8 “On approval of the District directors and notwith-
 9 standing project authorizing legislation to the contrary,
 10 the Contract is modified, without further action by the
 11 Secretary of the Interior, to include the following modi-
 12 fications:

13 “(1) In Article 8(a) of the Contract, by deleting
 14 ‘a maximum of 50,000’ and inserting ‘approximately
 15 59,000’ after ‘irrigation service to’.

16 “(2) In Article 11(a) of the Contract, by delet-
 17 ing ‘The classified irrigable lands within the project
 18 comprise 49,817.75 irrigable acres, of which
 19 35,773.75 acres are in Class A and 14,044.40 in
 20 Class B. These lands and the standards upon which
 21 the classification was made are described in the doc-
 22 ument entitled “Land Classification, North Unit,
 23 Deschutes Project, 1953” which is on file in the of-
 24 fice of the Regional Director, Bureau of Reclama-
 25 tion, Boise, Idaho, and in the office of the District’

1 and inserting ‘The classified irrigable land within
2 the project comprises 58,902.8 irrigable acres, all of
3 which are authorized to receive irrigation water pur-
4 suant to water rights issued by the State of Oregon
5 and have in the past received water pursuant to
6 such State water rights.’.

7 “(3) In Article 11(c) of the Contract, by delet-
8 ing ‘, with the approval of the Secretary,’ after ‘Dis-
9 trict may’, by deleting ‘the 49,817.75 acre maximum
10 limit on the irrigable area is not exceeded’ and in-
11 serting ‘irrigation service is provided to no more
12 than approximately 59,000 acres and no amendment
13 to the District boundary is required’ after ‘time so
14 long as’.

15 “(4) In Article 11(d) of the Contract, by insert-
16 ing ‘, and may further be used for instream pur-
17 poses, including fish or wildlife purposes, to the ex-
18 tent that such use is required by Oregon State law
19 in order for the District to engage in, or take advan-
20 tage of, conserved water projects as authorized by
21 Oregon State law’ after ‘herein provided’.

22 “(5) By adding at the end of Article 12(d) the
23 following: ‘(e) Notwithstanding the above subsections
24 of this Article or Article 13 below, beginning with
25 the irrigation season immediately following the date

1 of enactment of the North Unit Irrigation District
2 Act of 2006, the annual installment for each year,
3 for the District, under the Contract, on account of
4 the District's construction charge obligation, shall be
5 a fixed and equal annual amount payable on June
6 30 the year following the year for which it is appli-
7 cable, such that the District's total construction
8 charge obligation shall be completely paid by June
9 30, 2044.'.

10 “(6) In Article 14(a) of the Contract, by insert-
11 ing ‘and for instream purposes, including fish or
12 wildlife purposes, to the extent that such use is re-
13 quired by Oregon State law in order for the District
14 to engage in, or take advantage of, conserved water
15 projects as authorized by Oregon State law,’ after
16 ‘and incidental stock and domestic uses’, by insert-
17 ing ‘and for instream purposes as described above,’
18 after ‘irrigation, stock and domestic uses’, and by in-
19 serting ‘, including natural flow rights out of the
20 Crooked River held by the District’ after ‘irrigation
21 system’.

22 “(7) In Article 29(a) of the Contract, by insert-
23 ing ‘and for instream purposes, including fish or
24 wildlife purposes, to the extent that such use is re-
25 quired by Oregon State law in order for the District

1 to engage in, or take advantage of, conserved water
 2 projects as authorized by Oregon State law’ after
 3 ‘provided in article 11’.

4 “(8) In Article 34 of the Contract, by deleting
 5 ‘The District, after the election and upon the execu-
 6 tion of this contract, shall promptly secure final de-
 7 cree of the proper State court approving and con-
 8 firming this contract and decreeing and adjudging it
 9 to be a lawful, valid, and binding general obligation
 10 of the District. The District shall furnish to the
 11 United States certified copies of such decrees and of
 12 all pertinent supporting records.’ after ‘for that pur-
 13 pose.’.

14 **“SEC. 4. FUTURE AUTHORITY TO RENEGOTIATE.**

15 “The Secretary of the Interior (acting through the
 16 Commissioner of Reclamation) may in the future renego-
 17 tiate with the District such terms of the Contract as the
 18 District directors determine to be necessary, only upon the
 19 written request of the District directors and the consent
 20 of the Commissioner of Reclamation.”.

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