

# Union Calendar No. 376

109<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION

# H. R. 5079

[Report No. 109-636]

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.

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## IN THE HOUSE OF REPRESENTATIVES

APRIL 4, 2006

Mr. WALDEN of Oregon introduced the following bill; which was referred to the Committee on Resources

SEPTEMBER 6, 2006

Reported with amendments, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed

[Strike out all after the enacting clause and insert the part printed in italic]

[For text of introduced bill, see copy of bill as introduced on April 4, 2006]

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## 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,*

1 **SECTION 1. SHORT TITLE.**

2 *This Act may be cited as the “Oregon Water Resources*  
3 *Management Act of 2006”.*

4 **SEC. 2. EXTENSION OF PARTICIPATION OF BUREAU OF REC-**  
5 **LAMATION IN DESCHUTES RIVER CONSER-**  
6 **VANCY.**

7 *Section 301 of the Oregon Resource Conservation Act*  
8 *of 1996 (division B of Public Law 104–208; 110 Stat.*  
9 *3009–534) is amended—*

10 *(1) in subsection (a)(1), by striking “Deschutes*  
11 *River Basin Working Group” and inserting*  
12 *“Deschutes River Conservancy Working Group”;*

13 *(2) by amending the text of subsection (a)(1)(B)*  
14 *to read as follows: “4 representatives of private inter-*  
15 *ests including two from irrigated agriculture who ac-*  
16 *tively farm more than 100 acres of irrigated land and*  
17 *are not irrigation district managers and two from the*  
18 *environmental community;”;*

19 *(3) in subsection (b)(3), by inserting before the*  
20 *final period the following: “, and up to a total*  
21 *amount of \$2,000,000 during each of fiscal years*  
22 *2006 through 2015”; and*

23 *(4) in subsection (h), by inserting before the pe-*  
24 *riod at the end the following: “, and \$2,000,000 for*  
25 *each of fiscal years 2006 through 2015”.*

1 **SEC. 3. WALLOWA LAKE DAM REHABILITATION ACT.**

2 (a) *DEFINITIONS.*—*In this section, the following defi-*  
3 *nitions apply:*

4 (1) *ASSOCIATED DITCH COMPANIES, INCOR-*  
5 *PORATED.*—*The term “Associated Ditch Companies,*  
6 *Incorporated” means the nonprofit corporation estab-*  
7 *lished under the laws of the State of Oregon that oper-*  
8 *ates Wallowa Lake Dam.*

9 (2) *SECRETARY.*—*The term “Secretary” means*  
10 *the Secretary of the Interior, acting through the Com-*  
11 *missioner of Reclamation.*

12 (3) *WALLOWA LAKE DAM REHABILITATION PRO-*  
13 *GRAM.*—*The term “Wallowa Lake Dam Rehabilita-*  
14 *tion Program” means the program for the rehabilita-*  
15 *tion of the Wallowa Lake Dam in Oregon, as con-*  
16 *tained in the engineering document titled, “Phase I*  
17 *Dam Assessment and Preliminary Engineering De-*  
18 *sign”, dated December 2002, and on file with the Bu-*  
19 *reau of Reclamation.*

20 (b) *AUTHORIZATION TO PARTICIPATE IN PROGRAM.*—

21 (1) *GRANTS AND COOPERATIVE AGREEMENTS.*—  
22 *The Secretary may provide grants to, or enter into*  
23 *cooperative or other agreements with, tribal, State,*  
24 *and local governmental entities and the Associated*  
25 *Ditch Companies, Incorporated, to plan, design, and*

1       *construct facilities needed to implement the Wallowa*  
2       *Lake Dam Rehabilitation Program.*

3               (2) *CONDITIONS.—As a condition of providing*  
4       *funds under paragraph (1), the Secretary shall ensure*  
5       *that—*

6                       (A) *the Wallowa Lake Dam Rehabilitation*  
7       *Program and activities under this section meet*  
8       *the standards of the dam safety program of the*  
9       *State of Oregon;*

10                      (B) *the Associated Ditch Companies, Incor-*  
11       *porated, agrees to assume liability for any work*  
12       *performed, or supervised, with Federal funds*  
13       *provided to it under this section; and*

14                      (C) *the United States shall not be liable for*  
15       *damages of any kind arising out of any act,*  
16       *omission, or occurrence relating to a facility re-*  
17       *habilitated or constructed with Federal funds*  
18       *provided under this section, both while and after*  
19       *activities are conducted using Federal funds pro-*  
20       *vided under this section.*

21               (3) *COST SHARING.—*

22                      (A) *IN GENERAL.—The Federal share of the*  
23       *costs of activities authorized under this section*  
24       *shall not exceed 50 percent.*

1                   (B) *EXCLUSIONS FROM FEDERAL SHARE.*—

2                   *There shall not be credited against the Federal*  
3                   *share of such costs—*

4                   (i) *any expenditure by the Bonneville*  
5                   *Power Administration in the Wallowa*  
6                   *River watershed; and*

7                   (ii) *expenditures made by individual*  
8                   *agricultural producers in any Federal com-*  
9                   *modity or conservation program.*

10                  (4) *COMPLIANCE WITH STATE LAW.*—*The Sec-*  
11                  *retary, in carrying out this section, shall comply with*  
12                  *applicable Oregon State water law.*

13                  (5) *PROHIBITION ON HOLDING TITLE.*—*The Fed-*  
14                  *eral Government shall not hold title to any facility re-*  
15                  *habilitated or constructed under this section.*

16                  (6) *PROHIBITION ON OPERATION AND MAINTEN-*  
17                  *NANCE.*—*The Federal Government shall not be re-*  
18                  *sponsible for the operation and maintenance of any*  
19                  *facility constructed or rehabilitated under this sec-*  
20                  *tion.*

21                  (c) *RELATIONSHIP TO OTHER LAW.*—*Activities funded*  
22                  *under this section shall not be considered a supplemental*  
23                  *or additional benefit under Federal reclamation law (the*  
24                  *Act of June 17, 1902 (32 Stat. 388, chapter 1093), and*

1 *Acts supplemental to and amendatory of that Act (43*  
2 *U.S.C. 371 et seq.)).*

3 (d) *AUTHORIZATION OF APPROPRIATIONS.—There is*  
4 *authorized to be appropriated to the Secretary to pay the*  
5 *Federal share of the costs of activities authorized under this*  
6 *section, \$6,000,000.*

7 (e) *SUNSET.—The authority of the Secretary to carry*  
8 *out any provisions of this section shall terminate 10 years*  
9 *after the date of the enactment of this section.*

10 **SEC. 4. LITTLE BUTTE/BEAR CREEK SUBBASINS, OREGON,**  
11 **WATER RESOURCE STUDY.**

12 (a) *AUTHORIZATION.—The Secretary of the Interior,*  
13 *acting through the Bureau of Reclamation, may participate*  
14 *in the Water for Irrigation, Streams and the Economy*  
15 *Project water management feasibility study and environ-*  
16 *mental impact statement in accordance with the “Memo-*  
17 *randum of Agreement Between City of Medford and Bureau*  
18 *of Reclamation for the Water for Irrigation, Streams, and*  
19 *the Economy Project”, dated July 2, 2004.*

20 (b) *AUTHORIZATION OF APPROPRIATIONS.—*

21 (1) *IN GENERAL.—There is authorized to be ap-*  
22 *propriated to the Bureau of Reclamation \$500,000 to*  
23 *carry out activities under this section.*

24 (2) *NON-FEDERAL SHARE.—*

1           (A) *IN GENERAL.*—*The non-Federal share*  
2           *shall be 50 percent of the total costs of the Bu-*  
3           *reau of Reclamation in carrying out subsection*  
4           *(a).*

5           (B) *FORM.*—*The non-Federal share required*  
6           *under subparagraph (A) may be in the form of*  
7           *any in-kind services that the Secretary of the In-*  
8           *terior determines would contribute substantially*  
9           *toward the conduct and completion of the study*  
10           *and environmental impact statement required*  
11           *under subsection (a).*

12           (c) *SUNSET.*—*The authority of the Secretary to carry*  
13           *out any provisions of this section shall terminate 10 years*  
14           *after the date of the enactment of this section.*

15   **SEC. 5. NORTH UNIT IRRIGATION DISTRICT.**

16           (a) *SHORT TITLE.*—*This section may be cited as the*  
17           *“North Unit Irrigation District Act of 2006”.*

18           (b) *AMENDMENT.*—*The Act of August 10, 1954 (68*  
19           *Stat. 679, chapter 663), is amended—*

20           (1) *in the first section—*

21                   (A) *by inserting “(referred to in this Act as*  
22                   *the ‘District’)” after “irrigation district”; and*

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

25           (2) *by adding at the end the following:*

1 **“SEC. 3. ADDITIONAL TERMS.**

2       *“On approval of the District directors and notwith-*  
3 *standing project authorizing legislation to the contrary, the*  
4 *Contract is modified, without further action by the Sec-*  
5 *retary of the Interior, to include the following modifica-*  
6 *tions:*

7           *“(1) In Article 8(a) of the Contract, by deleting*  
8       *‘a maximum of 50,000’ and inserting ‘approximately*  
9       *59,000’ after ‘irrigation service to’.*

10           *“(2) In Article 11(a) of the Contract, by deleting*  
11       *‘The classified irrigable lands within the project com-*  
12       *prise 49,817.75 irrigable acres, of which 35,773.75*  
13       *acres are in Class A and 14,044.40 in Class B. These*  
14       *lands and the standards upon which the classification*  
15       *was made are described in the document entitled*  
16       *“Land Classification, North Unit, Deschutes Project,*  
17       *1953” which is on file in the office of the Regional*  
18       *Director, Bureau of Reclamation, Boise, Idaho, and*  
19       *in the office of the District’ and inserting ‘The classi-*  
20       *fied irrigable land within the project comprises*  
21       *58,902.8 irrigable acres, all of which are authorized*  
22       *to receive irrigation water pursuant to water rights*  
23       *issued by the State of Oregon and have in the past*  
24       *received water pursuant to such State water rights.’.*

25           *“(3) In Article 11(c) of the Contract, by deleting*  
26       *‘, with the approval of the Secretary,’ after ‘District*



1        *may*, by deleting *‘the 49,817.75 acre maximum limit*  
2        *on the irrigable area is not exceeded’* and inserting  
3        *‘irrigation service is provided to no more than ap-*  
4        *proximately 59,000 acres and no amendment to the*  
5        *District boundary is required’* after *‘time so long as’*.

6            *“(4) In Article 11(d) of the Contract, by insert-*  
7        *ing ‘, and may further be used for instream purposes,*  
8        *including fish or wildlife purposes, to the extent that*  
9        *such use is required by Oregon State law in order for*  
10       *the District to engage in, or take advantage of, con-*  
11       *served water projects as authorized by Oregon State*  
12       *law’* after *‘herein provided’*.

13           *“(5) By adding at the end of Article 12(d) the*  
14       *following: ‘(e) Notwithstanding the above subsections*  
15       *of this Article or Article 13 below, beginning with the*  
16       *irrigation season immediately following the date of*  
17       *enactment of the North Unit Irrigation District Act*  
18       *of 2006, the annual installment for each year, for the*  
19       *District, under the Contract, on account of the Dis-*  
20       *trict’s construction charge obligation, shall be a fixed*  
21       *and equal annual amount payable on June 30 the*  
22       *year following the year for which it is applicable,*  
23       *such that the District’s total construction charge obli-*  
24       *gation shall be completely paid by June 30, 2044.’*

1           “(6) *In Article 14(a) of the Contract, by insert-*  
2           *ing ‘and for instream purposes, including fish or*  
3           *wildlife purposes, to the extent that such use is re-*  
4           *quired by Oregon State law in order for the District*  
5           *to engage in, or take advantage of, conserved water*  
6           *projects as authorized by Oregon State law,’ after*  
7           *‘and incidental stock and domestic uses’, by inserting*  
8           *‘and for instream purposes as described above,’ after*  
9           *‘irrigation, stock and domestic uses’, and by inserting*  
10          *‘, including natural flow rights out of the Crooked*  
11          *River held by the District’ after ‘irrigation system’.*

12           “(7) *In Article 29(a) of the Contract, by insert-*  
13          *ing ‘and for instream purposes, including fish or*  
14          *wildlife purposes, to the extent that such use is re-*  
15          *quired by Oregon State law in order for the District*  
16          *to engage in, or take advantage of, conserved water*  
17          *projects as authorized by Oregon State law’ after*  
18          *‘provided in article 11’.*

19           “(8) *In Article 34 of the Contract, by deleting*  
20          *‘The District, after the election and upon the execu-*  
21          *tion of this contract, shall promptly secure final de-*  
22          *creed of the proper State court approving and con-*  
23          *firmed this contract and decreeing and adjudging it*  
24          *to be a lawful, valid, and binding general obligation*  
25          *of the District. The District shall furnish to the*

1 *United States certified copies of such decrees and of*  
2 *all pertinent supporting records.’ after ‘for that pur-*  
3 *pose.’.*

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

5 *“The Secretary of the Interior (acting through the*  
6 *Commissioner of Reclamation) may in the future renego-*  
7 *tiate with the District such terms of the Contract as the*  
8 *District directors determine to be necessary, only upon the*  
9 *written request of the District directors and the consent of*  
10 *the Commissioner of Reclamation.”.*

Amend the title so as to read: “A bill to update the management of Oregon water resources, and for other purposes.”.

Union Calendar No. 376

109<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION

**H. R. 5079**

[Report No. 109-636]

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## **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.

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SEPTEMBER 6, 2006

Reported with amendments, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed