

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGIONAL OFFICE

Minidoka Project, Idaho

RECORD OF EXECUTION OF CONTRACT

Contractor: North Rigby Irrigation and Canal Company, Inc.
Contract No. Amend. # 2 to 14-06-W-43 Date of contract March 24, 1987
Estimated amount involved \$ NA
Purpose Conformance with the Reclamation Reform Act of 1982 (Title II, Public Law 97-293)

Remarks: Previous amendatory and supplemental Contract No. 14-06-W-43 (dated February 8, 1963) is considered as amendment #1 to Contract No. 14-06-W-43.

Place Boise, Idaho Date 3/20/87

1. Contract transmitted to Field Solicitor for legal approval.

Regional Supervisor
of Water, Power
and Lands

Robert A. Barbo, _____
(title)

Place Boise, Idaho Date MAR 24 1987

2. Contract given legal approval.


Field Solicitor

3. Contract executed and transmitted to the following:

Original contract: RO 360
Duplicate original to contractor
Copy to: Field Solicitor, Boise, Idaho
Project Superintendent, Burley, Idaho
RO 440 (2), 933 (V.R.)

Amendment No. 2 to
Contract No. 14-06-W-43

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

AMENDATORY CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND THE NORTH RIGBY IRRIGATION AND CANAL COMPANY, INC.
FOR CONFORMANCE WITH
THE RECLAMATION REFORM ACT OF 1982 (Title II, Public Law 97-293)

THIS CONTRACT AMENDMENT, made this 24th day of March, 1987, authorized pursuant to Federal Reclamation Laws, the Act of June 17, 1902 (32 Stat. 388), and all acts amendatory thereof and supplementary thereto, is between the UNITED STATES OF AMERICA, acting through the Regional Director, Pacific Northwest Region, Bureau of Reclamation, hereinafter referred to as the Contracting Officer, and the NORTH RIGBY IRRIGATION AND CANAL COMPANY, INC., hereinafter referred to as the Company, a corporation organized and existing under the laws of the State of Idaho, with its principal place of business at Rigby, Idaho. This amendment shall be solely to conform the existing contract to Sections 203 through 208 of the Reclamation Reform Act of 1982;

It is agreed that the following changes to Contract No. 14-06-W-43, dated December 18, 1952, hereinafter referred to as the Existing Contract, between the United States and the Company shall become effective as of the date of the Contractor's request, January 12, 1987:

Article 27, entitled "Lands for Which Water is Furnished; Limitations on Area," is hereby amended to read as follows:

"Individuals' Right to Prepay"

"27. The acreage limitations of Reclamation Law shall cease to operate when the construction charge obligation under this contract has been paid in full. It shall cease also as to any excess lands in any one ownership when the construction charge obligation hereunder allocable to such land has been paid in full to the United States."

Article 34, entitled "Rules and Regulations," is hereby amended to read as follows:

"Compliance With Reclamation Laws"

"34. (a) The Company agrees that the delivery of irrigation water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

(b) The Secretary reserves the right, after consultation with the Advisory Committee, to make such rules and regulations consistent with the provisions of this contract."

All other contract provisions shall remain in force and are not affected by this amendment.

IN WITNESS WHEREOF, the parties hereto have executed this amendatory contract the day and year first above written.

THE UNITED STATES OF AMERICA

By Paul D. Ruskoff
Acting Regional Director, PN Region
Bureau of Reclamation

(COMPANY SEAL)

NORTH RIGBY IRRIGATION AND
CANAL COMPANY, INC.

Attest:

By Calvin D. Reed
President

As shown
Secretary

STATE OF IDAHO)
 : ss
County of Ada)

On this 24th day of March, 1987, personally appeared before me Paul D. Rachetto, to me known 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 he 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)

Diana L. Jacobo
Notary Public in and for the
State of Idaho
Residing at Boise

My commission expires: 5-23-88

STATE OF ID)
 : ss
County of Jefferson

On this 20 day of February, 1987, personally appeared before me Calvin F. Reed and J. W. Jones, to me known to be the President and Secretary of the North Rigby Irrigation and Canal Company, Inc., the Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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

(SEAL)

Fair N. Foote
Notary Public in and for the
State of ID
Residing at R2B316 Rigby, ID
My commission expires: July 1992

FACT SHEET

1. Contracting Entity, Project, and State:

- A. Corbett Slough Ditch Company, Minidoka Project, Idaho
- B. Harrison Canal and Irrigation Company, Minidoka Project, Idaho
- C. Little Wood River Irrigation Company, Little Wood River Project, Idaho
- D. Milner Irrigation District, Minidoka Project, Idaho
- E. North Rigby Irrigation and Canal Company, Inc., Minidoka Project, Idaho
- F. North Side Canal Company, Minidoka Project, Idaho
- G. Progressive Irrigation District, Minidoka Project, Idaho
- H. Snake River Valley Irrigation District, Minidoka Project, Idaho
- I. Woodville Canal Company, Minidoka Project, Idaho

2. Authorization: Federal Reclamation laws, and all acts amendatory thereof, including Sections 203 through 208 of the Reclamation Reform Act of 1982 (96 Stat. 1272).
3. Status of Environmental Action: The proposed amendatory contracts have been categorically excluded by Categorical Exclusion Checklist dated June 6, 1986, a copy of which is attached.
4. Objective of Contract: Conformance with the Reclamation Reform Act of 1982 (Title II, Public Law 97-293).
5. Term of Contract: Same as that of contract being amended.
6. Delegation of Authority: Commissioner R. A. Olsen's memorandum of April 3, 1984, as revised by his memorandum of January 11, 1985, redelegated authority to the Regional Director to approve and execute contracts which are amended at the request of the district solely to conform with the discretionary provisions of Title II of the 1982 Act.

Initiating The NEPA Process - Categorical Exclusions

2.10.2

Categorical Exclusion Checklist

Project: PN Region

Date: 06/06/86

Nature of Action: As a result of the enactment of the Reclamation Reform Act of 1982 (Title II, Public Law 97-293) the Bureau needs to amend 50 Water Service contracts (see attached examples and list).

Exclusion Category: 9.4.D.14. Approval, renewal, transfer, and execution of an original, amendatory, or supplemental water service or repayment contract where the only result will be to implement an administrative or financial practice or change.

Evaluation of Criteria for Categorical Exclusion

1. This action or group of actions would have a significant effect on the quality of human environment. No x Uncertain Yes
2. This action or group of actions would involve unresolved conflicts concerning alternative uses of available resources. No x Uncertain Yes

Evaluation of Exceptions to Actions Within Categorical Exclusion

1. This action would have significant adverse effects on public health or safety. No x Uncertain Yes
2. This action would affect unique geographical features as: wetlands, wild or scenic rivers, refuges, floodplains, etc. No x Uncertain Yes
3. The action will have highly controversial environmental effects. No x Uncertain Yes
4. The action will have highly uncertain environmental effects or involve unique or unknown environmental risk. No x Uncertain Yes

Initiating The NEPA Process - Categorical Exclusions

2.10.3

Categorical Exclusion Checklist
(continued)

5. This action will establish a precedent for future actions No x Uncertain _____ Yes _____
6. This action is related to other actions with individually insignificant but cumulatively significant environmental effects. No x Uncertain _____ Yes _____
7. This action will affect properties listed or eligible for listing in the National Register of Historic Places. No x Uncertain _____ Yes _____
8. This action will affect a species listed or proposed to be listed as Endangered or Threatened. No x Uncertain _____ Yes _____
9. This action threatens to violate Federal, State, local or tribal law or requirements imposed for protection of the environment. No x Uncertain _____ Yes _____

NEPA Action-Categorical Exclusion X
EA _____
EIS _____

Explanation and/or Remarks:

Preparers Name and Title: Preston Sleeper, Environmental Protection Specialist

Concur: Robert A. Bach Date: 6/5/86
Signature of Division/Office Chief

Concur: Douglas J. James Date: 6-6-86
Signature Environmental Affairs Officer
ACTING