

Chapter 2 ALTERNATIVES

2.1 Formulation of Alternatives

NEPA regulations require analysis of a reasonable range of alternatives to meet the purpose and need for action. In developing the range of alternatives, Reclamation considered alternatives requested by the contractors, alternatives developed internally, and those raised during scoping that meet the underlying purpose and need for action—in this case, to continue to provide a supplemental irrigation supply to the Lucky Peak contractors. Reclamation must then apply its limited discretion and authority with respect to renewal or conversion of the Lucky Peak water service contracts, as discussed in section 1.1.2 in order to determine the range of reasonable alternatives.

In considering the above factors, Reclamation developed two action alternatives which are analyzed in detail and the no action alternative required by NEPA. These alternatives are discussed in section 2.2. Alternatives raised during scoping but eliminated from detailed analysis are discussed in section 2.3.

2.2 Alternatives Analyzed

2.2.1 Alternative 1—No Action

For the purposes of this Final EA, the No Action alternative represents continuation by renewal of the Lucky Peak water service contracts with no substantial change in contract terms. The amount of storage under water service contracts would remain at 71,018 acre-feet available for beneficial irrigation use on lands served by the contractors (Table 2-1). Minor contract modifications may be required; however, to conform with Reclamation law and the agency's contract policy.

Because Reclamation has no discretion whether to renew these contracts under Reclamation law and the renewal language in the contracts, the No Action alternative is properly defined as no change from current management as allowed for by Council on Environmental Quality (CEQ) regulations for implementing NEPA. CEQ made this same recommendation for the no action alternative for a similar contract renewal in the Central Valley Project of California (Federal Register 54:28477) concerning Reclamation's intent to renew long-term water contracts for the Orange Cove and other

2.2 Alternatives Analyzed

Friant Unit irrigation districts. The renewal provisions in the Lucky Peak water service contracts are identical to those in the Friant Unit.

2.2.2 Alternative 2—Convert to Repayment Contracts for Requested Amount (Preferred Alternative)

The Preferred Alternative is the conversion of existing contracts for the amount of storage requested by the contractors, not to exceed the original contract amount under mutually agreeable terms and conditions. The total amount of storage that would be under contract would remain 71,018 acre-feet (Table 2-1). At this time, all 18 of the contractors have advised Reclamation that they wish to convert to repayment contracts for continued delivery of the quantity of water stated in their existing contracts.

The repayment contracts would contain assignment provisions similar to the existing water service contracts that would require Reclamation's approval. Approval of assignments would be subject to separate NEPA, ESA, and other applicable processes.

2.2.3 Alternative 3—Convert to Repayment Contracts for Reduced Quantities Based on the Highest Historic Annual Delivery

This alternative was developed in response to scoping comments concerning the assumption that development of irrigated agricultural land in the Treasure Valley has reduced the need for supplemental storage for at least some contractors and that this reduced need should be reflected in reduced renewal amounts for these contractors. As discussed in section 1.3, Reclamation has very limited discretion to reduce the amount of renewed or converted storage so long as the storage can be put to beneficial use. This storage is used conservatively as drought protection for many of the contractors. However, just because it is infrequently used does not mean it is not needed nor that it cannot be beneficially used. Also, as discussed in section 3.1.1 use of the storage in recent dry years indicates the need for supplemental storage has not diminished.

Nevertheless, in an effort to develop a reasonable alternative that responds to the assertion of a reduced need in some scoping comments and that sufficiently meets the underlying purpose and need, Reclamation developed an alternative based on each contractor's highest historic annual delivery of their Lucky Peak storage over the approximately 35-year life of the contract. To develop this alternative, Reclamation identified the highest annual delivery of storage water from Lucky Peak Reservoir to each contractor since the contracts were executed.

In 2001, a very dry year, the contractors were given incorrect information on the amount of available Lucky Peak storage. Reclamation accepted affidavits from contractors,

where they could substantiate with the concurrence of the watermaster for Water District 63, that in 2001 additional water, up to their contract entitlements, would have been used during a single irrigation season if they had not received erroneous information that water was not available.

Under Alternative 3, the total quantity of storage provided for all 18 contractors would be 64,613 acre-feet. Eleven of the contractors would renew or convert for an amount less than their original storage quantity, while seven contractors would receive the same quantity (Table 2-1).

2.3 Alternatives Considered, but Eliminated from Detailed Analysis

Several comments were received during public scoping that suggested Reclamation should consider making the water provided to the Lucky Peak contractors available for alternative uses including:

- Winter stream flows
- Nonagricultural consumptive uses
- More and better salmon flow augmentation
- Minimum pool for bull trout
- Other irrigation needs
- More flood control space
- Exchange Lucky Peak space with Anderson Ranch space to accommodate nonirrigation uses

As discussed in section 1.1.2, Reclamation law and the Lucky Peak contracts provide the contractors with the right to renew or convert their water service contracts to repayment contracts. Reclamation has no unilateral discretion to allocate the water provided under the contracts to other entities or uses so long as that storage can be put to beneficial use as determined by the state of Idaho.

Furthermore, the purpose of the proposed action is to continue to provide supplemental irrigation water to the contractors. The unilateral reallocation of Lucky Peak storage now

2.3 Alternatives Considered, but Eliminated from Detailed Analysis

Table 2-1. Comparison of Delivery Amount (acre-feet) by Alternative

Lucky Peak Water User Organization	No Action Alternative	Preferred Alternative	Alternative 3¹
Ballentyne Ditch Company, Ltd.	1,300	1,300	1,139 (1994)
Boise City Canal Company	1,000	1,000	818 (1972)
Boise Valley Irrigation Ditch Company	2,500	2,500	2,457 (1966)
Canyon County Water Company	6,000	6,000	4,430 (2001)
Eagle Island Water Users Association ²	1,718	1,718	1,718 (1977)
Farmer's Union Ditch Company, Ltd. ³	10,000	10,000	10,000 (1977)
Middleton Irrigation Association, Inc. ⁴	6,380	6,380	6,380 (2001)
New Dry Creek Ditch Company, Ltd.	3,000	3,000	2,055 (1992)
New Union Ditch Company, Ltd.	1,400	1,400	708 (1966)
Pioneer Ditch Company, Ltd.	500	500	500 (1967)
Pioneer Irrigation District ³	16,000	16,000	16,000 (1977)
Settlers Irrigation District	10,000	10,000	9,6404 (1994)
South Boise Water Company	700	700	266 (1977)
The Eureka Water Company	2,800	2,800	1,717 (2002)
The Middleton Mill Ditch Company ⁵	4,620	4,620	4,620 (2001)
Thurman Mill Ditch Company	800	800	588 (2001)
United Water Idaho ⁶	800	800	800
Fairview Acres	1,500	1,500	777 (1994)
Total	71,018	71,018	64,613

¹ Alternative 3 is based on highest historic annual delivery. The year in which the highest annual delivery occurred is shown in parentheses.

² Use prior to purchase by Micron/Simplot and United States was 2,176 ac-ft.

³ Executed temporary contract for additional storage: Farmer's Union actual delivery was 11,006 ac-ft; Pioneer Irrigation District actual delivery was 16,974 ac-ft.

⁴ Storage space did not fill. All stored water was delivered.

⁵ Affidavit of premature water termination. The Association and Ditch Company would have used additional water, but were informed it was not available. The watermaster has agreed.

⁶ The contracts formerly held by Capital View Irrigation District and South Boise Mutual Irrigation Company Ltd. were assigned to United Water Idaho for irrigation use in 2003 (section 1.3).

under contract to other uses or entities does not meet the underlying need for supplemental irrigation and is therefore outside the scope of analysis. These alternatives are not reasonable as defined in NEPA regulations and, therefore, not analyzed in detail.

As discussed in section 2.2.3, if Alternative 3 were to be implemented, 6,405 acre-feet of Lucky Peak storage would not be renewed for some contractors and would remain uncontracted. This storage could be used towards meeting some of the alternate needs raised in scoping. At this time, however, Reclamation is proposing no immediate action in designating a use for this uncontracted storage under Alternative 3.

Other comments suggested that the contracts should be of shorter duration and expressed concern that repayment contracts would not accommodate changing water needs. The majority of the contractors are exercising their statutory and contractual rights to convert their contracts to repayment contracts, which are perpetual.

