



— BUREAU OF —  
RECLAMATION

# **South Shore and Cherry Hill Farms Carriage and Exchange Contract for Non-Project Water through the Strawberry High Line Canal, Final Environmental Assessment and Finding of No Significant Impact**

**PRO-EA-18-013**

**Upper Colorado Basin**

**Provo Area Office**

**Provo, Utah**



## **Mission Statements**

The Department of the Interior (DOI) conserves and manages the Nation's natural resources and cultural heritage for the benefit and enjoyment of the American people, provides scientific and other information about natural resources and natural hazards to address societal challenges and create opportunities for the American people, and honors the Nation's trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated island communities to help them prosper.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

# **South Shore and Cherry Hill Farms Carriage and Exchange Contract for Non-Project Water through the Strawberry High Line Canal, Final Environmental Assessment and Finding of No Significant Impact**

**PRO-EA-18-013  
Upper Colorado Basin  
Provo Area Office  
Provo, Utah**

Cover Photo: Unknown

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## **I. Introduction**

In compliance with the National Environmental Policy Act of 1969, as amended (NEPA), the Bureau of Reclamation (Reclamation), Provo Area Office has conducted an Environmental Assessment (EA; attached) to determine the potential effects to the human and natural environment of executing a contract to authorize the carriage and exchange of up to 4,500 acre-feet of non-project water through the Strawberry High Line Canal (Canal) in Utah County, Utah (Proposed Action). This feature is a carriage facility, part of the Strawberry Valley Project (SVP). The facility is owned by Reclamation and operated by the Strawberry High Line Canal Company (Company). If approved, the non-project water would be delivered to South Shore Farms (South Shore) and Cherry Hill Farms (Cherry Hill) through the Canal and its laterals.

The proposed contract action was published in the Federal Register on March 14, 2019, and a resolution supporting the Proposed Action was signed by the Strawberry High Line Canal Company's Board of Directors on January 6, 2021.

## **II. Alternatives**

The EA analyzed two alternatives: The No Action and the Proposed Action.

### No Action

Under the No Action Alternative, Reclamation and the Company would not enter into a carriage and exchange contract. The Company would not be allowed to carry or exchange non-project water through the Canal and therefore, South Shore and Cherry Hill would need to find other means of water delivery.

### Proposed Action

The Proposed Action would execute an administrative contract action among Reclamation, the Company, South Shore, and Cherry Hill to authorize the carriage and exchange of up to 4,500 AF of non-project water annually in the Canal and its laterals. The full list of terms and conditions of the contract can be found in the attached draft contract.

Importantly, the Proposed Action would only allow the carriage of non-project water on a space available basis. The Proposed Action would not require modifying the existing facilities or system operations, and there is no ground disturbance component to the Proposed Action.

## **III. Environmental Commitments**

Environmental commitments that are integral to the Proposed Action are as follows:

1. Additional Analyses – If the Proposed Action were to change significantly from that described in this EA because of additional or new information, additional environmental analyses may be necessary.

#### **IV. Summary of Impacts**

A total of five resources were analyzed based on the No Action alternative and Proposed Action alternative. Effects to these resources are summarized below.

- System Operations – There would be no impacts to system operations.
- Cultural Resources – There would be no effect on cultural resources.
- Indian Trust Assets – There are no foreseeable negative impacts on Indian Trust Assets.
- Environmental Justice – There would be no impacts to Environmental Justice populations.
- Cumulative Effects – There are no foreseeable cumulative effects.

#### **V. Finding of No Significant Impact**

Based on the review of the final EA and its supporting documents, implementing the Proposed Action will not significantly affect the quality of the human or natural environment, individually or cumulatively with other actions in the area. No environmental effects meet the definition of significance in context or intensity as defined in 40 CFR 1508.27. Consequently, an Environmental Impact Statement is not required for this Proposed Action.

#### **VI. Decision**

The Proposed Action will not significantly affect the human or natural environment and meets the purpose and need of the Project. The No Action alternative does not meet the purpose and need of the Project. It is Reclamation's decision, therefore, to implement the Proposed Action as described in the attached EA and outlined in the draft carriage and exchange contract (Appendix A of the EA).

**U.S. Department of the Interior  
Bureau of Reclamation  
Provo Area Office  
Provo, Utah**

**FINDING OF NO SIGNIFICANT IMPACT**

**South Shore and Cherry Hill Farms Carriage and Exchange Contract  
for Non-Project Water through the Strawberry High Line Canal  
Strawberry Valley Project - Utah County, Utah**

**FONSI-18-013**

Recommended by:

**PETER  
CROOKSTON** Digitally signed by PETER  
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Peter Crookston  
Environmental Group Chief

Concur:

**RICK BAXTER** Digitally signed by RICK  
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Rick Baxter  
Program Administrator

Approved by:

**KENT  
KOFFORD** Digitally signed by KENT  
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-06'00'

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Kent Kofford  
Area Manager, Provo Area Office

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# 1. Introduction

## 1.1 Background

This Environmental Assessment (EA) was prepared to examine the potential environmental impacts of the South Shore Farms (South Shore) and Cherry Hill Farms (Cherry Hill) Water Carriage and Exchange Contract (Contract) to authorize the carriage and exchange of non-project water through the Strawberry High Line Canal (Canal) in Utah County, Utah (Proposed Action). The Strawberry High Line Canal Company (Company), which operates the Canal, has requested the Contract, which is sponsored by the Bureau of Reclamation (Reclamation). If the Proposed Action is approved, Reclamation would authorize the carriage and exchange of up to 4,500 acre-feet (AF) of non-project water annually into the Canal and delivered through Laterals 30 and 34.

This EA process began prior to the implementation of the revised Council on Environmental Quality's (CEQ) regulations, which became effective on September 14, 2020. As such, this EA was prepared in accordance with the National Environmental Policy Act of 1969, as amended (NEPA), and the previous CEQ regulations implementing NEPA at 40 CFR 1500-1508, as revised in 2005.

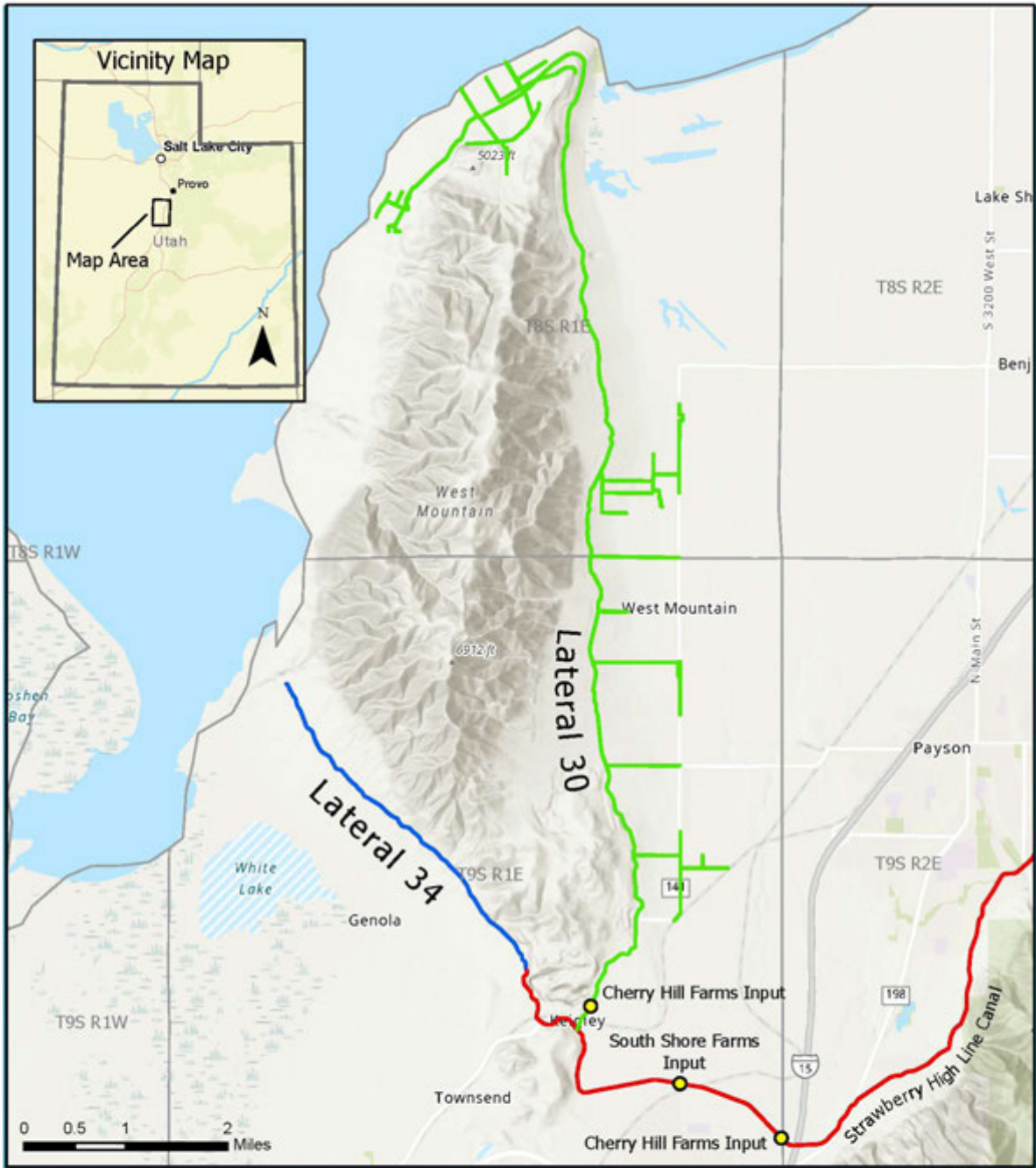
The Strawberry Valley Project (SVP), part of Reclamation's Upper Colorado Basin Region, is located in Utah and Wasatch Counties, in north-central Utah. The SVP is centered in Utah County near Spanish Fork, Utah, and includes the Spanish Fork River. Reclamation built the project to irrigate greater amounts of arable land in southern Utah Valley. Strawberry Dam construction was finished in 1912 and Strawberry High Line Canal construction concluded in 1917. The canal runs approximately 77 miles (including laterals) with 62 miles of it concrete lined. Water from the Strawberry Reservoir flows through Strawberry Tunnel into Six Water Canyon. The water then travels to the Diamond Fork River, then flows into the Spanish Fork River. The Spanish Fork Diversion Dam diverts the water into the Strawberry Power Canal, feeding the Upper and Lower Spanish Fork Powerplants. The Strawberry High Line Canal and the Springville-Mapleton Lateral divert water from the Power Canal and transport it across farmland southeast of Utah Lake. The Canal delivers 57 percent of the SVP water, equaling approximately 37,000 AF annually and delivers full and supplemental water supplies to irrigators in southern Utah County.

South Shore owns and operates an orchard at the north end of West Mountain in Utah County which currently receives some SVP water and leases (on a temporary basis) approximately 1,500 AF of Central Utah Project (CUP). As the CUP issues additional block notices to accommodate municipal growth, the leased CUP water in the south end of Utah County will eventually cease to be available. South Shore has approximately 2,000 AF of private ground water (non-project water) which can be pumped from a well located north of Santaquin, Utah directly into the Canal to be used for irrigation and other incidental purposes. The Proposed Action would enable South Shore the use of this water at its West Mountain orchards by authorizing the non-project water to be delivered to South Shore through Lateral 30 near West Mountain, Utah.



Cherry Hill owns orchards near West Mountain and Genola in Utah County which currently receive some SVP water through laterals 30 and 34. Cherry Hill has approximately 2,500 AF of private ground water (non-project water) which can be pumped from one well near West Mountain and two wells near Santaquin, Utah directly into the Canal to be used for irrigation and other incidental purposes. The Proposed Action would enable Cherry Hill the use of this water at its orchards by authorizing the non-project water to be delivered to Cherry Hill through Laterals 30 and 34 near West Mountain and Genola, Utah (Figure 1). Non-project water would be introduced into the Canal at times and quantities approved by the Company through written schedules submitted by South Shore and Cherry Hill.

# Strawberry High Line Canal Laterals 30 & 34



Prepared by: USBR PAO GIS, 3/11/2021  
NAD 83 UTM 12N



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	Input Location		SHL Canal
	Lateral 30		Lateral 34



The information depicted on this map is for general reference only. It is not intended to replace a certified topographical or boundary survey, or any other legal document.

Figure 1 South Shore and Cherry Hill Farms Inputs

The carriage of non-project water is authorized by the Warren Act of February 21, 1911 (43 U.S.C. 523; 36 Stat 925) and the exchange of non-project water is authorized by Section 14 of the Reclamation Project Act of August 4, 1939 (53 Stat. 1187). This EA analyzes the potential impacts of the Proposed Action in comparison with the No Action Alternative. Under the No Action, Reclamation would not execute the Contract to authorize the carriage and exchange of non-project water in the Canal and its laterals. As required by NEPA implementing regulations, if significant impacts to the human environment are identified, an Environmental Impact Statement will be prepared. If no significant impacts are identified, Reclamation will issue a Finding of No Significant Impact (FONSI).

## 1.2 Statement of Purpose and Need

The purpose of the Proposed Action is to allow the Company to carry and exchange non-project water through the Canal and its laterals.

The need for the Proposed Action is to provide a means of authorizing non-project water through Project facilities.

## 1.3 Federal Decision

The federal decision to be made is whether to implement the Proposed Action, which consists of executing the Contract to authorize the carriage and exchange of non-project water in SVP facilities.

## 1.4 Permits and Authorizations

Implementation of the Proposed Action may require a number of authorizations or permits from state and Federal agencies. Potential authorizations or permits may include those listed in Table 1-1.

**Table 1-1 Permits and Authorizations**

Agency/Department	Purpose
Bureau of Reclamation	Reclamation authorization would be needed to allow non-project water through SVP facilities.
Utah Division of Water Rights	The Company, South Shore, and Cherry Hill would be required to obtain, at their own expense, any necessary permits or other approvals to comply with the laws of the State of Utah regarding changes in points of diversion, place of use, or purpose of use of water carried under the proposed contract.

## **2. Alternatives**

This chapter describes the features of the No Action and Proposed Action Alternatives and includes a description of each alternative considered. It presents the alternatives in comparative form, defining the differences between each alternative.

### **2.1 No Action**

Under the No Action Alternative, the Proposed Action would not be implemented. Without an executed Contract, the Company would not be authorized to carry or exchange non-project water through the Canal and therefore, South Shore and Cherry Hill would need to find other means of water delivery.

### **2.2 Proposed Action**

The Proposed Action is the preferred alternative. The Proposed Action would execute an administrative contract action among Reclamation, the Company, South Shore, and Cherry Hill to authorize the carriage and exchange of up to 4,500 AF of non-project water annually in the Canal and its laterals. Regarding carriage, the South Shore water would be introduced at approximately mile 15 of the Canal and conducted through the remaining length of the Canal into Lateral 30. Cherry Hill water would be introduced at approximately 100 feet north of turnout 30.03 on Lateral 30, and approximately miles 14 and 15 of the Canal and conducted through the remaining length of the Canal into Laterals 30 and 34. All carriage of non-project irrigation water would be on a space available basis. When excess capacity is unavailable, the non-project water would be reduced at a proportional amount divided between South Shore and Cherry Hill. Non-project water would be introduced into the Canal at times and quantities approved by the Company through written schedules submitted by South Shore and Cherry Hill. Regarding exchange, at times when Project water in the lower reaches of the Canal is insufficient for irrigation demands, South Shore would pump its non-project water into the Canal to assist the Company in making Project deliveries. Non-project water introduced into the Canal at the Company's request would be treated as an exchange and credited on an acre-foot for acre-foot basis against the carriage water.

## **3 Affected Environment and Environmental Consequences**

This chapter describes the environment that could be affected by the Proposed Action. Because the carriage and exchange of non-project water would use existing facilities, the Proposed Action would not require any ground disturbing activities or modification of facilities. Therefore, system operations, cultural resources, Indian Trust Assets, environmental justice, and cumulative effects are the only resources analyzed in this chapter.

### **3.1 System Operations**

The Canal was constructed with a maximum capacity of 300 cubic feet per second (CFS) but generally operates below 240 CFS and delivers both a full and supplemental water supply to irrigators in south Utah County.

When space is available, non-project water would be allowed to flow through the Canal, not to exceed 4,500 AF annually. The Company would monitor carriage of non-project water to ensure that efficiency of the SVP for irrigation and any other authorized purposes is not impaired. When the Company determines there to be insufficient excess capacity in the Canal, Project water deliveries will receive preference. When excess capacity is available, users of non-project water will bear a pro-rata share of all carriage, seepage, and evaporation losses from points of discharge in Project facilities to points of delivery. Non-project water would be metered upon introduction into the Canal and measured at points of delivery. South Shore and Cherry Hill would be responsible for any supplementary measurement devices required for carriage in Project facilities.

Neither the No Action nor the Proposed Action would have significant impacts to system operations.

### **3.2 Cultural Resources**

Cultural resources are defined as physical or other expressions of human activity or occupation. Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA), mandates that Reclamation consider the potential effects of a proposed federal undertaking on historic properties. Historic properties are a subset of cultural resources that include prehistoric or historic districts, sites, buildings, structures, or objects that are at least 50 years of age and are included in, or eligible for, inclusion in the National Register of Historic Places (NRHP). Potential effects of the described alternatives on historic properties are the primary focus of this analysis. Water contract actions in existing facilities with no modifications are exempt from State Historic Preservation Office (SHPO) review under Appendix A. I. 1 of the 2017 Programmatic Agreement Between Reclamation and the Utah SHPO Regarding NHPA Responsibilities for Minor Agency Projects. The Project will be

included in the 2021 Programmatic Agreement annual report to the SHPO. Both the Proposed Action and the No Action Alternatives would result in No Historic Properties Affected.

### **3.3 Indian Trust Assets**

Indian Trust Assets (ITAs) are legal interests in property held in trust by the United States for Indian tribes or individuals. The Department of the Interior's policy is to recognize and fulfill its legal obligations to identify, protect, and conserve the trust resources of federally recognized Indian tribes and tribal members, and to consult with tribes on a government-to-government basis whenever plans or actions affect tribal trust resources, trust assets, or tribal safety (see the *Departmental Manual*, 512 DM 2). Under this policy, as well as Reclamation's ITA policy, Reclamation is committed to carrying out its activities in a manner that avoids adverse impacts to ITAs when possible, and to mitigate or compensate for such impacts when it cannot. All impacts to ITAs, even those considered nonsignificant, must be discussed in the trust analyses in NEPA compliance documents, and appropriate compensation or mitigation must be implemented.

Trust assets can be real property, physical assets, or intangible property rights such as lands, minerals, hunting and fishing rights, traditional gathering grounds, and water rights. Impacts to ITAs are evaluated by assessing how the proposed action would affect the use and quality of ITAs. Any action that would adversely affect the use, value, quality, or enjoyment of an ITA is considered to have an adverse impact on the resources.

There are no known ITAs in the Proposed Project area. Therefore, implementation of the No Action or Proposed Action Alternatives would have no foreseeable negative impacts on Indian Trust Assets.

### **3.4 Environmental Justice**

Executive Order 12898 established Environmental Justice as a Federal agency priority to ensure that minority and low-income groups or Indian tribes are not disproportionately affected by Federal Actions. The Environmental Protection Agency (EPA) generally suggests that a minority, low-income, or American Indian group (collectively, "Environmental Justice (EJ) populations") is present in the Project area if one or more of the groups represents at least 50 percent of the larger population or if the group is more than 10 percentage points higher than the reference population.

The Strawberry High Line Canal is located in Utah County. As of 2018, the estimated population totaled 590,440 (Department of Commerce 2019). Those identifying as white accounted for 91.9 percent of the population. Those who identified as two or more races accounted for the next highest percentage (2.9 percent). In 2018, approximately 11.2 percent of individuals and 7.8 percent of families were living below the Federal poverty level, both of which were within one percentage point of the Utah State averages of 10.3 percent (individuals) and 7.3 percent (families). Of those individuals below the poverty level in Utah County, 13.6 percent self-identified as a minority race compared to 23.9 percent for Utah State. (Department of Commerce 2019)

As described in Section 3.3, there are no known ITAs in the Project vicinity. Based on the foregoing information, there are no EJ populations present and therefore, the Proposed Action would not have an adverse effect on EJ populations.

### **3.5 Cumulative Effects**

As described in Section 3.1 through 3.4, the Proposed Action would have no effect on the environment and therefore would not contribute to cumulative effects associated with other past, present, and reasonably foreseeable project. Therefore, there are no cumulative environmental impacts associated with the Proposed Action.

## 4. Environmental Commitments

The following environmental commitments will be implemented as an integral part of the Proposed Action.

- **Additional Analyses** – If the Proposed Action were to change significantly from that described in this EA because of additional or new information, additional environmental analyses may be necessary.



## **5. Scoping, Coordination, and Public Involvement**

Scoping is an early and open process for determining the scope of issues to be addressed and for identifying the significant issues related to a proposed action (see 40 CFR 1501.9). Scoping includes all types of information-gathering activities and can occur throughout the NEPA process. The Proposed Action was presented to the public and interested agencies as outlined below.

### **5.1 Strawberry High Line Canal Company**

Reclamation and the Company have discussed the Proposed Action in the Company's board meetings. A resolution was signed by the Company's Board of Directors on January 6, 2021 supporting the Proposed Action.

### **5.2 Comment Periods and Public Meetings on Draft EAs**

Reclamation conducted internal scoping to assess potential resources and effects of the Proposed Action. Pursuant to 40 CFR 1506.6(b), a public notice will be published on Reclamation's website and no public comment period or meetings will occur

## 6. Preparers

The following is a list of preparers from Reclamation who participated in the development of this EA.

### Reclamation Preparers

<b>Name</b>	<b>Title</b>	<b>Contribution</b>
Jared Baxter	NEPA Specialist	NEPA Coordinator
Rick Baxter	Manager, Water, Environmental, and Lands Division	Project Oversight
Peter Crookston	Chief, Environmental Group	NEPA Oversight
Jeff Hearty	Contracts and Repayment Specialist	Contracts
Carley Smith	Archaeologist	Cultural Resources, Indian Trust Assets
Brittany White	Fish and Wildlife Biologist	Document Preparation

## 7. Acronyms and Abbreviations

Acronyms/Abbreviations	Meaning/Description
AF	Acre-Feet
CFR	Code of Federal Regulations
CFS	Cubic Feet Per Second
EA	Environmental Assessment
EJ	Environmental Justice
EPA	Environmental Protection Agency
FONSI	Finding of No Significant Impact
ITA	Indian Trust Asset
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRHP	National Register of Historic Places
O&M	Operation and Maintenance
Reclamation	Bureau of Reclamation
SHPO	State Historic Preservation Office
U.S.C.	United States Code

## 8. References

Department of Commerce. 2019 Census Bureau, American Community Survey Office, Washington, D.C.

## **9. Appendices**

# Appendix A

## Draft Contract

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CONTRACT AMONG  
THE STRAWBERRY HIGH LINE CANAL COMPANY  
SOUTH SHORE FARMS  
CHERRY HILL FARMS  
AND  
THE UNITED STATES OF AMERICA  
FOR WATER CARRIAGE AND EXCHANGE IN THE HIGH LINE CANAL  
AND ACCOMPANYING FACILITIES  
STRAWBERRY VALLEY PROJECT, UTAH

THIS CARRIAGE AND EXCHANGE CONTRACT (Contract), made this \_\_\_\_ day of \_\_\_\_\_, 2021, among the STRAWBERRY HIGH LINE CANAL COMPANY (SHLCC or Company), a private irrigation company organized and existing under the laws of the State of Utah, SOUTH SHORE FARMS (South Shore), a private corporation organized and existing under the laws of the State of Utah, CHERRY HILL FARMS (Cherry Hill), a private corporation organized and existing under the laws of the State of Utah, and the UNITED STATES OF AMERICA, represented by the Department of the Interior, Bureau of Reclamation (Reclamation or United States), acting pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Warren Act of February 21, 1911 (36 Stat. 935), and Section 14 of the Reclamation Projects Act of August 4, 1939 (53 Stat. 1187), as well as the rules and regulations promulgated by the Secretary of the Interior (Secretary) under Reclamation Law. South Shore and Cherry Hill may be referred to individually or collectively as the Irrigation Companies.

RECITALS

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3           WHEREAS, Reclamation constructed the Strawberry Valley Project (SVP or Project),  
4 including Strawberry Dam and Reservoir, and the Strawberry High Line Canal (Canal) for the  
5 purpose of supplying water developed for or appropriated by the United States for Project  
6 purposes (Project Water) for irrigation and other uses in south Utah County; and  
7

8           WHEREAS, in 1916 the SHLCC entered into Contract No. 32 with Reclamation to  
9 operate and maintain the Canal and accompanying laterals (Laterals), irrigation structures and  
10 appurtenances at the SHLCC's expense; and  
11

12           WHEREAS, South Shore has approximately 2,000 acre-feet (AF) of private irrigation  
13 water (Non-Project Water) which it desires to pump from wells located near the Canal, which  
14 will be delivered through the Canal and Laterals to its private facilities to be used for irrigation  
15 purposes within the SVP service area and SVP boundaries; and  
16

17           WHEREAS, Cherry Hill leases approximately 2,500 acre-feet (AF) of private irrigation  
18 water (Non-Project Water) which it desires to pump from wells located near the Canal, which  
19 will be delivered through the Canal and Laterals to its private facilities to be used for irrigation  
20 purposes within the SVP service area and SVP boundaries; and  
21

22           WHEREAS, the carriage of Non-Project Water in the Canal and Laterals will benefit the  
23 Irrigation Companies and allow them to more efficiently use their irrigation water; and  
24

25           WHEREAS, the Irrigation Companies and the SHLCC believe a water exchange with  
26 flexible timing on introduction and delivery will be beneficial to the SHLCC and the Irrigation  
27 Companies; and  
28

29           WHEREAS, to the extent Excess Capacity is available, Reclamation and the SHLCC are  
30 willing to exchange Project Water for Non-Project Water or carry Non-Project Water in Project  
31 facilities, in accordance with the terms and conditions of this Contract.  
32  
33



1 AGREEMENT

2  
3 NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:  
4

5 TERM OF CONTRACT

6 1. (a) This Contract will become effective on the date first hereinabove written,  
7 and will remain in effect for a period of up to xxxxx (xx) years, unless terminated by operation  
8 of law, mutual agreement of the parties hereto, or the conditions listed in Article 1(b) below.  
9 Upon execution of this Contract, the Irrigation Companies will not retain any permanent right to  
10 the use of Project facilities for the conveyance of Non-Project Water.  
11

12 (b) The SHLCC is investigating various options to enclose the Canal for  
13 safety, water conservation, and other purposes. If Canal enclosure progresses to a piping  
14 feasibility study while this Contract is in effect, the conveyance of Non-Project Water will be  
15 addressed at that time, and this Contract will require re-negotiation as part of the piping project  
16 feasibility study. If no agreement regarding the carriage and exchange of Non-Project Water  
17 specified in this Contract is reached before completion of the project feasibility study, this  
18 Contract will automatically terminate at that time.  
19

20 INTRODUCTION, EXCHANGE, AND CONVEYANCE

21 OF NON-PROJECT WATER

22 2. (a) Non-Project Water carried or exchanged pursuant to this Contract will be  
23 subject to the availability of Excess Capacity, as determined by the SHLCC, and in accordance  
24 with provisions of the acts of February 21, 1911, August 4, 1939, and the terms and conditions of  
25 this Contract. The Irrigation Companies may introduce Non-Project Water into Project facilities  
26 in accordance with written schedules, submitted to the SHLCC for approval, or upon the  
27 SHLCC's request, and the SHLCC will maintain an accounting of whether the Non-Project  
28 Water is attributed to exchange or carriage based on the timing and location where the water is  
29 diverted. The SHLCC will monitor the carriage of Non-Project Water to ensure that the  
30 efficiency of the SVP for irrigation purposes is not impaired. If at any time the SHLCC  
31 determines that there will not be Excess Capacity in the Project facilities (sufficient to introduce  
32 or receive the Non-Project Water in accordance with the approved schedule), regardless of the  
33 reason, Project Water deliveries will receive first preference, and Non-Project Water will be

1 reduced at a proportional amount divided between the Irrigation Companies. At times when the  
2 Excess Capacity is reduced, the SHLCC will so notify the Irrigation Companies and the  
3 Irrigation Companies will revise their schedules accordingly.

4 (b) For every acre-foot of South Shore or Cherry Hill Non-Project Water  
5 introduced into the Canal and delivered for Project uses, the South Shore or Cherry Hill will  
6 receive one acre-foot of Project water, minus carriage, seepage, evapotranspiration, or other  
7 losses as specified in subparagraph (d) below, to be used for purposes and at locations acceptable  
8 under the Irrigation Companies' State of Utah approved water rights, and in accordance with the  
9 written schedule.

10 (c) The amount of Non-Project Water introduced into Project facilities by  
11 South Shore for carriage or exchange will not exceed 2,000 acre-feet during each calendar year  
12 for the term of this Contract.

13 (d) The amount of Non-Project Water introduced into Project facilities by  
14 Cherry Hill for carriage or exchange will not exceed 2,500 acre-feet during each calendar year  
15 for the term of this Contract.

16 (e) All water conveyed under this Contract will be subject to carriage,  
17 seepage, and evapotranspiration losses equal to other water users, at the discretion of the  
18 SHLCC.

19 (f) The SHLCC is hereby authorized to suspend the carriage or exchange of  
20 South Shore or Cherry Hill Non-Project Water through Project facilities under this Contract if  
21 South Shore or Cherry Hill, their agents or employees violate any provisions of this Contract.  
22 The SHLCC will resume accepting Non-Project Water when South Shore or Cherry Hill satisfy  
23 in full the provisions of this Contract.

24 (g) The right granted herein will be subject to the provisions of applicable  
25 federal laws, rules, and regulations.

26  
27 PERMITS, LICENSES, AND AGREEMENTS

28 3. The parties acknowledge that this Contract does not grant any permission or  
29 entitlement for the Irrigation Companies to change the nature or place of use of their Non-Project  
30 Water rights in any way. Prior to the introduction of Non-Project Water into Project facilities the  
31 Irrigation Companies will be responsible for filing any necessary water right change  
32 applications, obtaining approval from the Utah State Engineer's Office, and providing copies to  
33 Reclamation and SHLCC at no cost to the SHLCC or Reclamation.

1  
2 MEASUREMENT OF WATER

3 4. Non-Project Water introduced into Project facilities will be metered or measured  
4 and recorded by South Shore or Cherry Hill upon introduction into the Canal and at points of  
5 delivery. South Shore or Cherry Hill will be responsible for any supplementary measurement  
6 devices required to fulfill the intents and purposes of this Contract. The Irrigation Companies  
7 will maintain accurate records of the quantity and timing of Non-Project Water, expressed in  
8 acre-feet, introduced into Project facilities and also record the quantity and timing of Project  
9 Water received at their point of delivery, and will provide such records to Reclamation and the  
10 SHLCC upon request. Upon request by any party to this Contract, South Shore or Cherry Hill  
11 and the SHLCC will investigate the accuracy of the measuring and recording devices required by  
12 this Contract, and South Shore or Cherry Hill will promptly correct any errors in measurement of  
13 recording disclosed by such investigation. If such devices are found to be defective or  
14 inaccurate, South Shore or Cherry Hill will make such necessary adjustments, repairs, or  
15 replacements without expense to the SHLCC or Reclamation.  
16

17 SCHEDULING AND REPORTING OBLIGATIONS OF THE IRRIGATION COMPANIES

18 5. On or before each April 1 and at such other times as the SHLCC determines to be  
19 necessary, the Irrigation Companies will submit to the SHLCC written schedules, satisfactory to  
20 the SHLCC, showing the dates, and estimated monthly quantities of Non-Project Water to be  
21 introduced into Project facilities pursuant to this Contract. During each month, the Irrigation  
22 Companies will revise said schedules, if necessary, to reflect the actual amount of Non-Project  
23 Water introduced into the Canal and delivered at their points of delivery pursuant to this  
24 Contract.  
25

26 OPERATION, MAINTENANCE, AND REPLACEMENT (“OM&R”) COSTS

27 6. (a) The SHLCC is responsible to operate, maintain, and replace the Project  
28 facilities in accordance with the 1916 Contract and other existing contracts governing the  
29 OM&R of the Project.

30 (b) The Irrigation Companies will pay directly to the SHLCC a proportionate  
31 share of OM&R costs associated with the water introduced into the Canal and Laterals, as  
32 determined by the SHLCC.

33 (c) Water carriage or exchange may be suspended by the SHLCC in the event

1 of non-payment by South Shore or Cherry Hill of any costs under this Contract which are 30  
2 days overdue. Any such suspended water deliveries as a result of non-payment will resume upon  
3 the payment in full of any outstanding and due amounts, subject to the terms and conditions of  
4 this Contract.

5  
6 REPLACEMENT VALUE CHARGE

7 7. (a) The Irrigation Companies agree to pay a replacement value charge of  
8 \$\_\_\_\_\_ per acre-foot annually to the SHLCC as compensation for carriage in federal facilities.  
9 Replacement value charges will not be assessed when Non-Project Water is exchanged (as  
10 described in Article 2) under the terms and conditions of this Contract for Project water.  
11 Provided further, that if the acts of February 21, 1911, or August 4, 1939, are amended,  
12 superseded, or replaced, any new provisions will apply, and this Contract will be amended or  
13 replaced to incorporate the appropriate provisions, subject to then current Federal law and  
14 Reclamation policy.

15 (b) The replacement value charge in subsection (a) may be adjusted at the  
16 request of the SHLCC every five (5) years to coincide with changes in Reclamation's Operation  
17 and Maintenance Cost Index.

18 (c) The Irrigation Companies will make payments to the SHLCC on or before  
19 December 31 of each year, equal to the total amount payable pursuant to the applicable rate  
20 shown in subsection (a) of this Article.

21 (d) All payments made by the Irrigation Companies pursuant to subsection (a)  
22 of this Article will be considered non-federal and retained as a replacement component under  
23 Reclamation policies PEC 05-10 and PEC 05-11 to be used by the SHLCC as future funding for  
24 extraordinary maintenance needs; provided, that these funds will only be used by the SHLCC for  
25 major, nonrecurring maintenance of the Canal and Laterals and are intended to ensure the  
26 continued safe, dependable, and reliable delivery of authorized Project benefits. Reclamation  
27 Policy PEC 05-03 requires the cost of work performed under the definition of "extraordinary  
28 maintenance" to be greater than 10 percent of the SHLCC's annual operation and maintenance  
29 budget for the facility, and at least \$100,000 in total cost.

30  
31 RECLAMATION NOT LIABLE

32 8. Neither Reclamation nor the SHLCC will be responsible for the control, care or  
33 distribution of the Non-Project Water before it is introduced into or after it is discharged from the

1 Project facilities. It is specifically understood by the parties that Reclamation does not claim any  
2 interest in the acquisition or use of the water beyond the terms specifically set forth in this or any  
3 previous contracts. The parties agree to indemnify and hold harmless Reclamation, and all of its  
4 representatives, from all damages resulting from suits, actions, or claims of any character  
5 brought on account of any injury to any person or property arising out of any act, omission,  
6 neglect, or misconduct in the manner or method of performing any construction, care, operation,  
7 maintenance, supervision, examination, inspection, or other duties of Reclamation under this  
8 contract, regardless of who performs those duties.

9  
10 ENVIRONMENTAL COMPLIANCE.

11 9. Environmental Assessment No. PRO EA-XXX was completed for the actions  
12 proposed in this Contract, and the accompanying Finding of No Significant Impact was signed  
13 on XXXXXXXXX.

14  
15 RECLAMATION REFORM ACT COMPLIANCE

16 10. As the SVP is a paid-out project, Reclamation Reform Act ownership and pricing  
17 provisions are not applicable on this Contract.

18  
19 STANDARD ARTICLES

20  
21 11. CHARGES FOR DELINQUENT PAYMENTS

22  
23 (a) The Irrigation Companies shall be subject to interest, administrative, and penalty  
24 charges on delinquent payments. If a payment is not received by the due date, the Irrigation  
25 Companies shall pay an interest charge on the delinquent payment for each day the payment is  
26 delinquent beyond the due date. If a payment becomes 60 days delinquent, the Irrigation  
27 Companies shall pay, in addition to the interest charge, an administrative charge to cover  
28 additional costs of billing and processing the delinquent payment. If a payment is delinquent 90  
29 days or more, the Irrigation Companies shall pay, in addition to the interest and administrative  
30 charges, a penalty charge for each day the payment is delinquent beyond the due date, based on  
31 the remaining balance of the payment due at the rate of 6 percent per year. The Irrigation  
32 Companies shall also pay any fees incurred for debt collection services associated with a  
33 delinquent payment.

34 (b) The interest rate charged shall be the greater of either the rate prescribed quarterly in  
35 the Federal Register by the Department of the Treasury for application to overdue payments, or  
36 the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the  
37 due date and remain fixed for the duration of the delinquent period.

1 (c) When a partial payment on a delinquent account is received, the amount received  
2 shall be applied first to the penalty charges, second to the administrative charges, third to the  
3 accrued interest, and finally to the overdue payment.

4  
5 12. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT  
6

7 (a) The obligation of the Irrigation Companies to pay the SHLCC as provided in this  
8 contract is a general obligation of the Irrigation Companies notwithstanding the manner in which  
9 the obligation may be distributed among the Irrigation Companies' water users and  
10 notwithstanding the default of individual water users in their obligation to the Irrigation  
11 Companies.

12 (b) The payment of charges becoming due pursuant to this contract is a condition  
13 precedent to receiving benefits under this Contract. The SHLCC shall not make water available  
14 to South Shore or Cherry Hill through Project facilities during any period in which South Shore  
15 or Cherry Hill are in arrears in the advance payment of any charges due the United States or the  
16 SHLCC. The SHLCC shall not deliver water under the terms and conditions of this contract for  
17 lands or parties that are in arrears in the advance payment of any charges levied or established by  
18 the SHLCC.

19  
20 13. CONFIRMATION OF CONTRACT  
21

22 Promptly after the execution of this contract, the Irrigation Companies will provide evidence  
23 to the United States that, pursuant to the laws of the State of Utah, the Irrigation Companies are  
24 legally constituted entities and the contract is lawful, valid, and binding on the Irrigation  
25 Companies. This contract will not be binding on the United States until the Irrigation Companies  
26 provide evidence to the United States' satisfaction. In addition to other forms of evidence to  
27 meet the requirements of this Article, the Irrigation Companies may provide or the United States  
28 may require a certified copy of a final decree of a court of competent jurisdiction in the State of  
29 Utah, confirming the proceedings on the part of the Irrigation Companies for the authorization of  
30 the execution of this contract.

31  
32 14. NOTICES

33 Any notice, demand, or request authorized or required by this Contract will be deemed to  
34 have been given, when mailed, postage prepaid, or delivered to:

35  
36 (a) Bureau of Reclamation  
37 Attn: Regional Director, Upper Colorado Basin  
38 125 South State Street, Room 8100  
39 Salt Lake City, Utah 84138  
40

41 (b) High Line Canal Company  
42 Attn: General Manager  
43 1608 American Way  
44 Payson, Utah 84651  
45  
46  
47

1 (c) South Shore Farms  
2 Attn: President  
3 5625 West 12000 South  
4 Payson, Utah 84651  
5

6 (d) Cherry Hill Farms  
7 Attn: President  
8 P.O. Box 308  
9 Santaquin, Utah 84655  
10

11 The designation of the addressee or the address may be changed by notice given in the  
12 same manner as provided in this article for other notices.  
13

14 15. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS  
15

16 The expenditure or advance of any money or the performance of any obligation of the  
17 United States under this contract shall be contingent upon appropriation or allotment of funds.  
18 Absence of appropriation or allotment of funds shall not relieve the Irrigation Companies from  
19 any obligations under this contract. No liability shall accrue to the United States in case funds  
20 are not appropriated or allotted.  
21

22 16. OFFICIALS NOT TO BENEFIT  
23

24 No Member of or Delegate to the Congress, Resident Commissioner, or official of the  
25 SHLCC or the Irrigation Companies shall benefit from this contract other than as a water user or  
26 landowner in the same manner as other water users or landowners.  
27

28 17. CHANGES IN ORGANIZATION  
29

30 While this contract is in effect, no change may be made in the SHLCC's or South Shore  
31 or Cherry Hill organizations, by inclusion or exclusion of lands or by any other changes which  
32 may affect the respective rights, obligations, privileges, and duties of either the United States, the  
33 SHLCC, or South Shore or Cherry Hill under this contract including, but not limited to,  
34 dissolution, consolidation, or merger, except upon the United States' written consent.  
35

36 18. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED  
37

38 The provisions of this Contract shall apply to and bind the successors and assigns of the  
39 parties hereto, but no assignment or transfer of this contract or any right or interest therein by  
40 either party shall be valid until approved in writing by the other party.  
41

42 19. BOOKS, RECORDS, AND REPORTS  
43

44 The SHLCC and the Irrigation Companies shall establish and maintain accounts and  
45 other books and records pertaining to administration of the terms and conditions of this contract,  
46 including financial transactions; water supply data; project operation, maintenance, and  
47 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop  
48 census), land-ownership, land-leasing, and water-use data; and other matters that the United  
49 States may require. Reports shall be furnished to the United States in such form and on such

1 date or dates as the United States may require. Subject to applicable Federal laws and  
2 regulations, each party to this contract shall have the right during office hours to examine and  
3 make copies of the other party's books and records relating to matters covered by this contract.  
4  
5

## 6 7 20. RULES, REGULATIONS, AND DETERMINATIONS 8

9 (a) The parties agree that the delivery of water or the use of Federal facilities pursuant to  
10 this contract is subject to Federal reclamation law, as amended and supplemented, and the rules  
11 and regulations promulgated by the Secretary of the Interior under Federal reclamation law.  
12

13 (b) The United States shall have the right to make determinations necessary to administer  
14 this Contract that are consistent with its expressed and implied provisions, the laws of the United  
15 States and the State of Utah, and the rules and regulations promulgated by the Secretary of the  
16 Interior. Such determinations shall be made in consultation with the SHLCC.  
17

## 18 21. ADMINISTRATION OF FEDERAL PROJECT LANDS 19

20 The lands and interests in lands acquired, withdrawn, or reserved and needed by the  
21 United States for the purposes of care, operation, and maintenance of the Project works may be  
22 used by the SHLCC for such purposes. The SHLCC shall ensure that no unauthorized  
23 encroachment occurs on Federal project lands and rights-of-way. The SHLCC does not have the  
24 authority to issue any land-use agreement or grant that conveys an interest in Federal real  
25 property, nor to lease or dispose of any interest of the United States.  
26

27 The United States retains responsibility for compliance with the National Historic  
28 Preservation Act of 1966 (NHPA), and the Native American Graves Protection and Repatriation  
29 Act of 1990 (NAGPRA). The SHLCC will notify the United States and, only when on tribal  
30 land, also notify the appropriate tribal official, immediately upon the discovery of any potential  
31 historic properties or Native American human remains, funerary objects, sacred objects, or  
32 objects of cultural patrimony.  
33

## 34 22. PROTECTION OF WATER AND AIR QUALITY 35

36 (a) The SHLCC, without expense to the United States, will care for, operate and  
37 maintain transferred works in a manner that preserves the quality of the water at the highest  
feasible level as determined by the United States.

38 (b) The SHLCC will care for, operate and maintain reserved works in a manner that  
39 preserves the quality of the water at the highest feasible level as determined by the United States.  
40 The United States and the SHLCC do not warrant the quality of the water delivered to the  
41 Irrigation Companies and are under no obligation to furnish or construct water treatment  
42 facilities to maintain or improve the quality of water delivered to the Irrigation Companies.

43 (c) The Irrigation Companies will comply with all applicable water and air pollution  
44 laws and regulations of the United States and the State of Utah; and will obtain all required  
45 permits or licenses from the appropriate Federal, State, or local authorities necessary for the  
46 delivery of water by the Irrigation Companies; and will be responsible for compliance with all  
47 Federal, State, and local water quality standards applicable to surface and subsurface drainage



1 and/or discharges generated through the use of Federal facilities or project water provided by the  
2 SHLCC within its Project Water Service Area.

3 (d) This article will not affect or alter any legal obligations of the Secretary to provide  
4 drainage or other discharge services.

5  
6 23. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY  
7

8 (a) The SHLCC and the Irrigation Companies shall not allow contamination or pollution  
9 of Federal project lands, project waters, or project works of the United States or administered by  
10 the United States and for which the SHLCC has the responsibility for care, operation, and  
11 maintenance by their employees or agents. The SHLCC and the Irrigation Companies shall also  
12 take reasonable precautions to prevent such contamination or pollution by third parties.

13 (b) The SHLCC and the Irrigation Companies shall comply with all applicable Federal,  
14 State, and local laws and regulations and Reclamation policies and instructions existing, or  
15 hereafter enacted or promulgated, concerning any hazardous material that will be used,  
16 produced, transported, stored, released, or disposed of on or in Federal project lands, project  
17 waters, or project works.

18 (c) "Hazardous material" means (1) any substance falling within the definition of  
19 "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the  
20 Comprehensive Environmental Response, Compensation and Liability Act  
21 (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act  
22 (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution,  
23 refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides,  
24 and other solid waste, and (4) any other substance regulated as hazardous or toxic under federal,  
25 state, local, or tribal law.

26  
27 (d) Upon discovery of any event which may or does result in contamination or pollution  
28 of Federal project lands, project water, or project works, the SHLCC shall immediately  
29 undertake all measures necessary to protect public health and the environment, including  
30 measures necessary to contain or abate any such contamination or pollution, and shall report  
31 such discovery with full details of the actions taken to the United States. Reporting shall be  
32 within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is  
33 an emergency and the first working day following discovery in the event of a non-emergency.

34 (e) If violation of the provisions of this Article occurs and the SHLCC does not take  
35 immediate corrective action, as determined by the United States, the SHLCC may be subject to  
36 remedies imposed by the United States, which may include termination of this Contract.

37 (f) The SHLCC shall be liable for any response action or corrective measure necessary to  
38 protect public health and the environment or to restore Federal project lands, project waters, or  
39 project works that are adversely affected as a result of such violation, and for all costs, penalties  
40 or other sanctions that are imposed for violation of any Federal, State, local, or Tribal laws and  
41 regulations concerning hazardous material. At the discretion of the United States, the United  
42 States may also terminate this Contract as a result of such violation.

43 (g) The SHLCC shall defend, indemnify, protect and save the United States harmless  
44 from and against any costs, expenses, claims, damages, demands, or other liability arising from  
45 or relating to the SHLCCs violation of this article.  
46

1 (h) Reclamation agrees to provide information necessary for the SHLCC, using  
2 reasonable diligence, to comply with the provisions of this Article.  
3  
4  
5  
6  
7

8 24. CLEAN AIR AND WATER  
9

10 (a) The SHLCC and the Irrigation Companies agree as follows:

11 (1) To comply with all the requirements of section 114 of the Clean Air Act, as  
12 amended (42 U.S.C. § 7414), and section 308 of the Clean Water Act (33 U.S.C. § 1318),  
13 relating to inspection, monitoring, entry, reports, and information, as well as other  
14 requirements specified in those sections, and all applicable regulations and guidelines  
15 issued thereunder.

16 (2) That no portion of the work required by this contract will be performed in a  
17 facility listed on the Environmental Protection Agency List of Violating Facilities on the  
18 date when this contract was executed unless and until the Environmental Protection  
19 Agency eliminates the name of such facility or facilities from such listing.

20 (3) To use their best efforts to comply with clean air standards and clean water  
21 standards at the facility where the contract work is being performed.

22 (4) To insert the substance of the provisions of this article into any nonexempt  
23 subcontract, including this subparagraph (a)(4).

24 (b) The following definitions apply for purposes of this article:

25 (1) The term “Clean Air Act” means the Act enacted by Pub. L. 88-206 of  
26 Dec. 17, 1963, and amendments thereto, as codified at 42 U.S.C. § 7401, et seq.

27 (2) The term “Clean Water Act” means the Act enacted by Pub. L. 92- 500 of  
28 Oct. 18, 1972, and amendments thereto, as codified at 33 U.S.C. § 1251, et seq.

29 (3) The term “clean air standards” refers to all enforceable rules, regulations,  
30 guidelines, standards, limitations, orders, controls, prohibitions, and other requirements  
31 which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act  
32 or Executive Order 11738, an applicable implementation plan as described in section 110  
33 of the Clean Air Act (42 U.S.C. § 7410), an approved implementation procedure or plan  
34 under subsection 111(c) or subsection 111(d) of the Clean Air Act  
35 (42 U.S.C. § 7411(c) or (d)), or an approved implementation procedure under  
36 subsection 112(d) of the Clean Air Act (42 U.S.C. § 7412(d)).

37 (4) The term “clean water standards” refers to all enforceable limitations,  
38 controls, conditions, prohibitions, standards, and other requirements which are  
39 promulgated pursuant to the Clean Water Act or contained in a permit issued to a  
40 discharger by the Environmental Protection Agency or by a state under an approved  
41 program, as authorized by section 402 of the Clean Water Act (33 U.S.C. § 1342), or by

1 local government to ensure compliance with pretreatment regulations as required by  
2 section 307 of the Clean Water Act (33 U.S.C. § 1317).

3 (5) The term “comply” refers to compliance with clean air or water standards. It  
4 also refers to compliance with a schedule or plan ordered or approved by a court of  
5 competent jurisdiction, the Environmental Protection Agency, or an air or water pollution  
6 control agency in accordance with the requirements of the Clean Air Act or Clean Water  
7 Act and regulations issued pursuant thereto.

8 (6) The term “facility” means any building, plant, installation, structure, mine,  
9 vessel or other floating craft, location, or site of operations owned, leased, or supervised  
10 by the SHLCC or subcontractor to be utilized in the performance of a contract or  
11 subcontract. Where a location or site of operations contains or includes more than one  
12 building, plant, installation, or structure, the entire location or site shall be deemed to be a  
13 facility except where the Director, Office of Federal Activities, Environmental Protection  
14 Agency, determines that independent facilities are collocated in one geographical area.

## 15 16 25. WATER CONSERVATION

17  
18 Prior to the delivery of water provided from or conveyed through federally constructed or  
19 federally financed facilities pursuant to this contract, the Irrigation Companies shall develop a  
20 water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of  
21 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

## 22 23 26. EQUAL EMPLOYMENT OPPORTUNITY

24  
25 During the performance of this contract, the SHLCC and the Irrigation Companies  
26 agree as follows:

27 (1) The SHLCC and the Irrigation Companies will not discriminate against any  
28 employee or applicant for employment because of race, color, religion, sex, sexual orientation,  
29 gender identity, or national origin. The SHLCC and the Irrigation Companies will take  
30 affirmative action to ensure that applicants are employed, and that employees are treated during  
31 employment, without regard to their race, color, religion, sex, sexual orientation, gender identity,  
32 or national origin. Such action shall include, but not be limited to the following: employment,  
33 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;  
34 rates of pay or other forms of compensation; and selection for training, including apprenticeship.  
35 The SHLCC and The Irrigation Companies agree to post in conspicuous places, available to  
36 employees and applicants for employment, notices to be provided by the United States setting  
37 forth the provisions of this nondiscrimination clause.

38 (2) The SHLCC and the Irrigation Companies will, in all solicitations or  
39 advancements for employees placed by or on behalf of the SHLCC and the Irrigation  
40 Companies, state that all qualified applicants will receive consideration for employment without  
41 regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

42 (3) The SHLCC and the Irrigation Companies will not discharge or in any other  
43 manner discriminate against any employee or applicant for employment because such employee  
44 or applicant has inquired about, discussed, or disclosed the compensation of the employee or

1 applicant or another employee or applicant. This provision shall not apply to instances in which  
2 an employee who has access to the compensation information of other employees or applicants  
3 as a part of such employee's essential job functions discloses the compensation of such other  
4 employees or applicants to individuals who do not otherwise have access to such information,  
5 unless such disclosure is in response to a formal complaint or charge, in furtherance of an  
6 investigation, proceeding, hearing, or action, including an investigation conducted by the  
7 employer, or is consistent with the SHLCC and the Irrigation Companies' legal duty to furnish  
8 information.

9 (4) The SHLCC and the Irrigation Companies will send to each labor union or  
10 representative of workers with which he has a collective bargaining agreement or other contract  
11 or understanding, a notice, to be provided by the agency United States, advising the labor union  
12 or workers' representative of the SHLCC and the Irrigation Companies' commitments under  
13 section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the  
14 notice in conspicuous places available to employees and applicants for employment.

15 (5) The SHLCC and the Irrigation Companies will comply with all provisions of  
16 Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders  
17 of the Secretary of Labor.

18 (6) The SHLCC and the Irrigation Companies will furnish all information and reports  
19 required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations,  
20 and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,  
21 records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of  
22 investigation to ascertain compliance with such rules, regulations, and orders.

23 (7) In the event of SHLCC's or the Irrigation Companies' noncompliance with the  
24 nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this  
25 contract may be canceled, terminated or suspended in whole or in part and the SHLCC and the  
26 Irrigation Companies may be declared ineligible for further Government contracts in accordance  
27 with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other  
28 sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of  
29 September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise  
30 provided by law.

31 (8) The SHLCC and the Irrigation Companies will include the provisions of  
32 paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules,  
33 regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive  
34 Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each  
35 subcontract or vendor. The Irrigation Companies will take such action with respect to any  
36 subcontract or purchase order as may be directed by the Secretary of Labor as a means of  
37 enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in  
38 the event the SHLCC or the Irrigation Companies become involved in, or are threatened with,  
39 litigation with a subcontractor or vendor as a result of such direction, the SHLCC may request  
40 the United States to enter into such litigation to protect the interests of the United States.

41 27. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

42  
43 (a) The SHLCC and the Irrigation Companies shall comply with Title VI of the Civil  
44 Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub.

1 L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975  
2 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities  
3 Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.)] [Title III of the Americans with  
4 Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.)], and any other applicable  
5 civil rights laws, and with the applicable implementing regulations and any guidelines imposed  
6 by the U.S. Department of the Interior and/or Bureau of Reclamation.

7 (b) These statutes prohibit any person in the United States from being excluded from  
8 participation in, being denied the benefits of, or being otherwise subjected to discrimination  
9 under any program or activity receiving financial assistance from the Bureau of Reclamation on  
10 the grounds of race, color, national origin, disability, or age. By executing this contract, the  
11 SHLCC and the Irrigation Companies agree to immediately take any measures necessary to  
12 implement this obligation, including permitting officials of the United States to inspect premises,  
13 programs, and documents.

14 (c) The SHLCC and the Irrigation Companies make this agreement in consideration of  
15 and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts,  
16 or other Federal financial assistance extended after the date hereof to the SHLCC and the  
17 Irrigation Companies by the Bureau of Reclamation, including installment payments after such  
18 date on account of arrangements for Federal financial assistance which were approved before  
19 such date. The SHLCC and the Irrigation Companies recognize and agree that such Federal  
20 assistance will be extended in reliance on the representations and agreements made in this article  
21 and that the United States reserves the right to seek judicial enforcement thereof.

22 (d) Complaints of discrimination against the SHLCC and the Irrigation Companies shall  
23 be investigated by the United States' Office of Civil Rights.

## 24 25 28. CERTIFICATION OF NONSEGREGATED FACILITIES

26  
27 The SHLCC and the Irrigation Companies hereby each certify that they do not maintain  
28 or provide for their employees any segregated facilities at any of their establishments and that  
29 they do not permit their employees to perform their services at any location under their control  
30 where segregated facilities are maintained. They certify further that they will not maintain or  
31 provide for their employees any segregated facilities at any of their establishments and that they  
32 will not permit their employees to perform their services at any location under their control  
33 where segregated facilities are maintained. The SHLCC and the Irrigation Companies agree that  
34 a breach of this certification is a violation of the Equal Employment Opportunity clause in this  
35 contract. As used in this certification, the term "segregated facilities" means any waiting rooms,  
36 work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker  
37 rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or  
38 entertainment areas, transportation, and housing facilities provided for employees which are  
39 segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or  
40 national origin, because of habit, local custom, disability, or otherwise. The SHLCC and the  
41 Irrigation Companies further each agree that (except where they have obtained identical  
42 certifications from proposed subcontractors for specific time periods) they will obtain identical  
43 certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000  
44 which are not exempt from the provisions of the Equal Employment Opportunity clause; that  
45 they will retain such certifications in their files; and that they will forward the following notice to  
46 such proposed subcontractors (except where the proposed subcontractors have submitted  
47 identical certifications for specific time periods):  
48

1 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
2 CERTIFICATIONS OF NONSEGREGATED FACILITIES

3 A Certification of Nonsegregated Facilities must be submitted prior to the award of a  
4 subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal  
5 Employment Opportunity clause. The certification may be submitted either for each subcontract  
6 or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The  
7 penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.  
8

9 29. PEST MANAGEMENT

10  
11 (a) The SHLCC and the Irrigation Companies are responsible for complying with  
12 applicable Federal, State, and local laws, rules, and regulations related to pest management in  
13 performing their responsibilities under this contract.

14 (b) The SHLCC and the Irrigation Companies are responsible for effectively avoiding  
15 the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as  
16 defined by the United States, on or in Federal project lands, Federal project waters, and Federal  
17 project works for which and to the extent that the SHLCC has operation and maintenance  
18 responsibility. The SHLCC and the Irrigation Companies are responsible for exercising the level  
19 of precaution necessary in meeting this responsibility, including inspecting their vehicles,  
20 watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud or other debris  
21 that may cause the spread of weeds, invasive species and other pests, and removing such  
22 materials before moving their vehicles, watercraft, and equipment onto any Federal land, into  
23 any Federal project facility waters, or out of any area on Federal project land where work is  
24 performed.

25 (c) Where decontamination of vehicles, watercraft, or equipment is required prior to  
26 entering Federal project land or waters, the decontamination shall be performed by the SHLCC  
27 at the point of prior use, or at an approved offsite facility able to process generated cleaning  
28 wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, the  
29 SHLCC will perform any required decontamination within the work area before moving the  
30 vehicles, watercraft, and equipment from Federal project lands and waters.

31 (d) Programs for the control of undesirable plants and animals on Federal project lands,  
32 and in Federal project waters and Federal project works for which the SHLCC has operation and  
33 maintenance responsibility will incorporate Integrated Pest Management (IPM) concepts and  
34 practices. IPM refers to a systematic and environmentally compatible program to maintain pest  
35 populations within economically and environmentally tolerable levels. In implementing an IPM  
36 program, the SHLCC will adhere to applicable Federal and State laws and regulations and  
37 Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and  
38 manuals, including but not limited to, the Department of the Interior Manual, Part 517 *Integrated*  
39 *Pest Management Policy* and Part 609 *Weed Control Program*, the Plant Protection Act of  
40 June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.  
41

42 30. CONTRACT DRAFTING CONSIDERATIONS

43  
44 This Contract has been negotiated and reviewed by the parties hereto, each of whom is  
45 sophisticated in the matters to which this Contract pertains. Articles 1 through 30 of this  
46 Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be  
47 considered to have drafted the stated articles.  
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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly  
executed on the date first above written.

SOUTH SHORE FARMS

STRAWBERRY HIGH LINE CANAL  
COMPANY

By: \_\_\_\_\_  
Robert McMullin, President

By: \_\_\_\_\_  
Marty Larson, President

CHERRY HILL FARMS

By: \_\_\_\_\_  
Raymond Rowley, President

UNITED STATES  
BUREAU OF RECLAMATION

APPROVED FOR LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Office of the Intermountain Regional Solicitor

By: \_\_\_\_\_  
Wayne G. Pullan, Regional Director  
Interior Region 7 - Upper Colorado Basin