



— BUREAU OF —
RECLAMATION

Carriage of Non-Project Water through Steinaker Reservoir, Vernal Unit, Central Utah Project Facilities Final Environmental Assessment and Finding of No Significant Impact

PRO-EA-13-004



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.

Carriage of Non-Project Water through Steinaker Reservoir, Vernal Unit, Central Utah Project Facilities Final Environmental Assessment and Finding of No Significant Impact

PRO-EA-13-004

Upper Colorado Region

Provo Area Office

Provo, Utah

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Cover Photo: Reclamation

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

FINDING OF NO SIGNIFICANT IMPACT

Carriage of Non-Project Water through Steinaker Reservoir,
Vernal Unit - Central Utah Project Facilities
Uintah County, Utah

FONSI-13-004
(Revised June 2021)

Recommended by:

 7-1-2021

Peter Crookston
Environmental Group Chief

Concur:



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Date: 2021.07.02 07:20:11
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Rick Baxter
Program Administrator

Approved by:



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Kent Kofford
Area Manager, Provo Area Office

I. Introduction

In compliance with the National Environmental Policy Act of 1969, as amended (NEPA), the U.S. Bureau of Reclamation (Reclamation), Provo Area Office conducted an Environmental Assessment (EA; attached) in 2015 to determine the potential effects to the human and natural environment to allow carriage of up to 35,000 acre-feet of non-project irrigation water through the Steinaker Feeder Canal, Steinaker Reservoir, and Steinaker Service Canal. These three features are carriage and storage facilities that are part of the Vernal Unit of the Central Utah Project. These facilities are owned by Reclamation and operated by the Uintah Water Conservancy District (UWCD). The three facilities are located entirely within Uintah County in northeast Utah.

A final EA and Finding of No Significant Impact (FONSI) were published in September 2015. Reclamation then entered into Contract No. 15-WC-40-587 in 2016 that authorized the carriage of the non-project water. An amendment to the contract is now proposed to allow non-project municipal and industrial (M&I) water through the mentioned Vernal Unit facilities. No change in the total amount of non-project water is proposed.

The proposed contract amendment was submitted as a notice in the Federal Register in August 2020 and discussed at a UWCD public board meeting held at the Uintah Conference Center in Vernal, Utah on November 10, 2020. The purpose of this FONSI is to determine whether the amendment to the contract is covered within the scope of the 2015 EA and thus satisfies the requirements of NEPA.

II. Proposed Action

The EA analyzed the Proposed Alternative (Proposed Action), which consisted of Reclamation authorizing the carriage of up to 35,000 acre-feet of non-project irrigation water through Vernal Unit facilities. The contract amendment (i.e., the modified Proposed Action) includes modifying the 2016 carriage contract to authorize conveyance of non-project M&I water (not just irrigation water) through the three facilities. The full list of terms and conditions of the contract amendment can be found in the attached draft contract amendment.

Importantly, the modified Proposed Action does not include an increase in the total amount of non-project water (35,000 acre-feet per year); instead, it only changes how a portion of the water may be used. Furthermore, the potential economic impact of the change in use to M&I water would be *de minimus* because the amount of M&I water represents a small portion of the total 35,000 acre-feet of water (approximately 4.6 percent). Finally, the modified Proposed Action would not require modifying the existing outlet works, facilities, or system operations. There is no ground disturbance component to the Proposed Action or the modified Proposed Action.

III. Environmental Commitments

Environmental commitments integral to the modified Proposed Action can be found in Articles 14, 15, 26, 27, and 28 of the contract amendment. These are the same environmental commitments for the Proposed Action that are stated in the original contract.

IV. Decision

Based on the foregoing information, Reclamation determined that the modified Proposed Action fits within the scope analyzed in the 2015 final EA and therefore does not necessitate supplemental NEPA. It is Reclamation's decision, therefore, to issue this revised FONSI pursuant to NEPA and implementing regulations at 40 CFR 1500-1508, and authorize the modified Proposed Action to be implemented as described in the draft contract (Appendix A). This revised FONSI supersedes the FONSI issued in 2015.

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Chapter 1 Need for Proposed Action and Background

1.1 Introduction

This document is an Environmental Assessment (EA) for the conveyance of up to 35,000 acre-feet per year of non-project water through Steinaker Feeder Canal, Reservoir, and Service Canal in Uintah County, Utah by carriage contract with the Bureau of Reclamation (Reclamation). Uintah Water Conservancy District (District) operates the Vernal Unit and has requested Reclamation authorization to convey non-project water through the Vernal Unit of the Central Utah Project (Project) facilities.

1.2 Background

Steinaker Dam lies at an elevation of 5520 feet in the Ashley Valley of northeastern Utah, south of the Uinta Mountains near Vernal. The climate is arid with hot summers and cold winters.

Steinaker Dam, constructed between 1959 and 1962, is part of the Central Utah Project, Vernal Unit. It is a 162-foot-high, 1,997-foot-long zoned earthfill dam. Steinaker is an off-stream reservoir fed by high flows in Ashley Creek, with a surface area of 820 acres. It is a popular destination for swimming, fishing, boating, and waterskiing.

The Vernal Unit provides supplemental irrigation water supply for the irrigation of about 14,781 acres as well as 1,600 acre-feet of municipal and industrial water for the communities of Vernal, Naples, and Maeser. The irrigation companies have requested to carry non-project water through Vernal Unit facilities, and also have Project storage rights in Steinaker Reservoir for use later in the irrigation season. The non-project water comes from flow rights in Ashley Creek, which is the same source as the Project water, so no additional sources would be introduced under the proposed carriage contract.

The annual allotment of Vernal Unit water available to the District amounts to 19,276 acre-feet, with 34,955 acre-feet available as active storage in the reservoir. In an average year, the District and its partners have approximately 35,000 acre-feet available as non-project water. Under the Proposed Action, the Steinaker Reservoir would be used for the conveyance of a portion of this non-project water, the remainder of which would be regulated and delivered through separate facilities.

The carriage of non-project water in Reclamation facilities is authorized by the Warren Act of February 21, 1911 (43 U.S.C. 523; 36 Stat 925). And as stated above, this document is written to analyze the environmental impacts and effects of entering into a Warren Act contract with the Company, thereby allowing it to carry water as well as use federal facilities to pressurize its irrigation system.

1.3 Purpose and Need of the Proposed Action

The purpose of the Proposed Action is to allow the District to convey non-project water through Vernal Unit facilities. The need for the Proposed Action is to provide a means of regulating non-project water through Project facilities. Conveyance of non-project water through Steinaker Reservoir would not require modifying the existing outlet works and facilities and would not require any change in existing operations. In order to avoid disrupting Project operations, as additional non-project water is introduced through the Steinaker Feeder Canal into Steinaker Reservoir, the outflows through the Steinaker Service Canal would increase as well to match the incoming water diverted at the Thornburgh Diversion Dam on Ashley Creek. The non-project water would then be diverted at existing diversion points to be delivered to the irrigation companies. Non-project Ashley Creek water is currently diverted at various diversion structures which pre-date the Project and are not affiliated with the Vernal Unit of the Central Utah Project. Current non-project diversion and conveyance structures are varying in quality and repair and allowing for the non-project use of Project facilities would increase the efficiency of water delivery in the Vernal area.

This EA analyzes the impacts resulting from the conveyance of non-project water through the dam and canals. The analysis in this EA is limited to consideration of whether or not to authorize the District to convey non-project water through Vernal Unit facilities.

1.4 Authorizing Actions, Permits, and Licenses

Implementation of the Proposed Action could require a number of authorizations or permits from state and Federal agencies. These are summarized below.

- Reclamation authorization needed to convey non-project water through the Vernal Unit facilities.
- Approval to negotiate and execute contracts for carriage of non-project water among the United States, Ashley Upper Irrigation Company, Highline Irrigation Company, Rock Point Irrigation Company, Ashley Central Irrigation Company, Island Ditch Irrigation Company, Steinaker Ditch & Irrigation Company, Colton Ditch Irrigation Company, Dodds Ditch Irrigation Company, the District, and possibly other irrigation companies, has been obtained through an Approval Memorandum from the Commissioner of Reclamation, dated May 8, 2013.
- Change applications may need to be filed with the Utah Division of Water Rights for the water rights representing the water being moved to the Thornburgh Diversion Dam through the carriage contracts with the irrigation companies.

Chapter 2 Proposed Action and Alternatives

2.1 Proposed Action Alternative

The Proposed Action analyzed in this EA is to allow carriage of non-project water through Vernal Unit facilities by a contract among Reclamation, Ashley Upper Irrigation Company, Highline Irrigation Company, Rock Point Irrigation Company, Ashley Central Irrigation Company, Island Ditch Irrigation Company, Steinaker Ditch and Irrigation Company, Colton Ditch Irrigation Company, Dodds Ditch Irrigation Company, the District, and possibly other irrigation companies. The contracts would allow conveyance of up to a total of 35,000 acre-feet per year of non-project water for irrigation during the irrigation season. This EA will be used to determine the potential effects to the human environment and will serve to guide Reclamation's decision, along with other pertinent information, whether to implement the Proposed Action.

Conveyance of non-project water in Project facilities would only be allowed when there is additional capacity available for such use. Delivery of Project water from Steinaker Reservoir only requires the Service Canal's full capacity for a few months, beginning in late July and going through the irrigation season. During the rest of the year, non-project water could be delivered at the discretion of the District, as long as it does not negatively affect Project water users.

If Reclamation decides to implement the Proposed Action to authorize the District to proceed with its proposed project, the contract would be signed and the action implemented.

2.2 No Action Alternative

Under the no action alternative the water conveyance contracts would not be signed and implemented. The District would not be allowed to convey non-project water through the dam and canals. Implementing the no action alternative would have no effect on project facilities and existing operations.

2.3 Preferred Action Alternative

Reclamation considers the Proposed Action alternative to be the preferred alternative.

Chapter 3 Environmental Consequences

3.1 Introduction

This chapter identifies the environment potentially affected by the action and no action alternative and the predicted impacts of the alternatives. Resource specialists analyzed the Propose Action, No Action, system operations, water rights, and socioeconomics and considered impacts to the following resources: water resources; water quality; air quality; slope and channel stability; geological resources; paleontological resources, soil resources; trace elements; fisheries; wildlife; threatened and endangered species; vegetation resources; wetland resources; land resources; floodplains; farmlands; wild and scenic rivers; climate change; recreation and visuals; cultural resources; economic and social resources; public health and safety; hazardous or solid wastes; transportation; Indian Trust Assets; environmental justice; and cumulative effects. The environmental effects are summarized in Table 3.1.

3.2 Proposed Action

The Proposed Action would require no ground-disturbing activities and no modification of the facilities. No change in operations is anticipated with implementing the Proposed Action. Non-project water would continue to be delivered to the same lands as has historically occurred, but by a different delivery system.

3.3 No Action

In the event that the water carriage contracts are not executed, and the District is not allowed to convey its non-project water through the Vernal Unit facilities, no ground-disturbing activities and no modification of the facilities would occur. No change in operations is anticipated with implementing the no action alternative.

3.4 System Operations

Steinaker Reservoir has a total capacity is 40,043 acre-feet, of which 34,955 acre-feet is active storage, 1,193 acre-feet is inactive storage, and 3,895 acre-feet is dead storage. The maximum water surface elevation is 5520.5, which is the same elevation as the spillway crest. The outlet works discharge capacity is 550 cubic feet per second (cfs) at elevation 5520.5 feet.

Steinaker Reservoir is filled by diverting the high flows of Ashley Creek through the Thornberg Diversion Dam. From the diversion, water is conveyed eastward through the 2.8-mile Steinaker Feeder Canal into the reservoir. During the non-irrigation season, surplus flows of Ashley Creek are diverted into the reservoir as long as storage capacity is available. Releases from the reservoir are

made into the Steinaker Service Canal by the District upon request from the irrigation companies. Reservoir water is released to the 12-mile Steinaker Service Canal and conveyed south to existing canals and ditches. The capacity of the Steinaker Service Canal is 325 cfs. See map as Exhibit A (attached).

When space is available, non-project flows of Ashley Creek may be temporarily stored (on a short-term basis) in the reservoir to reduce flood flows, if directed by the River Commissioner and concurred with by the Provo Area Office and the District. Discharges in excess of the Steinaker Service Canal requirements should be wasted into Ashley Creek at the Ashley Creek wasteway.

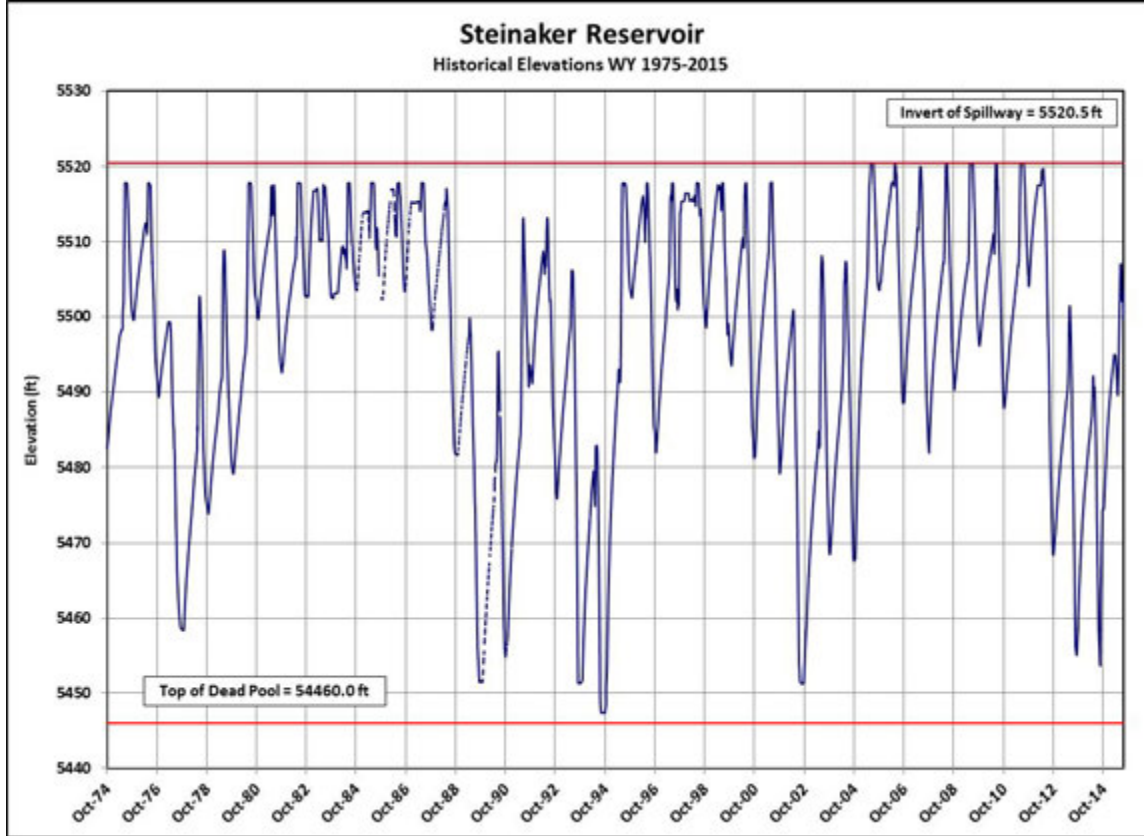
Runoff forecasts for Ashley Creek are provided by the Colorado Basin River Forecast Center in Salt Lake City. The forecasts are published as of the first of each month from January to June for expected unregulated runoff volumes occurring in April through July. The forecast numbers provide a basis for planning reservoir and project operations prior to and during the flood season and permit optimization and coordination of water supply and other reservoir functions.

The average runoff of Ashley Creek based on observed data for the period 1981-2010 is 67,000 acre-feet. Of this total amount, 50,000 acre-feet on average occurs during the runoff period of April-July.

During the 40-year period 1975-2014, Steinaker Reservoir has filled 25 times, or 63 percent of the time (prior to 2005 Steinaker Reservoir elevations were restricted to elevation 5517.8 feet). The reservoir typically experiences wide fluctuations in elevations as can be seen in Figure 2 below.

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

**Figure 2.
Steinaker Reservoir Historical Elevations**



3.5 Water Rights

Reclamation holds Water Right No. 45-2049 (A16387) and Water Right No. 45-2144 (A31157) for the Vernal Unit of the Central Utah Project. Combined these project rights allow 34,173 acre-feet of Ashley Creek water to be diverted at the Thornburg Diversion Dam and stored in Steinaker Reservoir for irrigation, stockwatering, and M&I purposes. Basic properties of these water rights are listed below in Table 1.

**Table 1
Vernal Unit Water Rights**

Water Right No.	Appropriation No.	Priority Date	Quantity (acre-feet)
45-2049	A16387	February 20, 1945	31,458
45-2144	A31157	June 12, 1959	2,715

The carriage contracts will limit the carriage of non-project water in the Feeder Canal and storage of the non-project water in Steinaker Reservoir to times when it will not interfere with diversion and storage under Project water rights. Consequently, the proposed action will not change the quantity of project water that is diverted through the Feed Canal or stored in Steinaker Reservoir.

The Proposed Action will not change operations of non-project water rights that are held by the irrigation companies entering into carriage contracts. In general, these non-project water rights are senior to the Project water listed in table 1 and have historically diverted water from Ashley Creek in the Upper Ashley Valley area. During certain times of the irrigation season the point of diversion for these non-project water rights will be temporarily moved to the Thornburg Diversion Dam. However, the priority date and the source of water, Ashley Creek, will remain the same.

There should be no impacts to surrounding water rights by temporarily moving the non-project water rights to the Thornburg Division Dam. Historically, these water rights drew water from along Ashley Creek locations need the Thornburg Diversion Dam. The annual quantity of water available to these non-project water rights is dictated by the priority dates of the individual rights and the water available in Ashley Creek, which will remain unchanged by the Proposed Action. The Propose Action will also not change the annual diversions, the place use, the nature of use, of these non-project water rights.

Neither the No Action nor Proposed Action alternatives would have significant impacts to water rights.

3.6 Socioeconomics

Vernal is the largest city in the Uintah Basin and as of 2014 boasted a population of 10,844 which was an increase of 19.3 percent from the U.S. Census Bureau count of 9,089 in 2010. In 2013*, the U.S. Census Bureau named Vernal the nation's fifth-fastest growing "metropolitan area" for urban clusters with populations between 10,000 and 49,999. The median household income in Vernal is \$30,357 with 14.7 percent of families below the federal poverty level. With mining and agriculture being the historical staples of the area's economy, natural resource extraction (petroleum, natural gas, phosphate, and Gilsonite) has grown significantly in the area to create a vibrant economy and low unemployment.

Neither the No Action nor Proposed Action alternatives would have significant economic impacts to the local area.

* <http://www.sltrib.com/sltrib/politics/55993616-90/vernal-growth-oil-percent.html.csp>

3.7 Indian Trust Assets

Indian Trust Assets are legal interests in property held in trust by the United States for Federally recognized Indian tribes or Indian individuals. Assets can be real property, physical assets, or intangible property rights, such as lands, minerals, hunting and fishing rights, and water rights. The United States has an Indian trust responsibility to protect and maintain rights reserved by or granted to such tribes or individuals by treaties, statutes, and executive orders. These rights are sometimes

further interpreted through court decisions and regulations. This trust responsibility requires that all Federal agencies take all actions reasonably necessary to protect trust assets. Reclamation would carry out its activities in a manner which protects these assets and avoids adverse impacts when possible. Implementation of the Proposed Action would have no foreseeable negative impacts on Indian Trust Assets.

3.8 Environmental Justice

Executive Order 12898, established environmental justice as a Federal agency priority to ensure that minority and low-income groups are not disproportionately affected by Federal actions.

The proposed project would not involve facility construction, population relocation, health hazards, hazardous waste, property takings, or substantial economic impacts. This action would therefore have no adverse human health or environmental effects on minority and low-income populations as defined by environmental justice policies and directives

3.9 Cumulative Effects

Due to the nature of the Proposed Action Alternative, to allow carriage of 35,000 acre-feet per year of non-project water for irrigation during the irrigation season, there would be no individually minor or collectively significant effects. Therefore, there are no foreseeable cumulative environmental impacts associated with the proposed action.

3.10 Summary of Environmental Effects

There are no anticipated significant impacts to any of the resources listed in Section 3.1 as a result of the Proposed Action of this EA. A no effect determination was made on each of the environmental issues in Table 3.1. Additionally, no unacceptable cumulative impacts would result from implementing the Proposed Action.

**Table 3.1
Summary of Environmental Effects**

EVALUATION OF SIGNIFICANT CRITERIA		No	Yes	Uncertain
1.	This action or group of actions would have a significant effect on the quality of the human environment.	X		
2.	This action or group of actions would involve unresolved conflicts concerning alternative uses of available resources.	X		
EVALUATION OF ENVIRONMENTAL ISSUES				
1.	This action would have significant adverse effects on public health or safety.	X		

2.	This action would have an adverse effect on unique geographical features such as: wetlands, wild or scenic rivers, or scenic rivers, refuges, floodplains, rivers placed on the Nationwide River Inventory, or prime or unique farmlands.	X		
3.	This action would have highly controversial environmental effects.	X		
4.	This action would have highly uncertain environmental effects or involve unique or unknown environmental risk.	X		
5.	This action would establish a precedent for future actions.	X		
6.	This action is related to other actions with individually insignificant, but cumulatively significant effects.	X		
7.	This action would affect properties listed, or eligible for listing in the National Register of Historic Places.	X		
8.	This action would adversely affect a species listed, or proposed to be listed, as endangered or threatened.	X		
9.	This action threatens to violate Federal, state, local or Tribal law, or requirements imposed for protection of the environment.	X		
10.	This action would affect Indian Trust Assets.	X		
11.	This action would not accommodate access to, or allow ceremonial use of Indian sacred sites by Indian religious practitioners, to the extent practicable. Neither would it avoid adversely affect, to any practicable extent, the physical integrity of such sacred sites (E.O. 13007).	X		
12.	This action would disproportionately affect minority or low-income populations (E.O. 12898).	X		

Appendix A

Draft Contract

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

VERNAL UNIT, CENTRAL UTAH PROJECT, UTAH

CONTRACT FOR CONVEYANCE OF NON-PROJECT WATER
BETWEEN THE UNITED STATES OF AMERICA
AND
THE UINTAH WATER CONSERVANCY DISTRICT

THIS AMENDATORY CONTRACT, made this ____ day of _____, 2021, 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. 925; 43 U.S.C. 523), the Colorado River Storage Project Act of April 11, 1956 (70 Stat. 105; 43 U.S.C. 620), the Interior Department Appropriations Act for 1928 of January 12, 1927 (44 Stat. 934), and Section 301 of Public Law 103-434 between THE UNITED STATES OF AMERICA, acting through the Secretary of the Interior (Secretary), Bureau of Reclamation (Reclamation) represented by the officer executing this Contract, or the duly appointed successor or authorized representative (Contracting Officer), and the UINTAH WATER CONSERVANCY DISTRICT (District or Contractor), a water conservancy district organized and existing under the laws of the State of Utah.

WITNESSETH That:

EXPLANATORY RECITALS

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WHEREAS, on February 12, 2016, the District entered into Contract No. 15-WC-40-587 (2016 Contract) with Reclamation for the carriage of up to 35,000 acre-feet of irrigation water in Central Utah Project – Vernal Unit facilities, namely: Steinaker Reservoir, Steinaker Feeder Canal and the Steinaker Service Canal; and

WHEREAS, Vernal City, Maeser Water Improvement District, and the Ashley Valley Water and Sewer Improvement District have primary water rights in Ashley Creek which they have requested Reclamation and the District convey through Project facilities on an Excess Capacity basis; and

WHEREAS, the District has requested to amend the 2016 Contract with Reclamation to include municipal and industrial (M&I) provisions within the 35,000 AF aggregate carriage ceiling; and

WHEREAS, to the extent Excess Capacity is available, Reclamation and the District are willing to convey said Non-Project Water through Project facilities for irrigation and M&I uses, in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, the parties agree as follows:

- 1 1. The following provisions of Article 1 of the 2016 Contract are hereby amended as
2 follows:
- 3 c. Non-Project Water – Irrigation or M&I water that has not been adjudicated to
4 Reclamation or the District as a part of the water rights held for the Project water
5 supply;
- 6 f. Third Party Contracts – Contracts which can be made with various irrigation
7 companies and M&I water supply entities to allow for the carriage of Non-Project
8 water under the terms and conditions outlined in this Contract, subject to approval
9 of Reclamation;
- 10 g. Irrigation Water - The use of water to irrigate land primarily for the production of
11 commercial agricultural crops or livestock, and domestic and other uses that are
12 incidental thereto;
- 13 h. Municipal and Industrial Water - The use of water for municipal, industrial,
14 miscellaneous and other purposes not falling under the definition of “irrigation
15 use” or within another category of water use under an applicable Federal
16 authority;
- 17
- 18 2. The following provision of Article 3 of the 2016 Contract is hereby amended as follows:
- 19
- 20 f. When the District determines there to be insufficient Excess Capacity in any of the
21 Project facilities, non-project irrigation water will have preference over the non-
22 project M&I water.
- 23
- 24 3. The following provisions of Article 8 of the 2016 Contract are hereby amended as
25 follows:
- 26
- 27 a. An irrigation rate of \$1.70 per acre-foot and an M&I rate of _____ per acre-foot
28 of Non-Project Water introduced into Project facilities will be applied annually.
29 100% of the charges will be considered non-federal, and will be applied from
30 Third Party Contracts as a replacement component to be used by the District as
31 future funding for extraordinary maintenance needs; provided, that these funds
32 will only be used by the District for major, nonrecurring maintenance of Vernal

1 Unit facilities, which are intended to ensure the continued safe, dependable, and
2 reliable delivery of authorized Project benefits. Reclamation Policy PEC 05-03
3 requires the cost of work performed under the definition of “extraordinary
4 maintenance” to be greater than 10 percent of the District’s annual operation and
5 maintenance budget for the facility, and at least \$100,000 in total cost.
6

7 c. This annual payment for replacements may be adjusted every five (5) years to
8 coincide with changes in Reclamation’s O&M Cost Index, as calculated by the
9 Technical Service Center’s Maintenance Services Division, with an index base
10 level from 2013 equaling 4.56 (1977 = 1.00).
11

12 d. The District charges for conveyance under Third Party Contracts will consist of
13 the following components:

- 14 1. 100% of the per acre-foot rate associated with the Project as described in Article 8(a), as
15 determined by Reclamation.
16
- 17
- 18 4. All other provisions not specifically modified in this amendment will remain unchanged.
19

20 STANDARD ARTICLES
21

22 5. MEDIUM FOR TRANSMITTING PAYMENTS

- 23 a. All payments from the District to the Contracting Officer under this Contract will
24 be by the medium requested by Reclamation on or before the date payment is due.
25 The required method of payment may include checks, wire transfers, or other
26 types of payment specified by Reclamation.
- 27 b. Upon execution of the Contract, the District will furnish the Contracting Officer
28 with the District’s taxpayer’s identification numbers (TIN). The purpose for
29 requiring the District’s TIN is for collecting and reporting any delinquent amounts
30 arising out of the District’s relationship with the Contracting Officer.
31

1 6. CHARGES FOR DELINQUENT PAYMENTS

- 2 a. The District will be subject to interest, administrative, and penalty charges on
3 delinquent payments. If a payment is not received by the due date as defined in
4 Section 8 above, the District will pay an interest charge on the delinquent
5 payment for each day the payment is delinquent beyond the due date. If a
6 payment becomes 60 days delinquent, the District will pay, in addition to the
7 interest charge, an administrative charge to cover additional costs of billing and
8 processing the delinquent payment. If a payment is delinquent 90 days or more,
9 the District will pay, in addition to the interest and administrative charges, a
10 penalty charge for each day the payment is delinquent beyond the due date, based
11 on the remaining balance of the payment due at the rate of 6 percent per year.
12 The District will also pay any fees incurred for debt collection services associated
13 with a delinquent payment.
- 14 b. The interest rate charged will be the greater of either the rate prescribed quarterly
15 in the Federal Register by the Department of the Treasury for application to
16 overdue payments, or the interest rate of 0.5 percent per month. The interest rate
17 charged will be determined as of the due date and remain fixed for the duration of
18 the delinquent period.
- 19 c. When a partial payment on a delinquent account is received, the amount received
20 will be applied first to the penalty charges, second to the administrative charges,
21 third to the accrued interest, and finally to the overdue payment.

22

23 7. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

- 24 a. The obligation of the District to pay the Contracting Officer as provided in this
25 contract is a general obligation of the District notwithstanding the manner in
26 which the obligation may be distributed among the District's water users and
27 notwithstanding the default of individual water users in their obligations to the
28 District.
- 29 b. The payment of charges becoming due pursuant to this contract is a condition
30 precedent to receiving benefits under this contract. The Contracting Officer will
31 not make water available to the District through Project facilities during any

1 period in which the District is in arrears in the advance payment of charges due
2 the Contracting Officer. The District will not deliver water under the terms and
3 conditions of this contract for lands or parties that are in arrears in the advance
4 payment of charges as levied or established by the District.
5

6 8. WATER CONSERVATION

- 7 a. Prior to delivery of water provided or conveyed through federally constructed or
8 federally financed facilities pursuant to this Contract, the District will develop a
9 water conservation plan, as required by Section 210(b) of the Reclamation
10 Reform Act of 1982, and Part 427.1 of the Water Conservation Rules and
11 Regulations effective January 1, 1998.
12

13 9. PROTECTION OF WATER AND AIR QUALITY

- 14 a. The District, without expense to the Contracting Officer, will care for, operate and
15 maintain transferred works in a manner that preserves the quality of the water at
16 the highest feasible level as determined by the Contracting Officer.
17 b. The Contracting Officer does not warrant the quality of the water delivered to the
18 District and is under no obligation to furnish or construct water treatment facilities
19 to maintain or improve the quality of water delivered to the District.
20 c. The District will comply with all applicable water and air pollution laws and
21 regulations of the Contracting Officer and the State of Utah; and will obtain all
22 required permits or licenses from the appropriate Federal, State, or local
23 authorities necessary for the introduction, conveyance, and discharge of Non-
24 Project Water by the District; and will be responsible for compliance with all
25 Federal, State, and local water quality standards applicable to surface and
26 subsurface drainage and/or discharges generated through the use of Federal or
27 other facilities for the conveyance of Non-Project Water provided by the District
28 within the District's boundaries or Project Water Service Area.
29 d. This Article will not affect or alter any legal obligations of Reclamation to
30 provide drainage or other discharge services.

- 1 e. If it is determined by the Contracting Officer that the quality of the source(s) of
2 the Non-Project Water identified in Exhibit A, conveyed pursuant to this Contract
3 will significantly degrade the quality of Project Water in or introduced into the
4 Project facilities, the District will, upon receipt of a written notice from the
5 Contracting Officer, arrange for the immediate termination of the introduction of
6 such source(s) of Non-Project Water into Project facilities, and Exhibit A will be
7 modified to delete such source(s) of Non-Project Water.
8

9 **10. EQUAL EMPLOYMENT OPPORTUNITY**

10 During the performance of this Contract, the District agrees as follows:

- 11 a. The District will not discriminate against any employee or applicant for
12 employment because of race, color, religion, sex, sexual orientation, gender
13 identity, or national origin. The District will take affirmative action to ensure that
14 applicants are employed, and that employees are treated during employment,
15 without regard to their race, color, religion, sex, sexual orientation, gender
16 identity, or national origin. Such action shall include, but not be limited to the
17 following: employment, upgrading, demotion, or transfer; recruitment or
18 recruitment advertising; layoff or termination; rates of pay or other forms of
19 compensation; and selection for training, including apprenticeship. The District
20 agrees to post in conspicuous places, available to employees and applicants for
21 employment, notices to be provided by the Contracting Officer setting forth the
22 provisions of this nondiscrimination clause.
- 23 b. The District will, in all solicitations or advancements for employees placed by or
24 on behalf of the District, state that all qualified applicants will receive
25 consideration for employment without regard to race, color, religion, sex, sexual
26 orientation, gender identity, or national origin.
- 27 c. The District will not discharge or in any other manner discriminate against any
28 employee or applicant for employment because such employee or applicant has
29 inquired about, discussed, or disclosed the compensation of the employee or
30 applicant or another employee or applicant. This provision shall not apply to
31 instances in which an employee who has access to the compensation information

1 of other employees or applicants as a part of such employee's essential job
2 functions discloses the compensation of such other employees or applicants to
3 individuals who do not otherwise have access to such information, unless such
4 disclosure is in response to a formal complaint or charge, in furtherance of an
5 investigation, proceeding, hearing, or action, including an investigation conducted
6 by the employer, or is consistent with the District's legal duty to furnish
7 information.

- 8 d. The District will send to each labor union or representative of workers with which
9 it has a collective bargaining agreement or other contract or understanding, a
10 notice, to be provided by the Contracting Officer, advising the said labor union or
11 workers' representative of the District's commitments under Section 202 of
12 Executive Order 11246 of September 24, 1965, and will post copies of the notice
13 in conspicuous places available to employees and applicants for employment.
- 14 e. The District will comply with all provisions of Executive Order
15 No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and
16 relevant orders of the Secretary of Labor.
- 17 f. The District will furnish all information and reports required by said amended
18 Executive Order and by the rules, regulations, and orders of the Secretary of
19 Labor, or pursuant thereto, and will permit access to its books, records, and
20 accounts by the Contracting Officer and the Secretary of Labor for purposes of
21 investigation to ascertain compliance with such rules, regulations, and orders.
- 22 g. In the event of the District's noncompliance with the nondiscrimination clauses of
23 this contract or with any of such rules, regulations, or orders, this contract may be
24 canceled, terminated or suspended in whole or in part and the District may be
25 declared ineligible for further Government contracts in accordance with
26 procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such
27 other sanctions may be imposed and remedies invoked as provided in Executive
28 Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the
29 Secretary of Labor, or as otherwise provided by law.
- 30 h. The District will include the provisions of paragraphs (1) through (8) in every
31 subcontract or purchase order unless exempted by the rules, regulations, or orders

1 of the Secretary of Labor issued pursuant to section 204 of Executive Order No.
2 11246 of September 24, 1965, so that such provisions will be binding upon each
3 subcontractor or vendor. The District will take such action with respect to any
4 subcontract or purchase order as may be directed by the Secretary of Labor as a
5 means of enforcing such provisions, including sanctions for noncompliance:
6 *Provided, however,* that in the event the District becomes involved in, or is
7 threatened with, litigation with a subcontractor or vendor as a result of such
8 direction, the District may request the Contracting Officer to enter into such
9 litigation to protect the interests of the Contracting Officer.

10
11 **11. BOOKS, RECORDS, AND REPORTS**

- 12 a. The District will establish and maintain accounts and other books and records
13 pertaining to administration of the terms and conditions of this Contract,
14 including: the District’s financial transactions, water supply data, Project
15 operation, maintenance and replacement logs, and Project land and right-of-way
16 use agreements; the water users’ land-use (crop census), landownership, land-
17 leasing and water-use data; and other matters that the Contracting Officer may
18 require. Reports thereon will be furnished to the Contracting Officer in such form
19 and on such date or dates as the Contracting Officer may reasonably require.
20 Subject to applicable Federal laws and regulations, each party to this Contract will
21 have the right during office hours to examine and make copies of the other party's
22 books and records relating to matters covered by this Contract.
- 23 b. Notwithstanding the provisions of subsection (a) of this Article, no books,
24 records, or other information will be requested from the District by the
25 Contracting Officer unless such books, records, or information are reasonably
26 related to the administration or performance of this Contract. Any such request
27 will allow the District a reasonable period of time within which to provide the
28 requested books, records, or information.

1 12. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

2 The expenditure or advance of any money or the performance of any obligation of the
3 Contracting Officer under this contract will be contingent upon appropriation or
4 allotment of funds. Absence of appropriation or allotment of funds will not relieve
5 the District from any obligations under this contract. No liability will accrue to the
6 Contracting Officer in case funds are not appropriated or allotted.

7
8 13. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

9 The provisions of this Contract will apply to and bind the successors and assigns of
10 the parties hereto, but no assignment or transfer of this Contract or any right or
11 interest therein will be valid until approved in writing by the Contracting Officer.

12
13 14. OFFICIALS NOT TO BENEFIT

14 No Member of or Delegate to the Congress, Resident Commissioner, or official of the
15 District will benefit from this contract other than as a water user or landowner in the
16 same manner as other water users or landowners.

17
18 15. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

- 19 a. The District shall comply with Title VI of the Civil Rights Act of 1964
20 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-
21 112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act
22 of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the
23 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et
24 seq.)] [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336;
25 42 U.S.C. § 12181, et seq.)], and any other applicable civil rights laws, and with
26 the applicable implementing regulations and any guidelines imposed by the U.S.
27 Department of the Interior and/or Bureau of Reclamation.
- 28 b. These statutes prohibit any person in the Contracting Officer from being excluded
29 from participation in, being denied the benefits of, or being otherwise subjected to
30 discrimination under any program or activity receiving financial assistance from
31 the Bureau of Reclamation on the grounds of race, color, national origin,

1 disability, or age. By executing this contract, the District agrees to immediately
2 take any measures necessary to implement this obligation, including permitting
3 officials of the Contracting Officer to inspect premises, programs, and documents.

4 c. The District makes this agreement in consideration of and for the purpose of
5 obtaining any and all Federal grants, loans, contracts, property discounts, or other
6 Federal financial assistance extended after the date hereof to the District by the
7 Bureau of Reclamation, including installment payments after such date on
8 account of arrangements for Federal financial assistance which were approved
9 before such date. The District recognizes and agrees that such Federal assistance
10 will be extended in reliance on the representations and agreements made in this
11 Article, and that the Contracting Officer reserves the right to seek judicial
12 enforcement thereof.

13 d. Complaints of discrimination against the District will be investigated by the
14 Contracting Officer' Office of Civil Rights.

15
16 16. CERTIFICATION OF NONSEGREGATED FACILITIES

17 The District hereby certifies that it do not maintain or provide for their employees any
18 segregated facilities at any of its establishments and that it does not permit its
19 employees to perform their services at any location under its control where segregated
20 facilities are maintained. It certifies further that it will not maintain or provide for its
21 employees any segregated facilities at any of its establishments and that it will not
22 permit its employees to perform their services at any location under its control where
23 segregated facilities are maintained. The District agrees that a breach of this
24 certification is a violation of the Equal Employment Opportunity clause in this
25 contract. As used in this certification, the term "segregated facilities" means any
26 waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating
27 areas, time clocks, locker rooms and other storage or dressing areas, parking lots,
28 drinking fountains, recreation or entertainment areas, transportation, and housing
29 facilities provided for employees which are segregated by explicit directive or are in
30 fact segregated on the basis of race, creed, color, or national origin, because of habit,
31 local custom, disability, or otherwise. The District further agrees that (except where

1 it has obtained identical certifications from proposed subcontractors for specific time
2 periods) it will obtain identical certifications from proposed subcontractors prior to
3 the award of subcontracts exceeding \$10,000 which are not exempt from the
4 provisions of the Equal Employment Opportunity clause; that it will retain such
5 certifications in its files; and that it will forward the following notice to such proposed
6 subcontractors (except where the proposed subcontractors have submitted identical
7 certifications for specific time periods):

8 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
9 CERTIFICATIONS OF NONSEGREGATED FACILITIES

10 A Certification of Nonsegregated Facilities must be submitted prior to the award of a
11 subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal
12 Employment Opportunity clause. The certification may be submitted either for each
13 subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or
14 annually). Note: The penalty for making false statements in offers is prescribed in
15 18 U.S.C. 1001.

16
17 17. CHANGES IN DISTRICT'S ORGANIZATION

18 While this Contract is in effect, no change may be made in the District's
19 organizations, by inclusion or exclusion of lands or by any other changes which may
20 affect the respective rights, obligations, privileges, and duties of either the
21 Contracting Officer or the District under this Contract including, but not limited to,
22 dissolution, consolidation, or merger, except upon the Contracting Officer' written
23 consent.

24
25 18. NOTICES

26 Any notice, demand, or request authorized or required by this contract will be deemed
27 to have been given, on behalf of the District, when mailed, postage prepaid, or
28 delivered to the other parties as follows:
29
30
31

1 Bureau of Reclamation
2 125 South State Street, Room 8100
3 Salt Lake City, UT 84138
4

5 Uintah Water Conservancy District
6 78 W 3325 N
7 Vernal, UT 84078
8

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

12 19. CONFIRMATION OF CONTRACT

13 Promptly after the execution of this contract, the District will provide evidence to the
14 Contracting Officer that, pursuant to the laws of the State of Utah, the District is a
15 legally constituted entity and the contract is lawful, valid, and binding on the District.
16 This contract will not be binding on the Contracting Officer until the District provides
17 evidence to the Contracting Officer' satisfaction. In addition to other forms of
18 evidence to meet the requirements of this Article, the District may provide or the
19 Contracting Officer may require a certified copy of a final decree of a court of
20 competent jurisdiction in the State of Utah, confirming the proceedings on the part of
21 the District for the authorization of the execution of this contract.
22

23 20. ADMINISTRATION OF FEDERAL PROJECT LANDS.

24 The lands and interests in lands acquired, withdrawn, or reserved and needed by the
25 Contracting Officer for the purposes of care, operation, and maintenance of Central
26 Utah Project – Vernal Unit works may be used by the District for such purposes. The
27 District shall ensure that no unauthorized encroachment occurs on Federal project
28 lands and rights-of-way. The District does not have the authority to issue any land-
29 use agreement or grant that conveys an interest in Federal real property, nor to lease
30 or dispose of any interest of the Contracting Officer.
31

1 The Contracting Officer retains responsibility for compliance with the National
2 Historic Preservation Act of 1966 (NHPA), and the Native American Graves
3 Protection and Repatriation Act of 1990 (NAGPRA). The District will notify the
4 Contracting Officer and, only when on tribal land, also notify the appropriate tribal
5 official, immediately upon the discovery of any potential historic properties or Native
6 American human remains, funerary objects, sacred objects, or objects of cultural
7 patrimony.
8

9 21. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

- 10 a. The District shall not allow contamination or pollution of Federal project lands,
11 project waters, or project works of the Contracting Officer or administered by the
12 Contracting Officer and for which the District has the responsibility for care,
13 operation, and maintenance by its employees or agents. The District shall also
14 take reasonable precautions to prevent such contamination or pollution by third
15 parties.
- 16 b. The District shall comply with all applicable Federal, state, and local laws and
17 regulations and Reclamation policies and instructions existing, or hereafter
18 enacted or promulgated, concerning any hazardous material that will be used,
19 produced, transported, stored, released, or disposed of on or in Federal project
20 lands, project waters, or project works.
- 21 c. “Hazardous material” means (1) any substance falling within the definition of
22 “hazardous substance,” “pollutant or contaminant,” or “hazardous waste” under
23 the Comprehensive Environmental Response, Compensation and Liability Act (42
24 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33
25 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal
26 pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings,
27 mineral salts, pesticides, and other solid waste, and (4) any other substance
28 regulated as hazardous or toxic under Federal, state, local, or Tribal law.
- 29 d. Upon discovery of any event which may or does result in contamination or
30 pollution of Federal project lands, project water, or project works, the District
31 shall immediately undertake all measures necessary to protect public health and

1 the environment, including measures necessary to contain or abate any such
2 contamination or pollution, and shall report such discovery with full details of the
3 actions taken to the Contracting Officer. Reporting shall be within a reasonable
4 time period but shall not exceed 24 hours from the time of discovery if it is an
5 emergency and the first working day following discovery in the event of a non-
6 emergency.

- 7 e. If violation of the provisions of this Article occurs and the District does not take
8 immediate corrective action, as determined by the Contracting Officer, the
9 District may be subject to remedies imposed by the Contracting Officer, which
10 may include termination of this contract.
- 11 f. The District shall be liable for any response action or corrective measure
12 necessary to protect public health and the environment or to restore Federal
13 project lands, project waters, or project works that are adversely affected as a
14 result of such violation, and for all costs, penalties or other sanctions that are
15 imposed for violation of any Federal, state, local, or Tribal laws and regulations
16 concerning hazardous material. At the discretion of the Contracting Officer, the
17 Contracting Officer may also terminate this Contract as a result of such violation.
- 18 g. The District shall defend, indemnify, protect and save the Contracting Officer
19 harmless from and against any costs, expenses, claims, damages, demands, or
20 other liability arising from or relating to District's violation of this article.
- 21 h. Reclamation agrees to provide information necessary for the District, using
22 reasonable diligence, to comply with the provisions of this Article.

23
24 **22. PEST MANAGEMENT**

- 25 a. The District is responsible for complying with applicable Federal, State, and local
26 laws, rules, and regulations related to pest management in performing its
27 responsibilities under this contract.
- 28 b. The District is responsible for effectively avoiding the introduction and spread of,
29 and for otherwise controlling, undesirable plants and animals, as defined by the
30 Contracting Officer, on or in Federal project lands, Federal project waters, and
31 Federal project works for which and to the extent that the District has operation

1 and maintenance responsibility. The District is responsible for exercising the
2 level of precaution necessary in meeting this responsibility, including inspecting
3 its vehicles and equipment for reproductive and vegetative parts, foreign soil, mud
4 or other debris that may cause the spread of weeds, invasive species and other
5 pests, and removing such materials before moving its vehicles and equipment
6 onto any Federal land or out of any area on Federal project land where work is
7 performed.

- 8 c. Where decontamination of the District's vehicles, watercraft, or equipment is
9 required prior to entering Federal project land or waters, the decontamination
10 shall be performed by the District at the point of prior use, or at an approved
11 offsite facility able to process generated cleaning wastes, pursuant to applicable
12 laws, rules, and regulations. Upon the completion of work, the District will
13 perform any required decontamination within the work area before moving the
14 vehicles, watercraft, and equipment from Federal project lands and waters.
- 15 d. Programs for the control of undesirable plants and animals on Federal project
16 lands, and in Federal project waters and Federal project works for which the
17 District has operation and maintenance responsibility will incorporate Integrated
18 Pest Management (IPM) concepts and practices. IPM refers to a systematic and
19 environmentally compatible program to maintain pest populations within
20 economically and environmentally tolerable levels. In implementing an IPM
21 program, the District will adhere to applicable Federal and State laws and
22 regulations and Department of the Interior and Bureau of Reclamation policies,
23 directives, guidelines, and manuals, including but not limited to, the Department
24 of the Interior Manual, Part 609 Weed Control Program, the Plant Protection Act
25 of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3,
26 1999.

1 23. RULES, REGULATIONS, AND DETERMINATIONS

2
3 (a) The parties agree that the delivery of water or the use of Federal facilities pursuant
4 to this contract is subject to Federal reclamation law, as amended and supplemented,
5 and the rules and regulations promulgated by the Secretary of the Interior under
6 Federal reclamation law.¹

7 (b) The Contracting Officer shall have the right to make determinations necessary to
8 administer this contract that are consistent with its expressed and implied provisions,
9 the laws of the Contracting Officer and the State of Utah, and the rules and regulations
10 promulgated by the Secretary of the Interior. Such determinations shall be made in
11 consultation with the District.

12
13
14 24. CONTRACT DRAFTING CONSIDERATIONS

15 Articles 1 through 23 of this Contract have been drafted, negotiated, and reviewed by
16 the parties hereto, each of whom is sophisticated in the matters to which this Contract
17 pertains, and no one party will be considered to have drafted the stated articles.
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IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

APPROVED FOR
LEGAL SUFFICIENCY

UNITED STATES OF AMERICA

By: _____
Office of the Intermountain
Regional Solicitor

By: _____
Regional Director, Upper Colorado Basin
Bureau of Reclamation

ATTEST:

UINTAH WATER CONSERVANCY DISTRICT

By: _____
Secretary

By: _____
President

10.