

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Reclamation

Boise Project - Idaho

SUPPLEMENTAL CONTRACT  
With  
NEW YORK IRRIGATION DISTRICT

THIS CONTRACT, made this 6th day of July 1954,  
pursuant to the Federal Reclamation Laws and the Act of July 20, 1946 (60  
Stat. 650), between THE UNITED STATES OF AMERICA (hereinafter called the  
United States), acting through <sup>W. A. Dexheimer, Commissioner of Reclamation,</sup> ~~the~~ for the Secretary of the Interior,  
and New York Irrigation District (hereinafter called the  
District), the corporation organized and existing under the laws of the  
State of Idaho, and having its place of business at Boise,  
Idaho,

WITNESSETH, That:

2. WHEREAS, the United States, under the Federal Reclamation Laws,  
has heretofore constructed and is now operating Anderson Ranch and Arrow-  
rock dams and reservoirs, Lake Lowell, and the related works of the Boise  
Federal Reclamation Project, and under the Act of July 20, 1946, is now  
constructing Lucky Peak Dam and Reservoir;

3. WHEREAS, the United States and the District have heretofore  
entered into the following contracts with respect to storage rights in

Anderson Ranch and Arrowrock dams and reservoirs and Lake Lowell of the  
Boise Project:

Ilr-54 dated September 27, 1926  
Ilr-1359 dated August 7, 1941

being collectively referred to hereinafter as the Government-District contracts; and

4. WHEREAS, the District, recognizing the benefits to accrue from a system-wide operation of Anderson Ranch, Arrowrock, and Lucky Peak dams in the interest, jointly, of flood control and irrigation and from the integrated operation of the Boise Project powerplants, including an attendant reduction in the amount of construction costs of Anderson Ranch Dam otherwise allocable to irrigation and the assignment of irrigation costs for return from power revenues, desires to cooperate with the United States and the various other water users organizations to permit such system-wide and integrated operations,

NOW, THEREFORE, in consideration of the mutual and dependent covenants hereinafter stated, it is hereby agreed between the parties hereto as follows:

Definitions

5. The following terms, wherever used in this contract, shall have the following respective meanings:

"Federal Reclamation Laws" shall mean the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplemental thereto.

"Storage season" shall mean, as to the reservoir system and Lake Lowell, the period beginning October 1 of one year and ending during the next year when no more water is available for storage therein.

"Flood control period" shall mean the period from January 1 through July 31 of each year beginning with the first full calendar year after this contract becomes effective.

"Reservoir system" shall mean Anderson Ranch, Arrowrock, and Lucky Peak dams and reservoirs.

Flood Control Operating Plan; Assent Thereto

6. (a) The United States shall operate the net total active capacity of the reservoir system, exclusive of the initial 5,000 acre-feet thereof heretofore reserved in Anderson Ranch Reservoir for power production,<sup>1/</sup> during the flood control period of each year jointly for irrigation and flood control storage in accordance with the operating plan as set forth in the agreement of November 20, 1953, between the departments of the Army and Interior, a copy of which is attached hereto as Exhibit A, as that plan may be implemented by rules and regulations issued under authority of law; and the District, so far as its storage rights as defined in

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<sup>1/</sup> The net space so to be used under current (1954) estimates of total active capacity is 983,000 acre-feet.

the existing Government-District contracts are concerned, hereby assents to such plan in substitution for the flood control plan reflected in the contract of August 7, 1941 between the United States and the New York Irrigation District.

(b) The various provisions of article 18 of the contract of August 7, 1941 (Symbol and No. Ilr-1359 ) relating to the use of capacity of Anderson Ranch Reservoir for flood control benefits, including in particular the provision that 45,000 acre-feet of Anderson Ranch and Arrowrock capacity be kept available for the control of flash floods, shall be inoperative while this contract remains in effect.

Guarantee

7. Beginning with the first full flood control period after the agreement set forth in Exhibit A has become operative, there shall be a determination for each storage season as of the end of that season

- (a) of the amount of water to which the District would have been entitled under its storage rights in the reservoir system and Lake Lowell under its Government-District contracts had Anderson Ranch, Arrowrock, and Lake Lowell reservoirs been operated in accordance with those contracts except for the provisions thereof relating to the use of capacity for flood control benefits and without regard to the flood control plan referred to in article 6, and

(b) of the amount of water which is creditable to the storage rights of the District under its Government-District contracts taking account of actual operations under the flood control operating plan in accordance with this supplemental contract.

If the amount under (a) exceeds that under (b), there shall be credited and made available to the District, out of the water accrued to storage rights in Lucky Peak Reservoir, an amount of stored water equal to that difference. Determinations under this article shall be by a committee of three comprising the State Watermaster of District No. 12-A, a representative of the water users to be selected by the Boise Project Board of Control, and the officer of the United States in charge of the Boise Project; and, so far as practicable, shall be made within thirty (30) days of the end of the storage season involved.

#### Effective Date of Contract

8. (a) This supplemental contract shall become effective only when an allocation report for the Boise Project, supplemental to the report and finding of June 25, 1940 covering Anderson Ranch Dam (H. Doc. No. 916, 71st Cong.) reflecting the flood control benefits based on the operating plan set forth in Exhibit A has been presented to the Congress and become operative and shall remain effective while the provisions of article 7 are operative and water accruing to Lucky Peak storage rights required to meet deficiencies in fill by reason of the flood control operating plan is made available as therein provided.

(b) The District may, at its option, terminate this contract within five (5) years from December 31 of the year in which the Army-Interior agreement set out in Exhibit A first becomes effective. Such termination shall be effected by the giving of written notice by the District's board of directors to the secretaries of the Army and Interior and the State Reclamation Engineer not less than six (6) months in advance of the termination date. Upon termination, the rights of the District under its Government-District contracts shall be determined without regard to the provisions of this supplemental contract, but such termination shall not preclude the continued functioning of the operating plan set forth in Exhibit A pursuant to contractual arrangements with other entities having storage rights in the reservoir system.

#### Status of Existing Contracts

9. This contract is amendatory of and supplementary to the existing Government-District contracts and, except to the extent that the provisions of such contracts are specifically suspended by this contract, the existing contracts shall remain unaffected by this contract.

#### Contingent on Appropriations or Allotment of Funds

10. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by the Congress or the allotment of Federal funds, shall be contingent on such appropriations or allotments being made. The failure of the Congress to appropriate funds, or the failure of any allotment of funds shall not, however, relieve the District from any obligation heretofore

accrued under this contract, nor give the District the right to terminate this contract as to any of its executory features. No liability shall accrue against the United States in case such funds are not so appropriated or allotted.

Successors and Assigns Obligated;  
Assignments Prohibited

11. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract, or any part thereof, or interest therein, shall be valid until approved by the Secretary.

Officials Not to Benefit

12. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA Dec. 7, 1954

By W. A. Dexheimer  
For the Secretary of the Interior

~~(SEAL)~~

Attest:

Chas. L. King  
Secretary

NEW YORK IRRIGATION DISTRICT

By Louis Aldecoa  
President

STATE OF IDAHO            )  
                              : ss.  
County of Ada            )

On this 6th day of July 19 54

before me personally appeared Louis Aldecoa  
and Charles L. King to me  
known to be, respectively, the President and the Secretary of  
the Board of Directors of the New York Irrigation  
District, the corporation that executed the within and fore-  
going instrument. They acknowledged said instrument to be the  
free and voluntary act and deed of said corporation, for the  
uses and purposes therein mentioned; and on oath stated that  
they were authorized to execute said instrument and that the  
seal affixed is the seal of said corporation.

IN WITNESS WHEREOF, I set my hand and affix my offi-  
cial seal the day and year first above written.

/s/ Margaret Stanton

Notary Public in and for the  
State of Idaho  
Residing at Boise, Idaho

(SEAL)

My commission expires 3/15/58



DISTRICT OF COLUMBIA : ss.

I, Harold L. Byrd, a notary public in and for the District of Columbia, do hereby certify that W. A. Dexheimer, Commissioner, Bureau of Reclamation, who executed the foregoing contract with the New York Irrigation District dated July 6, 1954, personally appeared before me, the said W. A. Dexheimer being personally known to me as the person who executed the said contract on behalf of the United States of America, and acknowledged the same to be his act and deed.

Given under my hand and seal this 7th day of December, 1954.

/s/ Harold L. Byrd

(SEAL)

Notary Public in and for the District of Columbia

My commission expires May 14, 1957

**EXHIBIT A**

For copy of Exhibit A, see contract with the Nampa and Meridian  
Irrigation District, No. 11-06-W-87, dated June 17, 1954.