

**U. S. BUREAU OF RECLAMATION
FINAL
ENVIRONMENTAL ASSESSMENT**

**U.S. DEPARTMENT OF VETERANS AFFAIRS,
SAN JOAQUIN VALLEY NATIONAL CEMETERY,
CENTRAL VALLEY PROJECT
LONG-TERM WATER SERVICE CONTRACT RENEWAL**

Environmental Assessment 04-83

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ACRONYMS AND ABBREVIATIONS

af – acre-foot (feet)
af/y – acre-feet per year
CEQA – California Environmental Quality Act
CVP – Central Valley Project
CVPIA – Central Valley Project Improvement Act
Delta – Sacramento and San Joaquin River Delta
DMC – Delta Mendota Canal
DWR – California Department of Water Resources
EA – Environmental Assessment
EIS – Environmental Impact Statement
ESA – Endangered Species Act
FWCA – Fish and Wildlife Coordination Act
FWS – U.S. Fish and Wildlife Service
FONSI – Finding of No Significant Impact
ITAs – Indian Trust Assets
M&I – Municipal and Industrial
NAA – No Action Alternative
National Cemetery – San Joaquin Valley National Cemetery
NEPA – National Environmental Policy Act
OCAP – Operating Criteria and Plan
O&M – Operations and Maintenance
PEIS – Programmatic Environmental Impact Reclamation – U.S. Bureau of Reclamation
ROD – Record of Decision
SWP – State Water Project
SWRCB – State Water Resource Control Board
VA – Department of Veteran Affairs

CHAPTER 1

INTRODUCTION

BACKGROUND

In conformance with the National Environmental Policy Act (NEPA), as amended, this Environmental Assessment (EA) has been prepared to evaluate the potential environmental impacts associated with renewing a long-term water service contract with the Department of Veterans Affairs (VA), San Joaquin Valley National Cemetery (National Cemetery). The U.S. Bureau of Reclamation (Reclamation) is the lead federal agency responsible for compliance with NEPA for the renewal of the contracts. The renewal of this contract would allow continued Central Valley Project (CVP) water delivery to the National Cemetery for municipal and industrial uses.

The CVP is the largest water storage and delivery system in California, with a geographic scope covering 35 of the state's 58 counties. The CVP is divided into nine divisions and further segmented by units. This EA deals with the U.S. Department of Veterans Affairs, San Joaquin Valley National Cemetery (National Cemetery). The U.S. Department of Veterans Affairs is one contractor of the Delta Division.

The National Cemetery is not connected to a CVP distribution system. Hence it is unable to directly receive CVP water. However, the National Cemetery is connected to the California Aqueduct of the State Water Project (SWP). The VA and DWR are entering into a separate Wheeling Agreement for the conveyance of this water. This agreement allows for CVP water to be conveyed by the State of California to an existing turnout in Reach 2A on the California Aqueduct to a turnout to which the National Cemetery is connected, and would then delivery of its CVP water for municipal and industrial (M&I) purposes. Due to the relationship of the conveyance of CVP water through SWP facilities and the renewal of the contract, this EA includes the analysis of these two actions.

STATUTORY AUTHORITIES

Renewal of these contracts is being undertaken in pursuance generally of the Reclamation Act of June 17, 1902 (32 Stat. 388), as amended and supplemented, including, but not limited to the Acts of August 26, 1937, (50 Stat. 844) as amended and supplemented; August 4, 1939 (53 Stat. 1187) as amended and supplemented; July 2, 1956 (70 stat. 483); June 3, 1960 (74 Stat. 156); June 21, 1963 (77 Stat 68); October 12, 1982 (96 Stat. 1262); and October 27, 1986 (100 Stat. 3050); and title XXXIV of the CVPIA of October 30, 1992 (106 Stat. 4706).

NUMBER AND BREADTH OF RELATED CONTRACTS

Reclamation proposes to renew 114 CVP water service contracts throughout the Central Valley. These contracts include an annual maximum quantity of approximately 5.6 million acre-feet of CVP water and provide water service to approximately 3.2 million irrigable acres of land and an urban population in excess of 4.3 million.

The contract with the National Cemetery is considered part of the Delta Mendota Canal (DMC) Unit due to its geographical location. However this contract is unique, in that, DWR conveys the water and the use of the water differs from other contractors. Therefore this EA is prepared separately from the DMC Unit long-term contract renewals.

CHAPTER 2

PURPOSE AND NEED FOR THE ACTION

On October 30, 1992, the President signed into law the Reclamation Projects Authorization and Adjustment Act of 1992 (Public Law 102-575) that included Title XXXIV, the Central Valley Project Improvement Act (CVPIA). The CVPIA amended the previous authorizations of the CVPIA to include fish and wildlife protection, restoration and mitigation as project purposes having equal priority with irrigation and domestic uses, and fish and wildlife enhancement as a project purpose equal to power generation. Section 3404 (c) of the CVPIA directs the Secretary of the Interior (Secretary) to renew existing CVP water service and repayment contracts following completion of a Programmatic Environmental Impact Statement (PEIS) and other needed environmental documentation by stating with respect to irrigation contracts that:

“ . . . the Secretary shall, upon request, renew any existing long-term repayment or water service contract for the delivery of water for a period of 25 years and may renew such contracts for successive periods of up to 25 years . . . (after) appropriate environmental review, including preparation of the environmental impact statement {PEIS}... ”

Section 3409 of the CVPIA required the Secretary to prepare a PEIS to evaluate the direct and indirect adverse impacts and benefits of implementing the CVPIA. The final PEIS included a Preferred Alternative that addressed the regional impacts and benefits of the general method that Reclamation anticipated of implementing the CVPIA, including the Long-term Contract Renewals. The Record of Decision (ROD) for the CVPIA PEIS was finalized in January 2001. It addresses the renewal of long-term CVP water contracts at the programmatic level. However, before individual long-term water contracts can be renewed, site specific environmental documents that tier off of the CVPIA PEIS must be prepared. The purpose of these documents is to evaluate any potential localized impacts that may result from the proposed contract renewal(s), and accordingly, provide the basis for a decision on how best to implement the CVPIA-specific objectives of the new contracts at the individual or multi-district level.

The CVPIA further stipulates that long-term contracts, which expire prior to completion of the PEIS, may be renewed for an interim period not to exceed three years and not more than two years for successive renewals. The National Cemetery interim contract will expire February 28, 2005. Therefore, this environmental assessment for a 40-year long-term renewal of contract 3-07-20-W1124-LTR1 is being developed.

In addition, the CVPIA included exceptions to limits to certain long-term contracts and is relevant for the National Cemetery. Section 3404 (b) *EXCEPTIONS TO LIMIT ON NEW CONTRACTS*. - *The prohibition on execution of new contracts under subsection (a) of this section shall not apply to ... a contract with the Secretary of Veteran Affairs to provide for the delivery in perpetuity of water from the project in quantities sufficient, but not to exceed 850 acre-feet per year, to meet the needs of the San Joaquin Valley National Cemetery, California.*

The purpose of the federal action is to renew the long-term water service contract with the VA, consistent with Reclamation authority and all applicable state and federal laws, including the CVPIA. The project alternatives include the terms and conditions of the long-term contract and tiered water pricing. Long-term water service contract renewal is needed to:

- Continue the beneficial use of water, developed and managed as part of the CVP, with a reasonable balance among competing demands, including the needs of irrigation and domestic uses; fish and wildlife protection, restoration, and mitigation; fish and wildlife enhancement; power generation; recreation; and other water uses consistent with requirements imposed by the State Water Resources Control Board (SWRCB) and the CVPIA.
- Incorporate certain administrative conditions into the renewed contracts to ensure continued CVP compliance with current federal Reclamation law and other applicable statutes.
- Allow the continued reimbursement to the federal government for costs related to CVP construction and operation.

BASIS OF CVP WATER SERVICE CONTRACT RENEWALS

Reclamation is responsible for operational control of the CVP, including securing payment for the cost of water and for operation and maintenance established in the water service contract with the federal government. In addition, as the Secretary's duly authorized representative, Reclamation administers all actions pertaining to the establishment of water service contracts on behalf of the Secretary. In 1998, (prior to the development of Alternative 2), Reclamation officially transferred operation and maintenance responsibility for the majority of the south-of-Delta project facilities to the San Luis and Delta-Mendota Water Authority.

The River and Harbors Act of 1935 included the initial authorization for the CVP. The Central Valley Project Authorization Act of 1937 re-authorized the CVP and allowed the Secretary of the Interior (Secretary) to enter into repayment contracts and other necessary contracts with "all agencies with which contracts are authorized under reclamation law".

Public Law 88-44, the Reclamation Project Act of 1939, provided for repayment of construction charges and authorized sale of CVP water to municipalities and other public corporations and agencies, plant investment, and certain irrigation water deliveries to leased lands. This act required the Secretary to comply with laws of the State relating to the control, appropriation, use, or distribution of water used in irrigation or vested rights acquired there under. This Act also provided that the Secretary include provision for contract renewal upon request of the other party to any long-term contract for municipal, domestic, or industrial water supply. The contract renewal would be subject to renegotiation of: (1) the charges set forth in the contract in the light of circumstances prevailing at the time of renewal; and (2) any other matters with respect to which the right to renegotiate is reserved in the contract. The Act also states that the Secretary shall, upon request, provide in any such long-term contract that the other party to the contract shall, during the term of the contract and of any renewal (subject to fulfillment of other obligations), have a first right to a stated share or quantity of the CVP water supply available for municipal, domestic, industrial, or irrigation use.

Sections 9(c) of the Reclamation Project Act of 1939 authorized the Secretary to enter into contracts to furnish water for municipal water supply or miscellaneous purposes, provided that such contracts require repayment to the United States over a period not to exceed forty years. Section 9(e) of the Reclamation Project Act of 1939 allowed the Secretary to enter into either short- or long-term contracts to furnish water for irrigation purposes, with each such contract to be for a period not to exceed forty years.

The Water Service Contracts Act of 1944 provided for delivery of specific quantities of irrigation, municipal, and industrial water to contractors.

The Reclamation Project Act of 1956 provided the right of renewal of long-term repayment or water service contracts for agricultural contractors for a term not to exceed 40 years. The Reclamation Project Act of June 21, 1963, Renewal of Water Supply Contracts, extended the right of renewal of long-term repayment or water service contracts for municipal and industrial (M&I) contractors.

Section 3404(c) of the CVPIA clearly indicates that 25 years will be the upper limit for long-term irrigation repayment and water service contracts within the CVP. However, Section 3404(c) did not amend the provisions of Section 9(c) of the Reclamation Project Act of 1939 and the Act of June 21, 1963 which authorized renewal of M&I water contract terms for up to 40 years. These 1939 and 1963 authorizations remain in place as guidance for establishing the terms of M&I contracts.

BASIS TO RENEW SAN JOAQUIN VALLEY NATIONAL CEMETERY WATER SERVICE CONTRACT

The Central Valley Project Authorization Act of 1937 authorized construction of the initial CVP project features for navigation, flood-control, waste storage, construction of distribution systems, and hydropower generation. The River and Harbors Act of 1940 further authorized construction of CVP facilities and mandated that dams and reservoirs be used first for river regulation, improvement of navigation, and flood control; second for irrigation and domestic users; and third for power. This authorization was amended by the American River Division Authorization Act of 1949, Trinity River Act of 1955, San Luis Authorization Act of 1960, River and Harbors Act of 1962, Auburn-Folsom South Unit Authorization Act of 1967, and San Felipe Division Authorization Act of 1967 (Reclamation and Service 1999). The CVP facilities include reservoirs on the Trinity, Sacramento, American, Stanislaus, and San Joaquin River and conveyance facilities throughout northern and central California.

The National Cemetery is part of the Delta Division of the CVP. The Delta Division provides for the transport of water through the central portion of the Central Valley, including the Delta. It acts as a hub around which the CVP revolves. The Delta Division is complex in its operations, and all features do not operate in conjunction with one another. The Delta Division facilities provide for the conveyance of water through both the Bay-Delta and the Sacramento-San Joaquin River Delta (Delta) and provide for the delivery of water to CVP contractors in both the eastern Contra Costa County and the San Joaquin Valley. A number of conveyance and pumping facilities are used to distribute water within the project area. The Delta-Mendota Canal diverts water from the Delta, the San Luis Canal diverts water released from San Luis Reservoir and transports water along the west side of the San Joaquin Valley. The National Cemetery does not have direct access to the Delta-Mendota or the San Luis Canals of the CVP. Therefore, this CVP water is conveyed in the California Aqueduct by DWR. This CVP water is

provided at Harvey O. Banks pumping facility in Clifton Court Forebay in the Delta and is diverted into the California Aqueduct and conveyed to a turnout on Reach 2A for delivery to the National Cemetery.

RELATIONSHIP OF THIS DOCUMENT TO THE 1999 CVPIA PROGRAMMATIC ENVIRONMENTAL IMPACT STATEMENT

The CVPIA PEIS provided a programmatic evaluation of the impacts of implementing the CVPIA (Reclamation, 1991a; USFWS, 2000). Four alternatives, 17 supplemental analyses, the Preferred Alternative, and the No Action Alternative were evaluated in the PEIS.

The impact analysis in the PEIS was completed at a sub-regional level but presented within the PEIS on a regional basis for the Sacramento Valley, San Joaquin Valley, and Tulare Lake regions. The PEIS No-Action Alternative assumed that existing water service contracts would be renewed under the same terms as expiring contracts. The CVPIA PEIS included a Preferred Alternative that addressed the regional impacts and benefits of the general method that Reclamation anticipated implementation of the CVPIA, including long-term contract renewal.

Reclamation is now preparing additional environmental documentation for the renewal of long-term water service and repayment contracts, including this EA to address specific impacts related to contract renewal with the VA.

The PEIS and the Biological Opinion prepared for the implementation of the CVPIA considered and addressed impacts caused by CVP actions. The renewal of the long-term contracts would not change operations and maintenance. Reclamation has completed consultation with the Service and National Oceanographic and Atmospheric Administration (NOAA) for the Operations Criteria and Plan for the CVP and SWP facilities. Therefore this document does not need to address operations of the CVP and SWP.

STUDY AREA

The study area for this EA includes a portion of western Merced County. The study area is further defined as the 322 acre San Joaquin Valley National Cemetery, located northwest of the town of Santa Nella, California.

CONTRACT PERIOD

The term for the M&I-only long-term water service contracts will be 40 years. The analysis for this EA was conducted for projected conditions to the year 2044, which will extend the first period of renewal for the 40-year long-term water service contract. No interim time period conditions were considered or evaluated with respect to build-out conditions or changes in the CVP contract.

PUBLIC INVOLVEMENT PROCESS

On October 15, 1998, Reclamation published a notice of intent (NOI) in the Federal Register to announce the preparation of environmental documents for long-term renewal of CVP water service contracts. Scoping meetings were held at eight locations throughout the CVP service area. Reclamation completed a scoping report in April 1999.

Scoping served as a fact-finding process that helped identify public concerns and recommendations about the NEPA process, issues that would be addressed in this EA, and the scope and level of detail for analyses.

The long-term contract renewal process was conducted as a public process. Throughout the contract renewal process, meetings were held with the contractors, other agencies, interest groups, and the public. Issues raised during the public involvement process were addressed in the negotiations process and were used in the preparation of this EA.

OTHER RELATED DOCUMENTS OR ACTIVITIES

There are several activities being implemented by Reclamation as part of the obligation to manage and operate the CVP. The following discussion identifies these activities and describes their relation to the renewal of the VA's water service contract.

There are related activities that are currently being implemented or planned by Reclamation and other agencies related to the use and availability of CVP water. Additionally, Reclamation is implementing many activities related to the CVPIA and similar to those presented in the PEIS. Related studies and projects are summarized in the EA for the Long-Term Contract Renewal for the Delta-Mendota Canal Unit which is available for public review and comment until December 15, 2004.

CHAPTER 3

PROJECT DESCRIPTION AND ALTERNATIVES

Reclamation proposes to renew a water service contract for 40 years for up to 850 af/y of CVP water to the National Cemetery. The total contract supply of 850 af/y is an increase of 400 af/y of water from the initial contract and subsequent interim contract with the VA. However, this increase does not exceed the original allocation of CVP water established in the CVPIA. It is anticipated the cemetery would continue to be filled and expand over the next 40 years and would require up to 850 af/y of water as envisioned in the CVPIA.

In 1973, DWR completed the initial facilities of the SWP, including the main line of the California Aqueduct. The principal purpose of the SWP was water supply. Portions of the SWP were developed and used in conjunction with the Reclamation's CVP facilities.

This project will provide conveyance of up to 850 acre-feet of CVP water to the National Cemetery. In December 1991, the VA petitioned to the State Water Resources Control Board to be added to the Place of Use for CVP water. A permit to add a Place of Use was issued on February 23, 1993 by California Division of Water Rights. This project will provide conveyance of CVP water from the Sacramento-San Joaquin Delta, through the SWP and its facilities, and to Reach 2A of the California Aqueduct where it can be delivered to the National Cemetery.

The CVPIA envisioned full build out of the cemetery and the use of 850 af/y of water. The initial contract and interim contracts were for a reduced amount of 450 af/y of water due to their relative short terms compared to a contract signed into perpetuity. Reclamation is currently offering a 40-year contract to the VA and it is anticipated the VA would likely need up to the full contract amount of up to 850 af/y of water at some time over the course of the next 40 years.

Independent of CVPIA considerations, when SWP facilities are used, the California Environmental Quality Act (CEQA) requires preparation of environmental documentation before renewing short or long-term water conveyance agreements. The VA and DWR are entering into a separate Wheeling Agreement and preparing separate environmental documents under NEPA and CEQA.

DEVELOPMENT OF ALTERNATIVES

Three alternatives were identified for the renewal of this long-term contract. The alternatives present a range of water service agreement provisions that could be implemented for long-term contract renewals. The first alternative, the No-Action Alternative, consists of renewing existing water service contracts as described by the Preferred Alternative of the PEIS. In November 1999, Reclamation published a proposed long-term water service contract for use throughout the CVP, with a reservation for certain Division specific provisions. In April 2000, the CVP Contractors presented an alternative long-term water service contract. Reclamation and the CVP Contractors have continued to negotiate the CVP-wide terms and conditions and recently reached some agreement on CVP-wide contract provisions. This EA also considers this proposal with the

No-Action Alternative and Preferred Alternative represented by the CVP-wide agreement as “bookends” to be considered for the environmental documentation to evaluate the impacts and benefits of renewing long-term water service contracts. The alternatives are described in Table 1-1.

MUNICIPAL AND INDUSTRIAL SHORTAGE POLICY

The M&I Shortage Policy relates to Article 12 of the long-term contracts. The Draft M&I Shortage Policy, dated September 11, 2001, is available at www.usbr.gov/mp/cvpia/3404c/docs and has not been finalized as of writing this EA. The current shortage policy includes a reduction of 25% for M&I water. The reductions of M&I water would occur under the applicable M&I Shortage Policy.

CHANGES IN WATER SERVICE AREAS

This environmental analysis does not consider future changes in water service area boundaries for the use of CVP water. Any future changes to water service area boundaries for the use of CVP water will be evaluated in separate technical and environmental analyses.

NO ACTION

The No-Action Alternative assumes renewal of long-term CVP water service contracts for a 25-year period in accordance with implementation of the CVPIA as described in the PEIS Preferred Alternative. The PEIS Preferred Action assumed that most contract provisions would be similar to many of the provisions in the 1997 CVP Interim Renewal Contracts, which included contract terms and conditions consistent with applicable CVPIA requirements. In addition, the No-Action Alternative assumed tiered pricing provisions and environmental commitments as described in the PEIS Preferred Alternative.

These provisions were described in the Final PEIS. Several applicable CVPIA provisions are summarized in the description of the No-Action Alternative because these provisions differ in Alternatives 1 and/or 2. This difference could result in changes in environmental impacts or benefits. These issues include tiered water pricing, definition of M&I water users, water measurement, and water conservation.

ALTERNATIVE 1

Table 1-1 in this EA summarizes the provisions in the contract under Alternative 1 that is based upon the proposal presented by the CVP water service contractors to Reclamation in April 2000. However, several issues included in the April 2000 proposal could not be included in Alternative 1 because they are not consistent with existing federal or state requirements or would require a separate federal action, as described below.

- The CVP Contractors requested provisions committing Reclamation to provide a highly reliable water supply of a high water quality and provisions to improve the water supply capabilities of the CVP facilities and operations to meet this goal. These issues were not included in Alternative 1 because they would require additional federal actions with separate environmental documentation and also limit the Secretary’s obligation to achieve a reasonable balance among competing demands, as required by the CVPIA. At present, Reclamation has completed the least cost plan to restore project yield in accordance with Section 3408(j) of CVPIA and under the CALFED program.

- The April 2000 proposal includes language to require renewal of contracts after 25 years upon request of the contractor and is applicable to irrigation contracts required by CVPIA. Renewal after 25 years would be a new Federal Action and would require new environmental documentation. However, the VA's long-term contract is municipal and industrial only.
- The April 2000 proposal did not include provisions for compliance with biological opinions. Biological consultations are required by the Consultation and Coordination requirements established by Executive Order for all Reclamation activities. These are binding on Reclamation and provisions are needed to address this requirement.
- The April 2000 proposal included provisions for water transfers. It is recognized that water transfers will continue and that the CVP long-term contracts will provide the mechanisms for the transfers. However, it would be difficult to identify all of the water transfer programs that could occur with CVP water in the next 40 years. Reclamation would continue with separate environmental documents for transfers, establishing criteria to allow rapid technical and environmental review of proposed transfers. However, the VA's long-term contract does not allow for transfers.
- The April 2000 proposal includes provisions for transfer of operations and maintenance requirements. It is recognized that transfers of operation and maintenance requirements to the group of contractors will continue and that the CVP long-term contracts will provide the mechanisms for such transfers. However, it would be difficult to identify all of the operation and maintenance transfer programs that could occur with CVP water in the next 40 years. Reclamation would require separate environmental documents for such transfers.
- The April 2000 proposal includes provisions for resolution of disputes. Assumptions for resolution of disputes were not included in Alternative 1 and at this time would not appear to affect environmental conditions.
- The April 2000 proposal includes provisions for expansion of the CVP service areas by the existing CVP water contractors. The study area for the long-term contract renewal process is defined by the existing service area boundaries. Expansion of the service area boundaries would be a new Federal Action and would require separate environmental documentation.
- The April 2000 proposal did include several provisions that were different than the assumptions for No Action Alternative and these provisions are included in Alternative 1, as summarized in Table 1-1.
- The April 2000 proposal also included several provisions that involve specific language changes that would not significantly modify CVP operations in a manner that would affect the environment as compared to the No-Action Alternative, but could affect specific operations of a contractor, as described in Table 1-1.

It should be noted that the tiered pricing assumptions (including unit prices for CVP water) and definition of M&I users in Alternative 1 would be the same as in the No-Action Alternative.

ALTERNATIVE 2

Table 1-1 summarizes the provisions in the contract under Alternative 2 that is based upon the proposal presented by Reclamation to CVP water service contractors in November 1999. However, several provisions included in the November 1999 proposal could not be included in Alternative 2 because they would require a separate Federal Action, as described below.

- The November 1999 proposal included provisions for the contractor to request approval from Reclamation of proposed water transfers. Water transfers were not included in Alternative 2 because such actions cannot now be definitely described, essentially constitute a separate Federal Action, and would require separate environmental documentation.
- The November 1999 proposal includes provisions for transfer of operations and maintenance to third parties. Operations and maintenance transfers were not included in Alternative 2 because these actions would be a separate Federal Action and would require separate environmental documentation.

The November 1999 proposal did include several provisions that were different than the assumptions for No-Action Alternative and included in Alternative 2, as summarized below and in Table 1-1. The primary differences are related to tiered pricing and the definition of M&I users.

NON-RENEWAL OF LONG-TERM CONTRACTS

Non-renewal of the existing interim contract is considered infeasible based on Section 3404(c) of the CVPIA. This alternative was considered but eliminated from analysis in this EA because Reclamation has no discretion not to renew the contracts.

REDUCTION IN CONTRACT AMOUNTS

Reduction of contract amounts was considered in certain cases, but has been rejected from the analysis for this contract renewal. In order to implement good water management, the contractors need to be able to store or immediately use water available in wetter years when more water is available. By quantifying contract amounts in terms of the needs analyses and the CVP delivery capability, the contractors can make their own economic decisions. Allowing the contractors to retain the full water quantity gives them assurance that the water will be available to them for storage investments. In addition the CVPIA, in and of itself, achieves a balance, in part through its dedication of significant amounts of CVP water and actions to acquire water for environmental purposes.

SELECTION OF THE PREFERRED ALTERNATIVE

It is anticipated that the final contract language and the long-term contract renewal Preferred Alternative will represent a negotiated position between Alternatives 1 and 2. Therefore, it is anticipated that the environmental consequences of the Preferred Alternative will be either equal to or less than those identified for Alternative 1, Alternative 2, or No-Action Alternative.

TIERED WATER PRICING

Tiered water pricing in the No-Action Alternative is based upon the use of an “80/10/10 Tiered Water Pricing from Contract Rate to Full Cost” approach including appropriate ability-to-pay limitations. The terms Contract Rate and Full Cost Rate are defined by CVP rating setting policies and PL 99-546 and the Reclamation Reform Act, respectively. The Contract Rate for irrigation and M&I water includes the contractor’s allocated share of CVP main project operation and maintenance (O&M) expenses, O&M deficit, if any, and capital cost. The contract rate for irrigation water does not include interest on capital.

The contract rate for M&I water includes interest on capital, computed at the applicable interest rate. The Full Cost Rate for irrigation and M&I water includes the interest at the Reclamation Reform Act interest rate. Under this approach, the first 80 percent of maximum contract total would be priced at the applicable Contract Rate. The next 10 percent of the contract volume would be priced at a value equal to the average of the Contract Rate and Full Cost Rate. The final 10 percent of the contract volume would be priced at Full Cost Rate.

In addition to the CVP water rate, contractors are required to pay Restoration Fund payments on all deliveries of CVP water. Reclamation law and policy provides full or partial relief to irrigation contractors on Restoration Payments and the capital rate component of the water rate. Ability-to-pay relief, relative to the irrigation water rate, is fully applicable only to the first 80 percent of the contract total. Ability-to-pay relief is not applicable to the third tier water rate. The second tier may reflect partial relief. Ability-to pay relief is equal to the average of the first and third tiers. The relief could be up to 100 percent of the capital cost repayment and is based upon local farm budgets. The ability-to pay law and policy do not apply to CVP operation and maintenance costs, M&I water costs, or any non-CVP costs.

The prices for CVP water used under this contract in the No-Action Alternative are based upon 1994 irrigation and M&I CVP water rates.

DEFINITION OF M&I USERS

The definition of M&I users was established in portions of a 1982 Reclamation policy memorandum. In many instances, municipal users are easily defined. However, with respect to small tracts of land, the 1982 memorandum defined agricultural water as agricultural water service to tracts that can support \$5,000 gross income for a commercial farm operation. The memorandum indicates that the criteria can be met by parcels greater than two acres. Based on this analysis, the CVP has generally applied a definition of five acres or less for M&I uses in the CVP for many years. The CVP contractors can seek a modification for a demonstrated need of agricultural use on parcels between two and five acres in size and may request such a modification from the Contracting Officer.

WATER MEASUREMENT

The No-Action Alternative includes water measurement at every service connection or turnout to measure CVP water deliveries.

WATER CONSERVATION

The water conservation assumptions in the No-Action Alternative include water conservation actions for municipal and on-farm uses assumed in the California Department of Water Resources Bulletin 160-93 and conservation plans completed under the 1982 Reclamation Reform Act consistent with the criteria and requirements of the CVPIA. Such criteria address cost-effective Best Management Practices that are “economical and appropriate,” including measurement devices, pricing structures, demand management, public information, and financial incentives. While measurement and pricing structures are required, they are not held to the “economical and appropriate” test.

**Table 1.1
Comparison of Contract Provisions Considered in Alternatives**

Provision	No-Action Alternative Based on PEIS and Interim Contracts	Alternative 1 Based on April 2000 Proposal	Alternative 2 Based on November 1999 Proposal	Preferred Alternative Based on Final Negotiated Contract

Provision	No-Action Alternative Based on PEIS and Interim Contracts	Alternative 1 Based on April 2000 Proposal	Alternative 2 Based on November 1999 Proposal	Preferred Alternative Based on Final Negotiated Contract
Explanatory Recitals	Assumes water rights held by CVP from the State Water Resources Control Board for use by water service contractors under CVP policies	Assumes CVP Water Right as being held in trust for project beneficiaries that may become the owners of the perpetual right	Same as No-Action Alternative	Same as No-Action Alternative
	Assumes that CVP is a significant part of the urban and agricultural water supply of users	Assumes CVP as a significant, essential, and irreplaceable part of the urban and agricultural water supply of users	Same as No-Action Alternative	Assumes CVP has been relied upon and considered essential by contractors
	Assumes increased use of water rights, need to meet water quality standards and fish protection measures, and other measures constrained use of CVP	Assumes that CVPIA impaired ability of CVP to deliver water	Same as No-Action Alternative	No recital concerning this issue
	Assumes the need for the 3408(j) study	Assumes implementation of yield increase projects per 3408(j) study	Same as No-Action Alternative	Assumes Secretary through coordination, cooperation and partnership will pursue measures to improve water supply
	Assumes that loss of water supply reliability would have impact on socioeconomic conditions and change land use	Assumes that loss of water supply reliability would have significant adverse socioeconomic and environmental impacts in CVP service area	Same as No-Action Alternative	Assumes water rights held by CVP from SWRCB for use by water service contractors under CVP policies
Definitions				
Charges	Charges defined as payments required in addition to Rates	Assumes rewording of definition of Charges to exclude both Rates and Tiered Pricing Increments	Same as No-Action Alternative	Same as Alternative 1
Category 1 and Category 2	Tiered Pricing as in PEIS	Not included	Tiered Pricing for Categories 1 and 2	Same as Alternative 1
Contract Total	Contract Total described as Total Contract	Same as No-Action Alternative	Described as basis for Category 1 to calculate Tiered Pricing	Same as No Action Alternative
Landholder	Landholder described in existing Reclamation Law	Assumes rewording to specifically define Landholder with respect to ownership, leases, and operations	Assumes rewording to specifically define Landholder with respect to ownership and leases	Same as No Action Alternative
M&I water	Assumes rewording to provide water for irrigation of land in units less than or equal to five acres as M&I water unless Contracting Officer is satisfied use is irrigation	M&I water described for irrigation of land in units less than or equal to 2 acres	Same as No-Action Alternative	Includes M&I water for human use
Terms of contract—right to use contract	Assumes that contracts may be renewed	States that contract shall be renewed	Same as No-Action Alternative	Assumes contracts shall be renewed to conditions for Ag and unconditioned for M&I

Provision	No-Action Alternative Based on PEIS and Interim Contracts	Alternative 1 Based on April 2000 Proposal	Alternative 2 Based on November 1999 Proposal	Preferred Alternative Based on Final Negotiated Contract
Water to be made available and delivered to the contractor	Assumes convertibility of contract to a 9(d) same as existing contracts	Includes conditions that are related to negotiations of the terms and costs associated with conversion to a 9(d) contract	Same as No-Action Alternative	10 years from execution of the contract and every 5 years thereafter
	Assumes water availability in accordance with existing conditions	Similar to No-Action Alternative	Actual water availability in a year is unaffected by Categories 1 and 2	Similar to No Action Alternative
	Assumes compliance with Biological Opinions and other environmental documents for contracting Assumes that current operating policies strive to minimize impacts to CVP water users	Included Assumes that CVP operations will be conducted in a manner to minimize shortages and studies to increase yield shall be completed with necessary authorizations	Same as No-Action Alternative	Same as No Action Alternative and Alternative 1
Time for delivery of water	Assumes methods for determining timing of deliveries as in existing contracts	Assumes minor changes related to timing of submittal of schedule	Same as No-Action Alternative	Similar to No Action Alternative
Point of diversion and responsibility for distribution of water	Assumes methods for determining point of diversion as in existing contracts	Assumes minor changes related to reporting	Same as No-Action Alternative	Same as No Action Alternative
Measurement of water within district	Assumes measurement for each turnout or connection for facilities that are used to deliver CVP water as well as other water supplies	Assumes measurement at delivery points	Assumes similar actions in No-Action Alternative but applies to all water supplies	Same as Alternative 2
Rates and method of payment for water	Assumes Tiered Pricing is total water quantity; assumes advanced payment for rates for two months	Assumes Tiered Pricing is total water quantity; assumes advanced payment for rates for two months	Assumes Tiered Pricing is total water quantity; assumes advanced payment for rates for six months	Same as No Action Alternative
Non-interest-bearing operation and maintenance deficits	Assumes language from existing contracts	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Application of payments and adjustments	Assumes payments will be applied as in existing contracts	Assumes minor changes associated with methods described for overpayment	Same as No-Action Alternative	Similar to Alternative 1 but requires \$1,000 or greater overpayment of refund
Temporary reduction—return flows	Assumes that current operating policies strive to minimize impacts to CVP water users	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Constraints on availability of project water	Assumes that current operating policies strive to minimize impacts to CVP water users	Assumes Contractors do not consent to future Congressional enactments which may impact water supply reliability	Same as No-Action Alternative	Same as No Action Alternative

Provision	No-Action Alternative Based on PEIS and Interim Contracts	Alternative 1 Based on April 2000 Proposal	Alternative 2 Based on November 1999 Proposal	Preferred Alternative Based on Final Negotiated Contract
Unavoidable groundwater percolation	Assumes that some of applied CVP water will percolate to groundwater	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Rules and regulations	Assumes that CVP will operate in accordance with then-existing rules	Assumes minor changes with right to not concur with future enactments retained by Contractors	Same as No-Action Alternative	Same as No Action Alternative
Water and air pollution control	Assumes that CVP will operate in accordance with then-existing rules	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Quality of water	Assumes that CVP will operate in accordance with existing rules without obligation to operate toward water quality goals	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Water acquired by the contractor other than from the United States	Assumes that CVP will operate in accordance with existing rules	Assumes changes associated with payment following repayment of funds	Same as No-Action Alternative	Same as No Action Alternative
Opinions and determinations	PEIS recognizes that CVP will operate in accordance with existing rules	Assumes minor changes with respect to references to the right to seek relief	Same as No-Action Alternative	Similar to Alternative 1
Coordination and cooperation	Not included	Assumes that coordination and cooperation between CVP operations and users should be implemented and CVP users should participate in CVP operational decisions as a partnership	Not included	Similar to Alternative 1 except parties retain exclusive decision making authority
Charges for delinquent payments	Assumes that CVP will operate in accordance with existing rules	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Equal opportunity	Assumes that CVP will operate in accordance with existing rules	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
General obligation	Assumes that CVP will operate in accordance with existing rules	Similar to No-Action Alternative	Same as No-Action Alternative	Similar to Article 1 assumes no requirement for contractor to levy in advance
Compliance with civil rights laws and regulations	Assumes that CVP will operate in accordance with existing rules	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Privacy act compliance	Assumes that CVP will operate in accordance with existing rules	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Contractor to pay certain miscellaneous costs	Assumes that CVP will operate in accordance with existing rules	Similar to No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative

Provision	No-Action Alternative Based on PEIS and Interim Contracts	Alternative 1 Based on April 2000 Proposal	Alternative 2 Based on November 1999 Proposal	Preferred Alternative Based on Final Negotiated Contract
Water conservation	Assumes compliance with conservation programs established by Reclamation and the State of California	Assumes conditions similar to No-Action Alternative with the ability to use State of California standards, which may or may not be identical to Reclamation's requirements	Same as No-Action Alternative	Same as No Action Alternative
Existing or acquired water or water rights	Assumes that CVP will operate in accordance with existing rules	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Operation and maintenance by non-federal entity	Assumes that CVP will operate in accordance with existing rules and no additional changes to operation responsibilities under this alternative	Assumes minor changes to language that would allow subsequent modification of operational responsibilities	Assumes minor changes to language that would allow subsequent modification of operational responsibilities	Same as Alternative 2
Contingent on appropriation or allotment of funds	Assumes that CVP will operate in accordance with existing rules	Assumes minor changes to language	Same as No-Action Alternative	Same as No Action Alternative
Books, records, and reports	Assumes that CVP will operate in accordance with existing rules	Assumes changes for record keeping for both CVP operations and CVP users	Same as No-Action Alternative	Similar to Alternative 1
Assignment limited	Assumes that CVP will operate in accordance with existing rules	Assumes changes to facilitate assignments	Same as No-Action Alternative	Similar to Alternative 1
Severability	Assumes that CVP will operate in accordance with existing rules	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Resolution of disputes	Not included	Assumes a Dispute Resolution Process	Not included	Similar to Alternative 1
Officials not to benefit	Assumes that CVP will operate in accordance with existing rules	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Changes in contractor's service area	Assumes no change in CVP water service areas absent Contracting Officer consent	Assumes changes to limit rationale used for non-consent and sets time limit for assumed consent.	Same as No-Action Alternative	Similar to Alternative 1 however, no time limit assumed consent
Notices	Assumes that CVP will operate in accordance with existing rules	Same as No-Action Alternative	Same as No-Action Alternative	Same as No Action Alternative
Confirmation of contract	Assumes Court confirmation of contract	Assumes court confirmation	Same as No-Action Alternative	Similar to Alternative 2 however, provision that contract not binding until court confirms is deleted

ALTERNATIVES CONSIDERED BUT ELIMINATED

NONRENEWAL OF LONG-TERM WATER SERVICE CONTRACTS

Nonrenewal of the existing interim contract is considered infeasible based on Section 3404(c) of the CVPIA. This alternative was considered but eliminated from analysis in this EA because Reclamation has no discretion not to renew the contracts.

FUTURE CONTRACT RENEWALS

The analysis in this EA also does not include future subsequent long-term water service contract renewals. Future water service contract renewal is a separate action. Before any future water service contract is executed, Reclamation and the contractor must comply with applicable law.

REDUCTION IN CONTRACT AMOUNTS

Reduction of contract amounts was considered in certain cases, but has been rejected from the analysis for this contract renewal. Reductions in contract quantities are not required for Reclamation to implement the CVPIA or any other statutory or water rights obligations. The contract contains shortage provisions that insulate Reclamation from liability when it imposes shortages because of legal obligations. Thus, the contract provides Reclamation with the flexibility to implement such CVPIA provisions as dedication of water to fish, wildlife, and habitat restoration under Section 3406(b)(2) and to achieve a reasonable balance between different project purposes as envisioned by the CVPIA. The CVPIA, in and of itself, achieves a balance, in part through its dedication of significant amounts of CVP water and actions to acquire water for environmental purposes. Permanently reducing contract amounts for a 40-year term in order to express current constraints on CVP delivery capability could have a negative impact on contractors' capacity to achieve contract repayment by reducing opportunities for contractors to make investments for good water management, such as storage or banking facilities, that will benefit in higher water years. Similarly, capturing current delivery constrains as permanent reductions in water supplies is inconsistent with related activities, such as the CALFED Record of Decision and Yield Increase Plan.

PREFERRED ALTERNATIVE

The Preferred Alternative is based upon the final negotiated contract language. It also represents a negotiated position between Alternative 1 and Alternative 2, the "bookends" for the analysis in this EA. Some of the key provisions of the Preferred Alternative include:

- The final negotiated contract assumes that CVP water has been relied upon and considered essential by contractors. It also assumes that the Secretary, through coordination, cooperation, and partnership, will pursue measures to improve water supply.
- Similar to Alternative 1, the final negotiated contract applies tiered water pricing to 80 percent and above the total contract quantity.
- The final negotiated contract assumes that contracts shall be renewed subject to certain conditions for agricultural water and unconditioned for M&I water. Ten years after the date of execution of the contract and every five years thereafter during the term of the contract, the Contracting Officer shall determine whether the relevant portion of the contract can be converted to a contract under subsection 9(d) of the Reclamation Project Act of 1939, pursuant to the Act of July 2, 1956 (70 Stat 483). Concurrently, the Contracting Officer shall also determine whether the relevant portion of this contract could be converted to a contract under

subsection 9(c) (1) of the Reclamation Act of 1939.

- The final negotiated contract assumes that the CVP will operate in accordance with existing rules without obligations to operate towards water quality goals.
- The final negotiated contract includes provisions for expansion of the CVP service areas by the CVP contractors; however, unlike Alternative 1, it does not impose time limit for assumed consent.

CHAPTER 4

AFFECTED ENVIRONMENT

GENERAL

San Joaquin Valley National Cemetery, a regional veteran's cemetery, occupies a 322-acre site 125 miles southeast of San Francisco in Merced County. It is near the unincorporated town of Santa Nella, California, along the eastern edge of the Diablo Mountain range, 15 miles west of Los Banos and 15 miles south of Gustine. It is the sixth such veteran's cemetery in California. The map in Appendix A depicts the National Cemetery site.

WATER RESOURCES

No lakes or ponded areas are present at the National Cemetery site. Rainfall is low and runoff occurs rapidly from the moderately steep slopes, scarce vegetation and fairly permeable soils reduce the potential for ponded water or springs on the site. The east-west trending Romero Creek drains the site, transporting runoff to the east toward the San Joaquin Valley. The VA relies solely on CVP water supplies and does not operate groundwater extraction wells.

LAND USE

The 322 acres of land was donated to the VA for the purpose of developing a National Cemetery site. The cemetery is landscaped with lawns, trees and shrubs. The landscape surrounding the cemetery is characterized by dry, steep rolling hills punctuated by occasional native oaks. The site is bounded on three sides by a working cattle ranch and one side with an almond orchard. Certain areas on the cattle ranch are managed for conservation purposes and the landowner has agreed to the limitations of land uses on those areas. The O'Neill Forebay and the California Aqueduct are to the east of the site beyond the privately owned almond orchard. To the south of the site is the State Wildlife Area that is under the jurisdiction of the California Department of Fish and Game. The western edge of the site is hilly Wolfsen range land. To the north is a private residence and ranch buildings. Southeast of the cemetery is the I-5 and Highway 33 interchange where several fast food restaurants, motel, gas stations and a truck stop exist.

The water conveyance facilities are described in the Programmatic Environmental Impact Statement for the Implementation of the CVPIA and the Operations Criteria and Plan Biological Assessment, herein incorporated by reference.

BIOLOGICAL RESOURCES

The 1988 Environmental Impact Statement prepared by the VA for the *National Cemetery, Northern California* contains more information of the plant communities and other biological resources at the site. In summary, the site was previously grazed by cattle. The site was composed of annual grassland which became dominated by introduced grasses, all of which had died and dried by mid-summer. Three areas within the cemetery site contain alkali soils that are suitable for palmate-bracted bird's beak. However, none were found during the surveys conducted between August 16 and September 6, 1986. Even though potential habitat areas are present on the site, the nearest population is 50 miles away and the colonization of this species is remote.

No vernal pools exist on the cemetery site. Therefore it is unlikely certain plant species associated with vernal pools exist at the site. These species include the fleshy owl's clover, Colusa grass, hairy orcuttia, San Joaquin Valley orcuttia and Green's Tuctoria.

A moderate abundance of northwestern fence lizard (*Sceloporus occidentalis occidentalis*) occurs at the National Cemetery site. The Pacific gopher snake (*Pituophis melanoleucus catenifer*) was observed on the southern border of the site where it abuts the wildlife area. It is most probably other local snake species occur. The habitat sites for the blunt-nosed leopard lizard (*Gambelia silus*) lies approximately 50 miles to the east. No endangered or threatened avian species were observed among the 20 birds observed during the survey between August 19 and September 6, 1986. The dominant wild mammal at the National Cemetery is the California ground squirrel (*Spermophilus beecheryi*) which attracts predators including golden eagles, badgers, coyotes and kit fox. The San Joaquin pocket mouse was observed in a canyon adjacent to the site and may occur at the site.

The National Cemetery site is within the range of the San Joaquin kit fox. The National Cemetery site falls just within the range of the blunt-nosed leopard lizard. The closest known population is in southern Merced County approximately 50 miles east of the site. The site lacked brush cover and prime habitat conditions for the blunt-nosed leopard lizard. Recently, the VA has planted trees and shrubs to improve the aesthetic value at the site. Below is a listing of special status species, ranges or designated critical habitats occurring within the boundaries of the National Cemetery:

Common Name	Scientific Name	Status
California Red Legged Frog	<i>Rana aurora draytonii</i>	Federally threatened
Blunt-nosed Leopard Lizard	<i>Gambelia Silus</i>	Federally endangered
San Joaquin kit fox	<i>Vulpes macrotis mutica</i>	Federally endangered

No designated critical habitat exists for the California Red Legged Frog within the National Cemetery.

SOCIOECONOMICS

The unincorporated city of Santa Nella community is closest to the National Cemetery at a distance of three or four miles. Agriculture is the primary economic base in Merced County. Due to lower housing costs and other economical pressures farmers located in the San Joaquin Valley are selling their lands to developers. This trend is expected to continue. The San Luis Reservoir provides recreational opportunities for the public.

ENVIRONMENTAL JUSTICE

The agricultural industry provides job opportunities for low income workers. The National Cemetery does not irrigate for crop production or contribute to these job opportunities.

OTHER RELATED ACTIONS

The purpose of this section is to summarize the results of completed NEPA and California Environmental Quality Act (CEQA) documents that address water service to the VA pursuant to Contract No. 3-07-20-W1124-LTR1 and other relevant NEPA/CEQA documents. It should be

recognized that under each of the descriptions presented in this chapter, references to “No-Action Alternative” and other alternatives are specific to the referenced documents, and not to references

otherwise made in this EA.

PROGRAMMATIC ENVIRONMENTAL IMPACT STATEMENT

Through implementation of the CVPIA, Interior is developing policies and programs to improve environmental conditions that were affected by operations, management, and physical facilities of the CVP. The CVPIA also includes tools to facilitate larger efforts in California to improve environmental conditions in the Central Valley and the San Francisco Bay-Delta system. The PEIS addressed potential impacts and benefits of implementing provisions of the CVPIA. The PEIS was prepared by Reclamation and the U.S. Fish and Wildlife Service (FWS).

The analysis in the PEIS was intended to disclose the probable region-wide effects of implementing the CVPIA and provide a basis for making a decision among the alternatives. The PEIS was developed to allow subsequent environmental documents to incorporate the PEIS analysis by reference and limit the need to re-evaluate the region wide and cumulative impacts of the CVPIA. The CVPIA and PEIS included up to 850 af/y of water for the San Joaquin Valley National Cemetery. In some cases, worst-case assumptions were used to maximize the utility of the analysis for tiering within the scope of the impacts analyzed in the PEIS.

As the project-specific actions are considered, the lead agencies must determine if the specific impacts were adequately analyzed in the PEIS. If the actions under consideration had been previously evaluated and the impacts of such actions would not be greater than those analyzed in the PEIS or would not require additional mitigation measures, the actions could be considered part of the overall program approved in the PEIS Record of Decision. In such a case, an administrative decision could be made that no further environmental documentation could be necessary. If a tiered document is appropriate, the tiered document may be an EIS or an EA. The tiered documents can use the PEIS by reference to avoid duplication and focus more narrowly on the new alternatives or more detailed site-specific effects. Therefore, only changes from the alternatives considered in the PEIS would be addressed in detail in the tiered documents.

SUMMARY OF OVERALL ANALYSIS OF PEIS ALTERNATIVES

The alternatives considered in the PEIS were analyzed to determine the potential for adverse and beneficial impacts associated with implementation of all actions as compared to continuation of the PEIS No-Action Alternative conditions. The most significant changes under the alternatives as compared to the PEIS No-Action Alternative were related to surface water and groundwater facilities operations and deliveries, power generation, fishery resources, agricultural land use and economics, and waterfowl habitat. Due to the integrated nature of the PEIS alternatives, it is not possible to determine if the impacts and benefits would occur due to a specific CVPIA provision or goal. The impacts and benefits of a PEIS alternative are due to the overall implementation of CVPIA as compared to conditions without implementation of CVPIA in the No-Action Alternative.

LOCALIZED IMPACTS OF CVPIA IMPLEMENTATION ON WATER SERVICE CONTRACTORS

The primary impact to CVP water service contractors, as described in the PEIS, is not due to contract provisions, but rather to the implementation of the CVPIA. The reallocation of CVP water for fish and wildlife purposes under the CVPIA reduced average annual CVP water deliveries to water service contractors from 2,270,000 acre-feet per year under the PEIS No-Action Alternative to 1,933,000 acre-

feet per year under all of the PEIS alternatives, including the Preferred Alternative. The reduction occurred differently for Delta-Mendota Canal Unit users, as summarized below.

- Average annual CVP water deliveries for agricultural water service contractors located in the Delta-Mendota Canal Unit decreased 42 percent from pre-CVPIA Affected Environment conditions.
- Average annual CVP water deliveries for municipal water service contractors located in the Delta-Mendota Canal Unit decreased 6 percent from pre-CVPIA Affected Environment conditions.

There was no change in deliveries to water rights holders, Sacramento River Settlement Contractors, or San Joaquin River Exchange Contractors under CVPIA implementation.

IMPACTS AND BENEFITS TO LONG-TERM WATER SERVICE CONTRACT RENEWALS IN THE PEIS

The PEIS No-Action Alternative did assume renewal of existing contracts for total contract amounts, as previously described, for a 40-year period based upon contract provisions of the 1994 interim contract renewal provisions. The PEIS alternatives assumed renewal of contracts for the same amounts as included in the PEIS No-Action Alternative; therefore, there would be no impacts or benefits under the PEIS alternatives for renewing CVP contracts at the same contract amounts. The PEIS alternatives assumed a 25-year contract period, which coincided with the PEIS study period; therefore, it was not possible to evaluate impacts associated with a change in contract periods.

IMPLEMENTATION OF LONG-TERM WATER SERVICE CONTRACT RENEWALS

The PEIS was intended to provide the basis for a decision on whether to implement most of the CVPIA provisions. However, the decision maker recognized that additional analysis might be needed to reach a final decision on how to implement any of the provisions.

The Record of Decision (ROD) based on the PEIS included a decision to renew water service contracts in accordance with the requirements of the CVPIA, including terms for water measurement and conservation that will result in their renewal for irrigation contracts, a 25 year period. This included a decision to implement tiered pricing, at a minimum, based on the “80/10/10 Tiered Water Pricing up to Full Cost Approach”. The PEIS assumed that subsequent NEPA documentation for long-term contract renewals would include a summary of a needs analysis and environmental evaluations at a contractor specific level.

OPERATIONS, CRITERIA AND PLAN

Reclamation has completed consultation on the Operations, Criteria and Plan (OCAP) which describes the coordination of operations of the CVP and SWP facilities. The OCAP includes the description of the conveyance and operations of the 850 af/y of water involved with the Proposed Action and Wheeling Agreement. In addition, the consultation for the OCAP examined the indirect effects of long-term contract renewal.

RELATED ENVIRONMENTAL DOCUMENTS ISSUED BY THE DEPARTMENT OF VETERANS AFFAIRS

The VA has completed a Programmatic Environmental Impact Statement that analyzed potential National Cemeteries throughout the United States. At the time of writing the Programmatic Environmental Impact Statement, specific sites had not yet been identified. Therefore, the VA analyzed the anticipated operations, maintenance, irrigation of lawns, planting of shrubs and trees to enhance the aesthetics of the cemeteries on a broad-scale level. In 1988 the VA completed an Environmental Impact Statement (EIS) for the San Joaquin Valley cemetery site. The environmental impacts of the operations, maintenance, landscaping, and irrigation of lawns for the cemeteries were examined. The San Joaquin Valley site is the only National Cemetery that receives Federal water supplied by Reclamation. Reclamation does not have land use authority over lands managed by the VA. The CVP water will be used to support the designated purposes of irrigation and land management practices at the San Joaquin Valley National Cemetery.

CHAPTER 5

ENVIRONMENTAL CONSEQUENCES

WATER RESOURCES - NO ACTION

The no action alternative assumes renewal of a long-term contract for up to 850 af/y of water with similar terms and conditions analyzed in of the PEIS for the CVPIA. The VA relies solely on this CVP water to operate and maintain the National Cemetery. The terms and conditions for repayment rates for the VA is the same for other CVP contractors. The VA would not switch to other water sources due to tiered water pricing. Other CVP and SWP contractors would continue to rely on surface and groundwater resources to meet demands as in the past.

A water service contract would be renewed with the National Cemetery for up to 850 acre-feet of CVP water for up to 40 years. The water allotment of 850 af/y is part of the existing CVP allocation to the National Cemetery and the impacts to resources were addressed in the PEIS for the CVPIA and the consultation under the Endangered Species Act for the OCAP. The original long-term contract and subsequent interim contract(s) were for a reduced amount of 450 af/y of water due to their relative short term of 10 years or less. Over the span of the next 40 years it is anticipated the National Cemetery would continue to fill and expand within its existing boundaries. Therefore, the Proposed Action includes the full contract supply of 850 af/y of water to accommodate the original amount envisioned by the CVPIA. The increase of 400 af/y of water CVP water is small and would not interfere with deliveries to CVP or SWP contractors. Operations of the CVP or SWP facilities would not change significantly. A slight increase of water diverted from rivers or reservoirs would occur. The Proposed Action would be in accordance with applicable biological opinions and laws including the no-injury rule.

The VA and DWR are entering into a separate agreement for the conveyance of this water and separate environmental documents would be prepared. Reclamation will sign this agreement to concur with the terms of replacing SWP with CVP water, if conditions ever warranted. No significant changes from past operations would be required to deliver this water to the National Cemetery.

Reclamation does not have discretion to not renew either an interim contract or long-term contract with the VA for the cemetery. Reclamation does not have land use authority or jurisdiction over lands managed by the VA. The operations and maintenance activities at the cemetery have been analyzed in previous environmental documents prepared by the VA and reviewed by USFWS and DWR. Therefore, the Proposed Action and Wheeling Agreement would not result in significant impacts to surface or groundwater quality or quantity. The project would not facilitate additional activities beyond those already considered under environmental review.

WATER RESOURCES – ALTERNATIVE 1

The environmental effects of Alternative 1 are similar to the No Action Alternative (NAA) and therefore there are no significant effects from the implementation of this alternative.

WATER RESOURCES – ALTERNATIVE 2

The environmental effects of Alternative 1 are similar to the No Action Alternative (NAA) and therefore there are no significant effects from the implementation of this alternative.

WATER RESOURCES – CUMULATIVE IMPACTS

Reclamation and DWR would divert, convey and deliver this water in accordance with applicable laws and biological opinions. The long-term contract with the VA does not allow for transfers of this water. The VA would not pump groundwater or utilize other sources of water. Therefore, none of the alternatives, when added to other water service actions would contribute to cumulative impacts to surface or groundwater quality or quantity.

Cumulative effects on a CVP-wide basis were adequately addressed in the CVPIA PEIS upon which this EA is tiered. Since the differences among the alternatives are essentially contractual features, cumulative impacts associated with implementation of the CVPIA would be the same under all alternatives. Beyond those cumulative impacts, there are no additional impacts attributed to Alternative 1 or 2 that would contribute to cumulative water supply impacts.

Since the completion of the CVPIA PEIS a myriad of water transfers and exchanges have occurred or are proposed. These transfers and exchanges are temporary actions, occurring within one year. In recent years, requests for contract assignments have increased resulting in permanent redirecting of water to other districts. Each of these water service actions requires separate environmental review and approvals. These water service actions allow for improved management of existing water supplies and do not result in additional water diverted from historical conditions. The Proposed Action does not allow for the VA to transfer this water. Therefore, there are no significant contributions to cumulative effects to water resources under any alternative.

Implementing the long-term renewal of Contract Number 3-07-20-W1124-LTR1 under each of the alternatives would continue the provision of CVP water for the VA Cemetery.

BIOLOGY/ENDANGERED SPECIES – NO ACTION ALTERNATIVE

The renewal of the long-term contract is an administrative action and would have no effect on federally listed or endangered species. The VA has been receiving CVP water since 1993 and the renewal of the contract would continue those deliveries. As stated earlier the long-term contract includes an increase of water supply to 850 acre feet of water per year and is within the amount established by the CVPIA. The old contract was for 450 acre feet. This increase in water supply and the deliveries of water to the National Cemetery site are associated with the operations and maintenance of the CVP and SWP facilities. Actual water deliveries to contractors located south of the Delta would continue within the constraints of hydrological conditions, capacity of facilities, applicable laws, and biological opinions.

Beginning in 1992, the biological opinions related to CVP and SWP water prepared by the National Oceanic Atmospheric Administration (NOAA), formerly the National Marine Fisheries Service, and the U.S. Fish and Wildlife Service, instituted restrictions on CVP and SWP operations designed to protect biological resources and special status species. Additionally, in January 2001, Reclamation completed consultations under the Endangered Species Act with both NOAA and FWS as part of the Programmatic Environmental Impact Statement process for the Implementation of the CVPIA. In 2004, Reclamation completed consultations under the Endangered Species Act for the Operations

and Criteria Plan (OCAP) of the CVP and SWP. The full contract supply of 850 acre feet per year for the National Cemetery was included in the PEIS for the CVPIA and the OCAP. The delivery of 850 af/y of water to the National Cemetery would not result in changes in operations or maintenance of the CVP or SWP facilities beyond those included in past environmental analysis and consultations. The biological opinions and current measures, such as CVPIA programs and Reclamation's Conservation Program, continue to address biological concerns and will continue to address these concerns. Reclamation has determined the related operations and maintenance activities associated with this long-term contract renewal would not have no affect on federally listed threatened and endangered species or their federally designated critical habitats beyond those already addressed in previous consultations.

Water delivered to the National Cemetery as part of the proposed action will only be used for M&I purposes. Reclamation does not have authority over the operations, land use, or maintenance of the National Cemetery facilities managed by the U.S. Department of Veterans Affairs. The Proposed Action involves the renewal of a long-term water service contract and providing CVP water for the U.S. Department of Veterans Affairs. Although contract renewal involves two federal agencies only one agency is designated as the lead federal agency for the purpose of consultation (50 CFR Section 402.07). Therefore, because the CVP water would be used to maintain the San Joaquin National Cemetery, the U.S. Department of Veterans Affairs is the proper lead agency for Section 7 consultation under the Endangered Species Act for the use of this water at the National Cemetery site.

BIOLOGICAL RESOURCES – ALTERNATIVE 1 AND ALTERNATIVE 2

Same as NAA.

BIOLOGICAL RESOURCES – CUMULATIVE EFFECTS

The project could result in additional water supplies diverted from rivers or reservoirs and delivered to the National Cemetery. This increase would have a slight impact on biological resources. The actual amount of water diverted is contingent upon hydrological conditions, environmental constraints and conveyance capacity. The 400 af/y of water is minor and would not contribute to significant cumulative impacts to biological resources.

LAND USE – NO ACTION ALTERNATIVE

The CVP water would be used to support ongoing operations and management within the boundaries of the VA Cemetery. The Programmatic EIS for cemeteries in general and the EIS for the San Joaquin Valley Cemetery prepared by the VA analyzed the impacts of management activities.

No land use changes will result from this action, nor will there be effects to native habitats because all of the water exercised under this agreement will be used for existing M&I purposes. Therefore, this action would not act as an incentive for land use changes. Thus there would be no affect.

LAND USE – ALTERNATIVE 1 AND 2

Same as the NAA.

LAND USE - CUMULATIVE EFFECTS

The VA would continue to manage the cemetery for its designated purpose. The long-term contract

does not allow for transfers of this water. Therefore, the project would not contribute to cumulative effects on land uses.

OTHER CONSIDERATIONS

This section discusses other analysis typically required by or included in NEPA documents. It includes a review of potential environmental justice impacts, irreversible and irretrievable commitments of resources, and Indian trust assets.

SOCIOECONOMICS

The water service contract, conveyance and delivery of CVP water to the National Cemetery site would not change jobs or economical conditions. The National Cemetery would not contribute to land use changes or trends for development.

ENVIRONMENTAL JUSTICE

As mandated by Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, this EA addresses potential environmental justice concerns. The Executive Order requires federal agencies to identify and address disproportionately high and adverse human health or environmental effects of their programs, policies, and activities on minority populations and low-income populations.¹ In August 1994, the Secretary of the Interior issued an environmental justice policy statement directing departmental action resulting in the Department of the Interior's Strategic Plan for Environmental Justice (http://www.doi.gov/oepe/ej_goal1.html).

Renewal of the long-term water service contract between Reclamation and the VA will not involve the construction of new facilities, result in any known health hazards, cause the generation of any hazardous wastes, or result in any property takings. Moreover, renewal of this contract will not directly or indirectly cause disproportionately high and direct or indirect adverse human health or environmental effects. In examining impacts to the study area as a whole, it could be determined that renewal of the long-term water service contract would not disproportionately affect the human health or physical environment of minority or low-income populations. Providing water service to the National Cemetery for its designated purposes would not change socioeconomic conditions or result in significant impacts to disadvantaged populations.

IRREVERSIBLE AND IRRETRIEVABLE COMMITMENTS OF RESOURCES

Cultural Resources, compliance with Section 106 of the National Historic Preservation Act and other federal rules and regulations could be required for new undertakings (for example, if substantial new lands are to be incorporated within district boundaries [inclusions] or land use changes are proposed involving use of federally contracted water). Section 106 and the other relevant federal rules and regulations are designed to ensure that all eligible and potentially eligible archaeological or historical sites are adequately inventoried. "Inventory" includes the identification, evaluation in relation to NRHP eligibility criteria, and assessment of effects in relation to proposed project impacts. As a

¹ Executive Order 12898 specifically states that "[t]o the greatest extent practicable and permitted by law, and consistent with the principles set forth in the report on the National Performance Review, each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations in the United States and its territories and possessions, the District of Columbia, the Commonwealth of Puerto Rico, and the Commonwealth of the Mariana Islands."

consequence, implementation of treatments recommended in the Section 106 consultation and the related process results in reducing to less-than-adverse levels the impacts that a project might have on eligible or potentially eligible archaeological or historical sites. By definition, reducing impacts to less-than-adverse levels implies that there would be no irreversible or irretrievable commitments of cultural resources. No other irreversible or irretrievable commitments of resources resulting from the renewal of this long-term contract were identified for any of the other resources analyzed in this EA.

INDIAN TRUST ASSETS

Indian trust assets are legal interests in assets held in trust by the federal government for Indian tribes or individuals. The trust relationship usually stems from a treaty, executive order, or act of Congress. Assets are anything that holds monetary value and can be real property, physical assets, or intangible property rights. Trust assets may include lands, minerals, and natural resources, and hunting, fishing, and water rights. Indian reservations, rancherias, and public domain allotments are examples of lands that are often considered trust assets. Federal agencies have a responsibility to protect and maintain assets held by the United States in trust for a tribe.

Reclamation examined geographic information system coverage that depicts the distribution of Indian reservations, rancherias, and public domain allotments throughout the Mid-Pacific Region. No Indian lands of any type were found within the National Cemetery site. Consequently, there are no conflicts of this long-term contract renewal with Indian trust assets.

CULTURAL RESOURCES

The operations, maintenance, management and digging activities at the National Cemetery were analyzed in previous environmental documents and have already undergone environmental review. The proposed project will not involve activities that could affect cultural resources such as land disturbing activities or construction of new facilities. The proposed action involves conveyance of water through existing facilities and this project will not impact cultural resources.

SOCIOECONOMICAL CONDITIONS AND POWER RESOURCES

The long-term contract renewal and conveyance of this water would not interfere with deliveries to CVP or SWP contractors or other designated uses of this water. Reclamation would provide power to DWR for the conveyance of this water. The VA would reimburse DWR for the conveyance. Reclamation would provide a like amount of CVP water under conditions when SWP water deliveries occur to the National Cemetery. The water would be used exclusively for designated purposes at the National Cemetery. Therefore, the long-term contract or Wheeling Agreement would not result in significant impacts to socio-economical conditions or power resources.

CHAPTER 6

CONSULTATION AND COORDINATION

FISH AND WILDLIFE COORDINATION ACT (16 USC • 651 et seq.)

The Fish and Wildlife Coordination Act requires that Reclamation consult with fish and wildlife agencies (federal and state) on all water development projects that could affect biological resources. The implementation of the CVPIA, of which this action is a part, has been jointly analyzed by Reclamation and the FWS and is being jointly implemented. This continuous consultation and consideration of the views of the FWS in addition to their review of this EA and consideration of their comments satisfies any applicable requirements of the FWCA.

ENDANGERED SPECIES ACT (16 USC • 1521 et seq.)

Section 7 of the Endangered Species Act requires federal agencies, in consultation with the Secretary of the Interior, to ensure that their actions do not jeopardize the continued existence of federally endangered or threatened species, or result in the destruction or adverse modification of the critical habitat of these species.

Reclamation has completed consultation for the Operations and Criteria and Plan (OCAP) that included the conveyance of this water and coordination of operations of the CVP and SWP. The Department of Veterans Affairs has completed its Programmatic Environmental Impact Statement for general operations and maintenance activities at cemeteries in addition to the EIS for the San Joaquin Valley Cemetery in compliance with NEPA and ESA.

Reclamation has determined the long-term water service contract and conveyance of this water would not likely adversely affect federally listed threatened and endangered species or their designated critical habitats and informally consult under Section 7 of the Endangered Species Act. Reclamation is in consultation with the Fish and Wildlife Service on the proposed action. Reclamation has determined the Proposed Action would have no effect on federally listed species under the jurisdiction of the National Oceanic Atmospheric Administration. Decisions on execution of a final FONSI are predicated on completion of the Section 7 consultation.

NATIONAL HISTORIC PRESERVATION ACT (15 USC • 470 et seq.)

Section 106 of the National Historic Preservation Act requires federal agencies to evaluate the effects of federal undertakings on historical, archaeological and cultural resources. Due to the nature of the proposed project, there will be no effect on any historical, archaeological or cultural resources, and no further compliance actions are required.

EXECUTIVE ORDER 11988 - FLOODPLAIN MANAGEMENT AND EXECUTIVE ORDER 11990 - PROTECTION OF WETLANDS

Executive Order 11988 requires federal agencies to prepare floodplain assessments for actions located within or affecting floodplains, and similarly, Executive Order 11990 places similar requirements for actions in wetlands. Due to the nature of the Proposed Action, there will be no effect on any floodplains or wetlands and no further compliance actions are required.

PUBLIC COORDINATION

A Notice of Availability of the Draft EA will be released by Reclamation to the public in November 2004 announcing the review period and where the document can be obtained. Reclamation will send the Draft EA to all that request it. The Draft EA will be made available for 30 days to the public for review/comment and sent directly to the following agencies/entities:

- U.S. Fish & Wildlife Service
- NOAA Fisheries
- California Department of Fish & Game
- Merced County
- U.S. Environmental Protection Agency
- Natural Resource Defense Council
- Department of Veterans Affairs
- California Department of Water Resources

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APPENDIX A MAP