

APPENDIX F

CROSS VALLEY CANAL LONG-TERM CONTRACT RENEWAL

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The final LTCR contracts for the CVCs are anticipated to be posted from October 22 through December 23, 2004 on the Reclamation Mid-Pacific website and are available for public review at <http://www.usbr.gov/mp/cvpia/3404c/index.html>.

APPENDIX G

**CROSS VALLEY CONTRACTORS LONG-TERM CONTRACT
RENEWAL ENVIRONMENTAL ASSESSMENT
Final, January 2001**

**CROSS VALLEY CONTRACTORS
LONG-TERM CONTRACT RENEWAL
ENVIRONMENTAL ASSESSMENT**

FINAL

**Bureau of Reclamation
Mid-Pacific Region
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Fresno, California 93721-1813**

January 2001

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SECTION I

INTRODUCTION

DEVELOPMENT OF THE FINAL ENVIRONMENTAL ASSESSMENT

On October 16, 2000, Reclamation published a Draft Cross Valley Contractors Long-Term Contract Renewal EA. The Draft EA presented an evaluation of the potential impacts and benefits for Reclamation to renew the long-term water service contracts to deliver water from the CVP to the Cross Valley contractors for agriculture, municipal, and industrial uses. The Draft EA was available for public comment through December 8, 2000. Comments submitted to Reclamation on the Draft EA during the comment period were addressed. To address these comments, portions of the Draft EA required modifications (clarifications or revisions). Only the sections of the Draft EA requiring changes to address the comments are presented in this Final EA. The Final EA was prepared to include the following: errata to the Draft EA (Draft EA modifications), comments received on the Draft EA, and the response to the comments received on the Draft EA.

SCOPE OF THE FINAL ENVIRONMENTAL ASSESSMENT

The Final Cross Valley Contractors Long-Term Contract Renewal Environmental Assessment (EA) consists of the following:

- A discussion of the relationship between the Final and Draft EA (Section I);
- A discussion of the approach and organization applied in the Final EA to address issues presented in the comment letters and communications (Section I);
- A list of commentors on the Draft EA (Section I);
- A summary of the public involvement efforts (Section I);
- Errata to the Draft EA (Section II); and
- Comments and responses (Section III).

APPROACH TO ADDRESSING ISSUES PRESENTED IN COMMENT LETTERS

Comment letters and communiques were received by Reclamation during the Draft EA comment period. Section II contains Errata to the Draft EA - clarifications and revisions to the Draft EA - which were made in response to those comments. All comments on the Draft EA, regardless of whether they precipitated modifications to the Draft EA, are presented in Section III. A list of the commentors who submitted or provided comments on the Draft EA is provided below.

Commentor Name and Affiliation

Brian Hauss
Westlands Water District

John Herrick
South Delta Water Agency

Drew Caputo
Natural Resources Defense Council2

Arthur Feinstein
Golden Gate Audubon Society

Ralph Modine
Trinity County Board of Supervisors

Byron W. Leydecker
Friends of the Trinity River

Patricia Sanderson Port
US Department of the Interior, Office of Environmental Policy and Compliance

Daniel M. Dooley
Dooley and Herr, Attorneys at Law

Amelia T. Minaberrigarai
Kronick, Moskovitz, Tiedemann, and Girard

Terry Roberts
State of California, Governor's Office of Planning and Research, State Clearinghouse

Cynthia Koehler
Save the Bay

Grant Davis
The Bay Institute

Deanna Wieman
US Environmental Protection Agency, Region IX

W.F. "Zeke" Grader
Pacific Coast Federation of Fishermen's Associations

David Steinhauser and Dana Hord
Big Bear Community Development Group

Nannette Engelbrite
Western Area Power Administration

SUMMARY OF PUBLIC INVOLVEMENT

A summary of the public involvement efforts performed during the preparation of the Draft EA for the renewal of existing long-term water service contracts for the Central Valley Project was presented in Section 1.0 of the Draft EA. Reclamation mailed the Draft EA to the affected water service contractors, interested public and private agencies, and individuals on October 16, 2000. A 30-day comment period was established, which Reclamation subsequently extended for an additional 3 weeks ending Friday, December 8, 2000.

Reclamation has received and responded to those comments in Sections II and III of the Final EA.

Reclamation has completed negotiations for the renewal of 8 Central Valley Project long-term water service contracts with Cross Valley Canal water districts. The proposed contracts were made available for a 60-day public review and comment period on November 17, 2000. The term of the proposed negotiated contracts is for a 25-year period, and incorporates Central Valley Project Improvement Act (CVPIA) provisions.

Cross Valley Canal contracts are 3-party contracts among Reclamation, the State of California Department of Water Resources, and the various contractors. Negotiations between Reclamation and the Cross Valley Canal contractors are complete; the State of California and Cross Valley Canal contractors will continue to negotiate their issues during Reclamation's 60-day public review and comment period. Written comments on the proposed negotiated contracts must be received by Reclamation no later than the close of business on Wednesday, January 17, 2001.

SECTION II
ERRATA FOR CROSS VALLEY CONTRACTORS LONG-TERM CONTRACT RENEWAL DRAFT ENVIRONMENTAL ASSESSMENT

CHANGES TO BE MADE THROUGHOUT THE DRAFT EA

Section II contains errata to the Draft Cross Valley Contractors Long-Term Contract Renewal EA - clarifications and revisions to the Draft EA - which were made in response to those comments. The errata are presented to correspond to the sections found in the Draft EA. At a minimum, a page, paragraph number, or table number corresponding to Draft EA precedes the designated revision(s).

EXECUTIVE SUMMARY

1. p. ii, second paragraph. Revise the last sentence to "...presented in the PEIS (Section 1, Table PN-2).
2. p. iv, Table ES-2. Replace table to include a summary of the potential impacts associated with the Preferred Alternative.

Table ES-2
Summary of Potential Impacts

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
Surface Water	Contractors will continue to use available surface water and pump ground water. The surface water available to the contractors is reduced from the historic levels because of pumping constraints at the Delta and the impacts of this reduction are described in the PEIS.	Similar effect as the NAA.	In most years this alternative would result in little or no change in water use from the NAA. In other years, Cross Valley Contractors would tend to switch from ground water to surface water. This change will not have an effect on the San Joaquin River flows or other streams in the region. Changes in surface water use will not result in additional diversions from the Delta or changes to San Luis Reservoir storage. Alternative 2 will not affect the deliveries in the Friant-Kern Canal or storage in Millerton Lake.	Similar effect as NAA and Alternative 1.

**Table ES-2
Summary of Potential Impacts**

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
Water Supply	<p>Historic mixed uses of both ground water and CVP surface water in the Cross Valley Canal area are expected to continue. More emphasis on ground water use is expected during periods when CVP surface water is limited or expensive. Overall, the diversions from the Delta to meet south of Delta demands is less under the NAA than historically observed.</p>	<p>Similar effect as the NAA.</p>	<p>Minimal changes are anticipated for irrigated acres in most year types for most of the subbasins.</p> <p>Contractors may switch from ground water to surface water in certain years because of tiered water pricing. The additional CVP water purchased by the Contractors would come from San Luis Reservoir and the Delta. The total diversions from the Delta are not anticipated to change with the tiered pricing.</p> <p>Some Contractors receive water from Millerton Lake through an exchange with Arvin Edison Water Storage District. Changes in CVP water management because of this alternative would not affect this exchange.</p>	<p>Similar effect as NAA and Alternative 1.</p>
Ground Water	<p>During dry conditions, ground water usage increases in response to decreases in surface water supplies. Contractors return to greater surface water usage after the dry conditions end.</p> <p>It is assumed that Contractors will return to greater use of CVP water in years when water is available from the Delta at the conclusion of the dry period.</p>	<p>Similar effect as the NAA.</p>	<p>A single year of decreased ground water pumping will not adversely or beneficially affect the ground water basin. Over the long term, the ground water use in subbasin 17 would decrease. This would have a beneficial impact on the ground water basin.</p>	<p>Similar effect as NAA and Alternative 1.</p>

**Table ES-2
Summary of Potential Impacts**

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
Water Quality	Water quality in the rivers and ground water of the Cross Valley Contractor service area under the NAA is not anticipated to change from past conditions. Factors that tend to influence water quality, such as agricultural runoff, will be similar to historic conditions. However, the average delivery south-of-the-Delta is projected to decline from historic conditions. This may increase ground water demands and result in application of water of a lesser quality than surface water. Continued application of this water under the NAA may influence water quality over the long term.	Similar effect as the NAA.	A decrease in ground water pumping in subbasins 17, 18, and 20 is anticipated. This decrease in pumping should have a small, but unquantifiable, benefit to water quality as farmers switch to better-quality surface water.	Similar effect as NAA and Alternative 1.
Fisheries	Water use is expected to continue as in the past using both CVP surface water supplies and ground water. Ground water has typically been more important during dry years when CVP water is less available. Therefore no impacts on fisheries are predicted.	Similar effect as the NAA.	Water would remain in Millerton lake until purchased by Cross Valley users. Water not purchased would likely be picked up by other users. It could result in different timing in the movement of water in the Cross Valley Canal.	Similar effect as NAA and Alternative 1.

**Table ES-2
Summary of Potential Impacts**

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
Land Use	<p>The Cross Valley Contractors account for approximately 18% of the irrigated acreage in the three subregions. The estimated irrigated acres in the three subregions for an average water year is 1,055,500 acres. In a wet year the total irrigated acres increases by about 2,800 acres (0.3%). In a dry year the irrigated acres decrease by about 23,600 acres (2.2%).</p>	<p>Similar effect as the NAA.</p>	<p>Compared to the NAA, in average and dry years there is no change in irrigated acreage. In wet years there is a decrease in irrigated acres by 1,200 (0.1%).</p>	<p>Similar effect as NAA and Alternative 1.</p>
Biological	<p>Existing Cross Valley management will continue under current conditions. No impacts to vegetation and wildlife are expected, since no additional infrastructure (e.g., dams, increased dam heights, canals, etc.) will be constructed. Additionally, under this alternative, there will be no increase in deliveries and no conversion of existing natural habitat into farmland.</p>	<p>Similar effect as the NAA.</p>	<p>The additional water cost could result in an increase in the amount of lands left fallow. If fallowed lands are restored to native conditions, they could provide habitat for regional vegetation and wildlife.</p> <p>A decrease in some agricultural crops (e.g., alfalfa and grain crops) however, could potentially impact the amount of nesting and feeding habitat for wildlife in the area. While a reduction in the amount of alfalfa or grain acreage could impact some species, restoration of these lands to a more natural condition would likely provide benefits to listed and other species considered sensitive.</p>	<p>Similar effect as NAA and Alternative 1.</p>

**Table ES-2
Summary of Potential Impacts**

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
Recreational	The existing Cross valley facilities will continue to operate under current conditions. The recreational resources do not change.	Similar effect as the NAA.	Similar effect as the NAA.	Similar effect as NAA and Alternatives 1 and 2.
Socioeconomic	Gross revenue for the Cross Valley subregions is about \$2.1 million and produces about 22% of the valley-wide net income.	Similar effect as the NAA.	A reduction of \$1 million is estimated for gross revenue or less than 1% in all economic scenarios ending in a wet year. The maximum net revenue changes less than 1% in all scenarios. Total employment output and place-of-work income impact is less than 1%.	Similar effect as NAA and Alternative 1.
Cultural	The NAA would not result in direct impacts to eligible or cultural resources. Water apportioned under the NAA may be used to alter the use of a landscape, either through inundation, irrigation-related construction, or some other change which could impact cultural resources. The entities responsible at this level for potential impacts to cultural resources are the contracting agencies – the individual water districts.	Similar effect as the NAA.	Similar effect as the NAA.	Similar effect as NAA and Alternatives 1 and 2.
Indian Trust Assets (ITAs)	NAA is a continuation of existing conditions, therefore, there would be no impact to the single ITA, the Table Mountain Rancheria, located in the area of the Cross Valley Contractors (Fresno County Water Works #34).	Similar effect as the NAA, no impact on ITAs.	Similar effect as the NAA, no impact on ITAs.	Similar effect as the NAA and Alternatives 1 and 2, no impact on ITAs.

**Table ES-2
Summary of Potential Impacts**

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
Social Conditions	The existing Cross Valley operations do not change and social conditions are unchanged.	Similar effect as the NAA.	Similar effect as the NAA.	Similar effect as NAA and Alternatives 1 and 2.
Air Quality	The existing Cross Valley operations do not change and air quality is unchanged.	Similar effect as the NAA.	Similar effect as the NAA.	Similar effect as NAA and Alternatives 1 and 2.
Geology and Soils	The existing Cross Valley operations do not change and geology and soil conditions are unchanged.	Similar effect as the NAA.	Over the long term the ground water use in subbasin 17 would decrease. Retired or fallowed agricultural production lands will have a cover crop planted in the last year of cultivation.	Similar effect as NAA and Alternatives 1 and 2.
Visual	The existing Cross Valley operations do not change and visual conditions are unchanged.	Similar effect as the NAA.	Similar effect as the NAA.	Similar effect as NAA and Alternatives 1 and 2.

PURPOSE AND NEED

1. p. 1-1, first bullet, delete “and Agricultural water service contractors located in the Friant Division”.
2. p.1-2, first bullet, delete “and Municipal water service contractors located in the Friant Division”.
3. p. 2-2, revise Table PN-1 footnote to read: “¹ Includes County of Tulare subcontracts with Alpaugh Irrigation District, Atwell Island Water District, Hills Valley Irrigation District, Saucelito Irrigation District, Smallwood Vineyards, Stone Corral Irrigation District, City of Lindsay, Strathmore Public Utility District, Styrotek, Inc., and City of Visalia.”
4. p. 2-2, add to Table PN-1 footnote “²” for County of Fresno to read: “² Includes County of Fresno subcontract to Fresno County Waterworks #34.”

DESCRIPTION OF ALTERNATIVES

1. p. 2-1, last paragraph, last sentence. Revise the text from "...Table D-1" to Table DA-1."
2. p.2-2, second paragraph, after the first sentence. Add the sentence "The Contractors assert that compliance with state laws and permits is the basis of the right to continued beneficial use of water provided under the contracts."
3. p. 2-2, third paragraph, fourth sentence. Revise the text from "...frequently exceeded..." to "...frequently exceed..."
4. p.2-8, After the heading Selection of Preferred Alternative, replace the text, Table DA-1, and Table DA-2 with the following:

"Three alternatives were identified in the draft EA for the renewal of long-term contracts between Reclamation and the 8 Cross Valley Contractors. The alternatives presented a range of water service agreement provisions that could be implemented for long-term contract renewals. 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. In April 2000, the CVP Contractors presented an alternative long-term service contract. Reclamation and CVP contractors continued to negotiate the CVP-wide terms and conditions with these proposals serving as the basis for an analysis of such 'bookends'. The final contract language and the long-term renewal proposed action represents a negotiated position between Alternatives 1 and 2. The Preferred Alternative falls within the 'bookends,' and has the same impact for all resource areas as the NAA and Alternative 1. Table DA-1 provides the contract provisions of all the alternatives including the Preferred Alternative. Table DA-2 provides a summary of the potential impacts for the alternatives including the Preferred Alternative."

Table DA-1
Comparison of Contract Provisions Considered in Alternatives

Provision	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
	Based on PEIS and Interim Contracts	Based on April 2000 Proposal	Based on November 1999 Proposal	Based on Final Negotiated Contract
Explanatory Recitals	Assumes water rights held by CVP from SWRCB 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 NAA	Same as NAA
	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 NAA	Assumes CVP has been relied upon and considered essential by contractors

**Table DA-1
Comparison of Contract Provisions Considered in Alternatives**

Provision	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
	Based on PEIS and Interim Contracts	Based on April 2000 Proposal	Based on November 1999 Proposal	Based on Final Negotiated Contract
	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 NAA	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 NAA	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 NAA	Assumes water rights held by CVP from SWRCB for use by water service contractors under CVP policies
Definitions				
"Base Supply"	Not previously defined	Not previously defined	Not previously defined	Quantity of Project Water designated in contracts as the amount determined from historic deliveries and is considered relatively reliable in normal or wet years.
"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
"Supplemental Supply"	Not previously defined	Not previously defined	Not previously defined	Quantity of Project Water that is in addition to and less reliable than the Base Supply.

**Table DA-1
Comparison of Contract Provisions Considered in Alternatives**

Provision	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
	Based on PEIS and Interim Contracts	Based on April 2000 Proposal	Based on November 1999 Proposal	Based on Final Negotiated Contract
"M&I Water"	Assumes rewording to provide water for irrigation of land in units less than or equal to 5 acres as M&I water unless Contracting Officer 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	Same as No Action Alternative
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 subject to conditions for Ag and unconditioned for M&I
	Assumes convertibility of contract to a 9(d) contract 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	Sets Dec. 31, 2024 as date on which determination on conversion may be made upon mutually agreeable terms
Water to be Made Available and Delivered to the Contractor	Assumes water availability in any 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	Not included	Same as No Action Alternative	Similar to No Action Alternative. Requires contractor to be within legal authority to implement
	Assumes that current operating policies strives to minimize impacts to CVP water users	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
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	Same as 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

**Table DA-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
Rates and Method of Payment for Water	Assumes Tiered Pricing is total water quantity. Assumes advanced payment for rates for 2 months.	Assumes Tiered Pricing is total water quantity. Assumes advanced payment for rates for 1 month.	Assumes Tiered Pricing is total water quantity. Assumes advanced payment for rates for 6 months.	Same as No Action Alternative CVP-wide. Friant Division excludes class 2 water taken during uncontrolled season from tiered pricing
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
Sales, Transfers, or Exchanges of Water	Assumes continuation of transfers with the rate for transferred water being the higher of the sellers or purchasers CVP cost of service rate	Assumes continuation of transfers with the rate for transferred water being the purchasers CVP cost of service rate	Same as No Action Alternative	Assumes continuation of transfers with rate for transferred water being transferor's rate adjusted for additional or reduced costs related to transfer and adjusted to remove any ability to pay relief.
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 for refund.
Temporary Reduction - Return Flows	Assumes that current operating policies strives to minimize impacts to CVP water users	Assumes minor changes associated with methods described for discontinuance or reduction of payment obligations	Same as No Action Alternative	Same as No Action Alternative
Constraints on Availability of Project Water	Assumes that current operating policies strives to minimize impacts to CVP water users	Assumes Contractors do not consent to future Congressional enactments which may impact	Same as No Action Alternative	Same as No Action Alternative
Unavoidable Ground Water Percolation	Assumes that some of applied CVP water will percolate to ground water	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 the existing rules	Assumes minor changes with right to non-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 the 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 the existing rules without obligation to operate towards water quality goals	Same as No Action Alternative	Same as No Action Alternative	Same as No Action Alternative

**Table DA-1
Comparison of Contract Provisions Considered in Alternatives**

Provision	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
	Based on PEIS and Interim Contracts	Based on April 2000 Proposal	Based on November 1999 Proposal	Based on Final Negotiated Contract
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	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 Alternative 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
Water Conservation	Assumes compliance with conservation programs established by Reclamation and the State	Assumes conditions similar to No Action Alternative with the ability to use State 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

**Table DA-1
Comparison of Contract Provisions Considered in Alternatives**

Provision	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
	Based on PEIS and Interim Contracts	Based on April 2000 Proposal	Based on November 1999 Proposal	Based on Final Negotiated Contract
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
Subcontractors	Subcontractors are equally bound to meet the contract provisions as contractor.	Same as No Action Alternative	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 for 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	Not included - Assumption is Court confirmation not required	Same as No Action Alternative	Similar to Alternative 2 however, provision that contract not binding until court confirms is deleted

**Table DA-2
Summary of Potential Alternative Impacts**

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
Surface Water	Contractors will continue to use available surface water and pump ground water. The surface water available to the contractors is reduced from the historic levels because of pumping constraints at the Delta and the impacts of this reduction are described in the PEIS.	Similar effect as the NAA.	In most years this alternative would result in little or no change in water use from the NAA. In other years, Cross Valley Contractors would tend to switch from ground water to surface water. This change will not have an effect on the San Joaquin River flows or other streams in the region. Changes in surface water use will not result in additional diversions from the Delta or changes to San Luis Reservoir storage. Alternative 2 will not affect the deliveries in the Friant-Kern Canal or storage in Millerton Lake.	Similar effect as NAA and Alternative 1.
Water Supply	Historic mixed uses of both ground water and CVP surface water in the Cross Valley Canal area are expected to continue. More emphasis on ground water use is expected during periods when CVP surface water is limited or expensive. Overall, the diversions from the Delta to meet south of Delta demands is less under the NAA than historically observed.	Similar effect as the NAA.	Minimal changes are anticipated for irrigated acres in most year types for most of the subbasins. Contractors may switch from ground water to surface water in certain years because of tiered water pricing. The additional CVP water purchased by the Contractors would come from San Luis Reservoir and the Delta. The total diversions from the Delta are not anticipated to change with the tiered pricing.	Similar effect as NAA and Alternative 1.

**Table DA-2
Summary of Potential Alternative Impacts**

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
			Some Contractors receive water from Millerton Lake through an exchange with Arvin Edison Water Storage District. Changes in CVP water management because of this alternative would not affect this exchange.	
Ground Water	<p>During dry conditions, ground water usage increases in response to decreases in surface water supplies. Contractors return to greater surface water usage after the dry conditions end.</p> <p>It is assumed that Contractors will return to greater use of CVP water in years when water is available from the Delta at the conclusion of the dry period.</p>	Similar effect as the NAA.	A single year of decreased ground water pumping will not adversely or beneficially affect the ground water basin. Over the long term, the ground water use in subbasin 17 would decrease. This would have a beneficial impact on the ground water basin.	Similar effect as NAA and Alternative 1.
Water Quality	<p>Water quality in the rivers and ground water of the Cross Valley Contractor service area under the NAA is not anticipated to change from past conditions. Factors that tend to influence water quality, such as agricultural runoff, will be similar to historic conditions.</p>	Similar effect as the NAA.	A decrease in ground water pumping in subbasins 17, 18, and 20 is anticipated. This decrease in pumping should have a small, but unquantifiable, benefit to water quality as farmers switch to better-quality surface water.	Similar effect as NAA and Alternative 1.

**Table DA-2
Summary of Potential Alternative Impacts**

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
	<p>However, the average delivery south-of-the-Delta is projected to decline from historic conditions. This may increase ground water demands and result in application of water of a lesser quality than surface water. Continued application of this water under the NAA may influence water quality over the long term.</p>			
Fisheries	<p>Water use is expected to continue as in the past using both CVP surface water supplies and ground water. Ground water has typically been more important during dry years when CVP water is less available. Therefore no impacts on fisheries are predicted.</p>	<p>Similar effect as the NAA.</p>	<p>Water would remain in Millerton Lake until purchased by Cross Valley users. Water not purchased would likely be picked up by other users. It could result in different timing in the movement of water in the Cross Valley Canal.</p>	<p>Similar effect as NAA and Alternative 1.</p>
Land Use	<p>The Cross Valley Contractors account for approximately 18% of the irrigated acreage in the three subregions. The estimated irrigated acres in the three subregions for an average water year is 1,055,500 acres. In a wet year the total irrigated acres increases by about 2,800 acres (0.3%). In a dry year the irrigated acres decrease by about 23,600 acres (2.2%).</p>	<p>Similar effect as the NAA.</p>	<p>Compared to the NAA, in average and dry years there is no change in irrigated acreage. In wet years there is a decrease in irrigated acres by 1,200 (0.1%).</p>	<p>Similar effect as NAA and Alternative 1.</p>

**Table DA-2
Summary of Potential Alternative Impacts**

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
Biological	<p>Existing Cross Valley management will continue under current conditions. No impacts to vegetation and wildlife are expected, since no additional infrastructure (e.g., dams, increased dam heights, canals, etc.) will be constructed.</p> <p>Additionally, under this alternative, there will be no increase in deliveries and no conversion of existing natural habitat into farmland.</p>	<p>Similar effect as the NAA.</p>	<p>The additional water cost could result in an increase in the amount of lands left fallow. If fallowed lands are restored to native conditions, they could provide habitat for regional vegetation and wildlife.</p> <p>A decrease in some agricultural crops (e.g., alfalfa and grain crops) however, could potentially impact the amount of nesting and feeding habitat for wildlife in the area. While a reduction in the amount of alfalfa or grain acreage could impact some species, restoration of these lands to a more natural condition would likely provide benefits to listed and other species considered sensitive.</p> <p>As the cost of water increases, the opportunity to provide wetland habitat by private landowners generally decreases. This could result in a decrease in availability of wetland habitat in the Cross Valley region. However, if water use decreases, more water may be available to flow down the San Joaquin, Chowchilla, and Fresno Rivers.</p>	<p>Similar effect as NAA and Alternative 1.</p>

**Table DA-2
Summary of Potential Alternative Impacts**

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
			Increased flows along these water ways. Would enhance the riparian zones, result habitat quality for wildlife.	
Recreational	The existing Cross valley facilities will continue to operate under current conditions. The recreational resources do not change.	Similar effect as the NAA.	Similar effect as the NAA.	Similar effect as NAA and Alternatives 1 and 2.
Socioeconomic	Gross revenue for the Cross Valley subregions is about \$2.1 million and produces about 22% of the valley-wide net income.	Similar effect as the NAA.	A reduction of \$1 million is estimated for gross revenue or less than 1% in all economic scenarios ending in a wet year. The maximum net revenue changes less than 1% in all scenarios. Total employment output and place-of-work income impact is less than 1%.	Similar effect as NAA and Alternative 1.
Cultural	The NAA would not result in direct impacts to eligible or cultural resources. Water apportioned under the NAA may be used to alter the use of a landscape, either through inundation, irrigation-related construction, or some other change which could impact cultural resources. The entities responsible at this level for potential impacts to cultural resources are the contracting agencies – the individual water districts.	Similar effect as the NAA.	Similar effects as the NAA.	Similar effect as NAA and Alternatives 1 and 2.

**Table DA-2
Summary of Potential Alternative Impacts**

Resources	No Action Alternative	Alternative 1	Alternative 2	Preferred Alternative
Indian Trust Assets (ITAs)	NAA is a continuation of existing conditions, therefore, there would be no changes to the single ITA, the Table Mountain Rancheria, located in the area of the Cross Valley Contractors (Fresno County Water Works #34).	Similar effect as the NAA, no impact on ITAs.	Similar effect as the NAA	Similar effect as the NAA, no impact on ITAs.
Social Conditions	The existing Cross Valley operations do not change and social conditions are unchanged.	Similar effect as the NAA.	Similar effect as the NAA.	Similar effect as NAA and Alternatives 1 and 2.
Air Quality	The existing Cross Valley operations do not change and air quality is unchanged.	Similar effect as the NAA.	Similar effects as the NAA.	Similar effect as NAA and Alternatives 1 and 2.
Geology and Soils	The existing Cross Valley operations do not change and geology and soil conditions are unchanged.	Similar effect as the NAA.	Over the long term the ground water use in subbasin 17 would decrease. Retired or fallowed agricultural production lands will have a cover crop planted in the last year of cultivation.	Similar effect as NAA and Alternative 1.
Visual	The existing Cross Valley operations do not change and visual conditions are unchanged.	Similar effect as the NAA.	Similar effects as the NAA.	Similar effect as NAA and Alternatives 1 and 2.

AFFECTED ENVIRONMENT AND ENVIRONMENTAL CONSEQUENCES

1. p. 3-10, footnote to Table WS-2. Revise the text from "...can be put tp beneficial use." to "...can be put to beneficial use."
2. p. 3-35, last paragraph, last sentence. Revise the sentence from "Alternatives 1 and 3..." to "Alternatives 1 and 2..."
3. p.3-43: Revise text in first paragraph, first sentence to read: "...natural or native habitats (35,959

acres), agriculture (129,260 acres), and urban areas (4,872 acres) (Table BR-1).” Change the Total Urban Land Use value in Table BR-1 to 4,872 from 14,872.

4. p. 3-56, first paragraph, third and fourth sentences. Revise text to read: “In 1987, total farm deliveries of water amounted to 273,631 af. On farm ground water contributed 82% (224,309 af) of the contractors total farm deliveries. Surface water supplied from the CVP totaled 64,320 af, but combined with non-project surface water (2,048 af) and taking losses of 17,046 af into consideration, the total net surface water delivered to the contractors was 49,322 af.”
5. p.3-56, Table SE-3. Insert footnotes “ 1” after 1996 Irrigated Acreage heading, and “ 2” after each of the values in the 1996 Irrigated Acreage column except the total Cross Valley value of 168,913. Define footnote “ 1” as “Irrigated acres are based on a hydrologic year from October to September.” Define footnote “ 2” as “Reference irrigated acres-acreage from Reclamation records or district submittal.”
6. p.3-57, Table SE-4. Revise the first column (Crop), 8th and 19th rows to read “Deciduous Orchard” and “Subtropical Orchard”, respectively; and delete superfluous “Deciduous” and “Subtropical” from rows 7 and 18.
7. p. 3-57, first paragraph, second sentence. Replace “Fresno Irrigation District” with “Hills Valley Irrigation District.”
8. p.3-60, last paragraph, first sentence. Change “PEIS NAA average total to \$2.1 million” to “PEIS NAA average total to \$2.1 billion.”
9. p.3-77, after the 2nd paragraph (Environmental Consequences). Prior to No Action Alternative, insert the following discussion on Indian Trust Assets.

“Indian Trust Assets

Indian trust assets (ITAs) 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. Assets can be real property, physical assets, or intangible property rights. Examples of trust assets are lands, minerals, hunting and fishing rights, and water rights. In addition, such assets include the right to access certain traditional areas and perform traditional ceremonies.

The federal government maintains a responsibility to protect ITAs and to avoid adverse impacts where possible. Appropriate mitigation or compensation is required in consultation with affected Indian tribes when impacts cannot be avoided. Secretarial Order No. 3175, issued November 1993, clarifies the responsibility of the federal government in developing procedures for identifying, protecting, and maintaining ITAs.

Within 15 miles east of the Cross Valley Contractor service area, there are approximately 10 public domain allotments (PDAs) located in Fresno and Tulare counties. The PDAs, owned by native Americans, are small parcels of land that are frequently held in trust. Any land held in

trust for native Americans, whether PDA or rancheria, is an ITA. One of the ITAs is located within the Cross Valley Contractors water service districts the Table Mountain Rancheria is in the Fresno County Water Works #34.

Under the proposed alternatives, the continued delivery of CVP project water to the existing contractors would not affect any ITAs, because existing rights would not be affected, and there are no physical changes to the existing facilities included in the NAA nor are any new facilities constructed. There are no proposed changes in reservoir operations that would interfere with any water rights claims, nor will it reduce the diversion of water to the Table Mountain Rancheria through the Fresno County Water Works #34. In addition, there will be no increase in CVP deliveries, land use changes, or conversion of existing natural habitat into farmland or other uses. Consequently, none of the alternatives proposed would affect ITAs located east of the Cross Valley Contractor service area nor any known ITAs served by the Cross Valley Contractors.”

CONSULTATION AND COORDINATION

1. p. 4-3, second paragraph, first sentence. Under the heading Endangered Species Act, “Reclamation has prepared a biological assessment to determine if the preferred alternative will affect listed, threatened, and endangered species. The biological assessment addresses all species affected by the CVP operation for the Friant Division Contractors. Reclamation is consulting with both the Fish and Wildlife Service and the National Marine Fisheries Service pursuant to the ESA. The terms and conditions, reasonable and prudent measures and all environmental commitments identified in the FWS and NMFS BOs are hereby incorporated by reference.”
2. p. 4-3, last paragraph (Indian Trust Assets). Revise text to read: “During preparation of EA, it was determined, based on information provided by Reclamation, that one ITA, the Table Mountain Rancheria, is located within a subcontractor of the County of Fresno, the Fresno County Water Works #34.”

REFERENCES

p.5-1. Replace the references for V.L. Holland, United States Bureau of Reclamation, United States Department of Agriculture, United States Fish and Wildlife Service, and United States Forest Service with the following.

Holland, V. L., and D. J. Keil. 1989. California vegetation. Poor Richards Press, San Luis Obispo, California. 375 pp.

_____. 1995. California vegetation. Kendall/Hunt Publishing Company, Dubuque, Iowa. 516 pp.

U.S. Bureau of Reclamation (Reclamation). 1986. Mid-Pacific Region, Sacramento District. Central

Valley Fish and Wildlife Management Study - Fishing Access at Major Water Project Facilities in the Central Valley, CA. Prepared for U.S. Department of the Interior, Washington, D.C.

- _____. 1986b. Evaluation of the Potential of a Comprehensive Restoration Program for the San Joaquin River Salmon Fishery, Special Report: Sacramento, CA.
- _____. 1994a. Draft Environmental Assessment for the Interim Renewal of 67 Repayment or Water Service Contracts. September 16.
- _____. 1994b. Final Environmental Assessment for the Interim Renewal of 67 Repayment or Water Service Contracts. December 20.
- _____. 1997a. Supplemental Environmental Assessment for the Renewal of 54 Interim Water Service Contracts through February 29, 2000 Central Valley Project, California. September.
- _____. 1997b. Environmental Assessment for the Execution of 14 Interim Water Service Contracts through February 28, 2001. December.
- _____. 1999. Central Valley Project Improvement Act Programmatic Environmental Impact Statement, Preliminary Administrative Draft of the Final. September.
- _____. 1999a. Final Programmatic Environmental Impact Statement, Central Valley Project Improvement Act. October 1999.
- _____. 1999b. CVP Long-Term Contract Renewals, Financial Workshop. November 17, 1999.
- _____. 1999c. Friant Division Project Data. 1999.
- _____. 1999d. Cross Valley Division Project Data. 1999.
- _____. 2000. Final Water Needs Assessments for Individual Irrigation Districts within the Friant Division and Cross Valley Canal. July 28, 2000.
- U.S. Department of Agriculture (USDA). 1971. Soil Survey Of Tulare County, California, Central Part. Soil Conservation Service and U.S. Department of Interior, Bureau of Indian Affairs in cooperation with U.C. Agricultural Experiment Station. February.
- _____. 1982. Soil Survey Eastern Fresno Area, California. Soil Conservation Service in Cooperation with California Agricultural Experiment Station. October.
- _____. 1997. USDA County Profiles.
- _____. 1997a. 1997 Census of Agriculture, California State Highlights.
- _____. 1997b. 1997 Census of Agriculture, California County Highlights of Agriculture: 1997 and 1992. Fresno, Kern, Madera, Merced, and Tulare Counties.

_____. 1999. County Agricultural Commissioner's Report. August.

U.S. Fish and Wildlife Service. 1991. Biological opinion for the Friant Division water contract renewals. USFWS, Sacramento, California. October 15.

_____. 1995. Reinitiation of Formal Endangered Species Consultation and Conference on the Interim Renewal of 67 Water Service Contracts of the Central Valley Project, California. February 27.

U.S. Forest Service (USFS). 1973. Visual Resource Management Guides, Visual Quality Standard Determination and Application, California Region. Washington, D.C., Government Printing Office (GPO).

_____. 1976. National Forest Landscape Management, Volume 2, Chapter 1, The Visual Management System, California Region Landscape Character Types and Variety Class Criteria. Washington, D.C., GPO.

APPENDIX D - LIST OF PREPARERS

1. Include the following individuals in the list of preparers:

Bureau of Reclamation

Laura Allen - Reviewer

B.S. Forestry and Outdoor Recreation Management - Virginia Polytechnic Institute & SU
16 years experience in NEPA and ESA compliance

Jon Anderson - Contracts

AA - Architecture

38 years experience

Alan Candlish - Project Management, Review

BS Civil Engineering

Water Resource Planning, Project Management

27 years experience

Siran D. Eryasian - Map Preparation/GIS

BA, MA Geography/GIS

6 years GIS experience

Rosalie Faubion - Wildlife Biology; Fisheries Biology

BS, MS For Hays University, Kansas

24 years experience as biologist; 9 as program manager/biologist

Buford Holt - Project Management, Reviewer
PhD Botany and Plant Pathology
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31 years experience

Mary H. Johannis, P.E. - Review
BS in Civil Engineering
Water-power operations modeling, ag and urban water use
21 years of experience

Frank Michny - Reviewer
MS Biological Sciences
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10 years experience and expertise in procedural/legal requirements of NEPA/ESA

James Roberts - Biology
BS Zoology, MS Entomology
17 years experience

Russell Smith - Reviewer
BS Civil Engineering
25 years with the Bureau of Reclamation working on various water resource projects. 12 years on the Trinity River Restoration Program. 5 years as the Environmental and Natural Resources Division Chief in the Northern California Area Office

Judi Tapia - Project Management, reviewer
Environmental Specialist
BS Biochemistry; 1 year experience
Environmental Analysis/NEPA

G. James West - Reviewer
PhD Archeology/Cultural Resource Management
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CH2M-Hill

Gwendolyn M. Buchholz
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Continuity and Consistency with PEIS
24 years experience

Steve Hatchett - Agricultural Economics
BS Forestry, MA Environmental Administration, PhD Agricultural Economics
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Allan Highstreet - Economics
BS Agricultural Business Resources Management, MS Agricultural Economics
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John O'Connor - Economics
BA Economics, MS Agricultural Economics, PhD Agricultural Economics
6 years experience

Fatuma Yusuf - Economics
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4 years experience

APPENDIX E - DISTRIBUTION LIST

1. Include the following agencies and individuals on the distribution list for the Draft and Final Cross Valley Contractors Long-Term Contract Renewal EA.

The Draft and Final EA was circulated to agencies and individuals. The distribution list is provided in this appendix.

County of Fresno
2220 Tulare Street, Sixth Floor
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Rag Gulch Water District
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Hills Valley Irrigation District
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Visalia CA 93279-0911

Tri-Valley Water District
15142 East Goodfellow Avenue
Sanger CA 93657

Kern Tulare Water District
1820 21st Street
Bakersfield CA 93301

County of Tulare
County Civic Center, Administration Building
2800 West Burrel
Visalia CA 93291

Lower Tule Water District
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Porterville CA 93258-4388

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Trinity County Natural Resources
PO Box 156
Hayfork CA 96041-0156

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SECTION III

COMMENTS AND RESPONSES

A total of 16 commentors representing federal, state and local agencies, and other interested parties submitted comments on the Draft EA. All comments have been addressed by Reclamation and are presented in this section. The commentors are identified below.

- Mr. Brian Hauss, Westlands Water District - November 10, 2000 e-mail to Ms. Judi Tapia, Reclamation
- Mr. Brian Hauss, Westlands Water District - November 14, 2000 e-mail to Ms. Judi Tapia, Reclamation
- John Herrick Esq., Attorney, Representing the South Delta Water Agency
- Drew Caputo Esq., Senior Attorney, Natural Resources Defense Council (NRDC)
- Mr. Arthur Feinstein, Executive Director, Golden Gate Audubon Society
- Mr. Ralph Modine, Chairman, Trinity County Board of Supervisors
- Mr. Byron W. Leydecker, Chair, Friends of the Trinity River
- Ms. Patricia Sanderson Port, Regional Environmental Officer, U.S. Department of the Interior, Office of the Secretary, Office of Environmental Policy and Compliance
- Daniel M. Dooley Esq., Dooley & Herr, LLP, Attorneys at Law, Representing the Cross Valley Canal Contractors
- Amelia T. Minaberrigarai Esq., Kronick, Moskovitz, Tiedemann & Girard, Attorneys at Law, Representing Westlands Water District
- Ms. Cynthia Koehler, Legal Director, Save San Francisco Bay Association
- Mr. Grant Davis, Executive Director, The Bay Institute
- Ms. Deanna Wieman, Deputy Director, Cross Media Division, U.S. Environmental Protection Agency, Region IX
- Mr. W. F. Grader, Executive Director, Pacific Coast Federation of Fishermen's Associations, Inc.
- Terry Roberts, Senior Planner, State Clearinghouse, State of California Governor's Office of Planning and Research
- David Steinhauser and Dana Hord, Big Bar Community Development Group
- Nannette Engelbrite, Western Area Power Administration

Copies of all comment letters and other correspondences (i.e., e-mail) from each of the above commentors are included in Section III of this Final EA.

A number of comments received on the Draft EA questioned the structure of the EA in terms of the No Action Alternative and the scope of the analysis. The EA and the scope of the analysis were developed consistent with NEPA regulations and guidance from the Council on Environmental Quality (CEQ), and in conformance with the direction provided in *NRDC v. Patterson*, Civ. No. S-88-1658 (*Patterson*) which specifically addressed the application of NEPA relative to contract renewals. In *Patterson*, the court found that "...[o]ngoing projects and activities require NEPA procedures only when they undergo changes amounting in themselves to further 'major action.'" In addition, the court went further to state that the NEPA statutory requirement applies only to those changes. The analysis in the EA finds in large part that the renewal of the contracts is in essence a continuation of the "status quo," and although there are financial and administrative changes to the contracts, they perpetuate the existing use and allocation of resources (i.e., the same amount of water is being provided to the same lands for existing/ongoing purposes), but the contracts recognize that the amount of water actually delivered will likely be significantly less than the maximum contract amount. That change comes about not because of changes

in contracts, but because of changes in the amount of water expected to be available for delivery. Those changes, brought about because of implementation of CVPIA and CWA, as well as build-out by senior water right holders, were analyzed in the PEIS. The analysis in the EA therefore addresses the proposed changes to the contract and the potential environmental effects of those changes. The basis of this comparison is the evaluation of the proposed contractual changes as compared to a No Action Alternative that in essence reflects a continuation of the status quo. Use of the status quo as a No Action Alternative is supported by CEQ's opinion concerning renewal of some Friant contracts that appeared in the Federal Register on July 6, 1989, and their guidance document addressing the 'Forty Most Asked Questions' (on NEPA regulations). We have addressed these type comments in our response to comments. As indicated in the EA, these contract changes would not result in significant effects to the environment.



"Judi Tapia"
 <JTAPIA@mp.usbr.gov
 v>

To: <peter_lee@urscorp.com>, <Wellington_Yee@urscorp.com>
 cc: "Alan Candlish" <ACANDLISH@mp.usbr.gov>
 Subject: Fwd: Cross Valley EA

11/13/00 06:36 AM

Comments on Cross Valley EA from Westlands Water District

Judi Tapia
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 1243 "N" Street
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phone (559) 487 - 5179
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----- Message from "Brian Hauss" <bhauss@westlandswater.org> on Fri, 10 Nov 2000 16:40:12 -0800 -----

To: "Judi Tapia (E-mail)"
 <jtapia@mp.usbr.gov>

Subject Cross Valley EA

:

Judi -

I am back, Mr. EA reviewer!! I had a chance to quickly review the CVC EA and had the following comments/observations:

1) Under the socioeconomic resource summary, the table states that Gross Revenue for the CVC unit is \$2.1M and that under alternative 2, there would be a reduction of \$1M of Gross Revenue, or less than 1%. This is misleading, and probably wrong.

2) 3-9 - Paragraphs 3 and 4 both state that Delta diversions to meet demands south of the Delta, are expected to decrease due to CVPIA. Should there not be an indication as to how much, and for what action (B2, Trinity, VAMP, etc.)?

3) 3-61 - Middle paragraph under Table SE-8 states that Net Income decreases in a wet year mainly from an increase in irrigation cost.

Does this seem realistic?

I might comment some more on this EA later, but this is all for now.

Thanks!!!!!!

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Comment #	Response
WWD1-1	Comment acknowledged. We believe the commentor is referencing Tables SE-8 and SE-12. Table SE-8 identifies a gross revenue of \$2,123.9 million or approximately \$2.1 billion for subregions 17, 18, and 20. The text preceding Table SE-8 has been corrected (see errata presented in Section II) to reflect the average total gross revenues of \$2.1 billion, rather than \$2.1 million, for the Cross Valley subregions for the PEIS NAA, which is 21% of total Central Valley gross revenue. The values in Table SE-12 provide the gross revenue impacts and were correctly derived from the economics analysis (Appendix C, Economic Analysis of November 1999, Table 18).
WWD1-2	Comment noted. The water needs of the various CVPIA programs are provided and discussed in the PEIS. The EA was tiered from the PEIS by reference to avoid duplication of information as stated in Section 1.0. Consequently, no changes are made to p. 3-9.
WWD1-3	Comment noted. The decrease in net revenue is derived from irrigation efficiency improvements induced by higher CVP water prices in the average year. Changes in irrigation efficiency is carried through to the wet year because they are short run analyses and irrigation technology is fixed in the short run. The increase in irrigation efficiency results in a reduction in the total water used in subregions while irrigated acreage remains constant. Consequently, no change is made to p. 3-61.



"Judi Tapia"
 <JTAPIA@mp.usbr.gov
 v>

To: <peter_lee@urscorp.com>, <Wellington_Yee@urscorp.com>
 cc: "Alan Candlish" <ACANDLISH@mp.usbr.gov>
 Subject: Fwd: CVC comments

11/15/00 07:34 AM

FYI

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----- Message from "Brian Hauss" <bhauss@westlandswater.org> on Tue, 14 Nov 2000 09:25:11 -0800

To: "Judi Tapia (E-mail)"
 <jtapia@mp.usbr.gov>

Subject CVC comments

:

Judi -

I found a few more things in the CVC EA that need to be addressed:

- | | | | |
|--|----------|------------------------------------|---|
| do not match table numbers. | 1. 3-43: | Narrative numbers in top paragraph | 1 |
| acreage does not match 1996 crop acreage in Friant Unit EA. | 2. 3-56: | Lower Tule River ID 1996 crop | 2 |
| in table. Also - if subtropical is 0, should not be in table. | 3. 3-57: | Repeat "Orchard" and "Truck Crop" | 3 |
| the CVC unit uses less groundwater than surface water as compared to | 4. 3-63 | On a percentage basis, | |
| the CVC unit is supposed to rely more heavily upon groundwater, can this | | the Friant Unit in total. If | 4 |
| (we may have to talk some more about this one). | | forecasted data be correct? | |

Thanks for looking into these, and do call with any questions (I knew you had nothing else to do!).

Comment #	Response
WWD2-1	The corrections noted in the comment letter are presented as errata in Section II of this Final EA. The total urban land use presented in Table BR-1 has been revised to read 4,872 instead of 14,872. The text has been corrected to read: "...natural or native habitats (35,959 acres), agriculture (129,260 acres), and urban areas (4,872 acres)...".
WWD2-2	Comment acknowledged. The values presented in Table SE-3 of the Cross Valley Contractor EA correspond to the values for the Lower Tule River Irrigation District presented in Table SE-3 of the Friant Division EA. In both EAs, the 1996 referenced irrigated acreage is 87, 890 acres. Footnotes, as discussed in the errata presented in Section II, will be inserted to define the basis of the 1996 Irrigated Acreage as a hydrologic year from October to September, and the source of irrigated acres for each county is from Reclamation records or district submittal.
WWD2-3	Comment acknowledged. The table row addressing orchards are repeated because the table rows address 'Deciduous Orchard' and 'Subtropical Orchard'. The table row addressing 'Truck Crop' is not repeated in Table SE-4. The table, as discussed in the errata presented in Section II, will be revised to clarify the type of orchard being referenced.
WWD2-4	Comment noted. The commentor appears to be referring to the historical use of water applied as presented in Table SE-10, p. 3-62. As stated on p.3-60, first paragraph, "While the Contractors service area is contained within these three subregions, it should be noted that the existing conditions as described in this section for the service area are less than 100% of the production units used in the CVPM, because the CVPM subregions include both CVP and non-CVP users." For example, subregions 17, 18, and 20 are identified for both Cross Valley Contractors and Friant Division contractors. Consequently, the data in Table SE-10 are used to convey relative change in water source usage but can not be applied or attributed solely to the Cross Valley Contractors. Consequently, no changes were made to the EA (p. 3-62, 3-63) to address this comment.

Mr. Al Candlish
November 17, 2000
Page Two

no program to decrease the salt load entering the river which causes objectives to be violated. The Bureau is similarly not participating in the program which seeks to install tidal barriers in the South Delta to partially mitigate some of those adverse effects.

2 cont'd

Any environmental analysis and each long-term contract should include a provision that recognizes deliveries may be decreased in order to provide water to meet water quality objectives in the southern Delta.

The third issue of concern relates to the failure of the environmental analyses (and the Long-Term Contracts) to recognize the probable decrease in deliveries resulting from the application of California Water Code §§ 11460 et seq., and § 10505. The statutes recognize that as areas of origin grow, they will be able to claim for use water which is currently stored and released for export. These statutes make clear that all export supplies are interim, pending the needs of the areas of origin.

3

In light of this, all long-term contracts should refer to the statutes and contain a provision which recognizes that future decreases in supply will result from the growth of water use in the areas of origin.

The Central Delta Water Agency joins in these comments.

Very truly yours,



JOHN HERRICK
Attorney for South Delta Water Agency

JH/dd

Comment # Response

SDWA-1 The analysis of overall CVP operations presented in the EA was based upon the programmatic evaluation presented in the PEIS.

The historical reduction in flows on the San Joaquin River and increased salinity in the river near Vernalis are discussed in Chapter II of the Surface Water Supplies and Facilities Operations Technical Appendix and Attachment B of the Fisheries Technical Appendix, including information presented in the 1980 draft report and subsequent reports. The PEIS assumed that existing CVP operations would continue except as modified by the CVPIA. The water quality and quantities available under existing operations with projected land use for the Year 2025 were defined in the No Action Alternative and used as a basis for comparison for PEIS alternatives.

The description of water quality presented in the PEIS indicates that not all water quality standards are met in all year types, especially in drier years when available water supply is limited but water rights must be met. Methods to meet water quality standards are being considered in other Reclamation projects, including the Vernalis Adaptive Management Plan and San Joaquin River Agreement programs. The Vernalis Adaptive Management Plan is included in the Preferred Alternative in the Final PEIS and the alternatives considered in this EA. Other Reclamation projects, such as the Grasslands Bypass project, are evaluating other methods to reduce water quality problems.

SDWA-2 The analysis of overall CVP operations presented in this EA was based upon the programmatic evaluation presented in the PEIS. The description of water quality presented in the PEIS indicates that not all water quality standards are met in all year types, especially in drier years when available water supply is limited but water rights must be met. Methods to meet water quality standards are being considered in other Reclamation projects, including the Vernalis Adaptive Management Plan and San Joaquin River Agreement programs. The Vernalis Adaptive Management Plan is included in the Preferred Alternative in the Final PEIS and the alternatives considered in this EA. Other Reclamation projects, such as the Grasslands Bypass project, are evaluating other methods to reduce water quality problems.

The PEIS analysis indicates that the model simulations indicate that under existing operations (No Action Alternative) in the Year 2025, Vernalis water quality standards will not be met in drier years. The PEIS evaluates impacts on Vernalis of the different CVPIA alternatives as compared to conditions projected to occur under the No Action Alternative. The Preferred Alternative in the Final PEIS (and the alternatives in this EA) does not increase the frequency of non-compliance as compared to the PEIS No Action Alternative.

Comment #	Response
SDWA-3	<p>The CVP is operated according to the CVP Operations Criteria and Plan to protect senior water rights, including water rights upstream of the Delta, prior to export of CVP supplies south of the Delta. CVP water service contractors receive water under the water right granted to the CVP by the State Water Resources Control Board (SWRCB). Allocation of CVP water to water service contractors is dependent upon hydrologic conditions and regulatory and environmental requirements that are developed to protect other water rights users. If a water rights contractor also is granted a water right by the SWRCB, the CVP will deliver water to that contractor pursuant to that water rights requirement. The PEIS alternatives and alternatives considered in this EA include this Area of Origin protection and protection under the Delta Protection Act for all current water rights holders. It is not possible to predict future water rights applications, therefore, the PEIS and this EA do not include assumptions for future water rights applications. If future water rights are granted by the SWRCB, the CVP will be operated in accordance with any associated changes required by the SWRCB for CVP operations.</p>



NATURAL RESOURCES DEFENSE COUNCIL

December 7, 2000

Bureau of Reclamation
Attention: Mr. Al Candlish
2800 Cottage Way
Sacramento, CA 95825-1898

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Ad 12/8/00

Dear Mr. Candlish:

On the behalf of its more than 400,000 members, the Natural Resources Defense Council ("NRDC") hereby files its comments on the draft environmental assessments ("EAs") on long-term renewal of Central Valley Project water service contracts prepared by the Bureau of Reclamation ("the Bureau").

We are deeply disappointed by the Bureau's inadequate attempts to comply with the National Environmental Policy Act ("NEPA"), 42 U.S.C. § 4321 *et seq.*, in its proposed long-term renewal of CVP contracts. First, we strongly object to the Bureau's failure to prepare an environmental impact statement on these proposed agency actions that would have significant, far-reaching and fundamental effects. Second, the EAs themselves fail to meet the requirements of NEPA and cannot possibly support a finding of no significant impact by the Bureau. We urge the Bureau in the strongest possible terms to prepare NEPA documentation on long-term contract renewal which comports with the law, as these EAs emphatically do not.

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I. The Bureau Must Prepare an Environmental Impact Statement on the Proposed Long-Term Contract Renewals.

NEPA requires federal agencies to prepare a detailed environmental impact statement ("EIS") on all "major Federal actions significantly affecting the quality of the human environment." 42 U.S.C. § 4332(2)(C). The purpose of this mandatory requirement is to ensure that detailed information concerning potential environmental impacts is made available to agency decisionmakers and the public before the agency makes a decision. Robertson v. Methow Valley Citizens Council, 490 U.S. 332, 349 (1989).

Under NEPA's procedures, an agency may prepare an EA in order to decide whether the environmental impacts of a proposed agency action are significant

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enough to warrant preparation of an EIS. 40 C.F.R. § 1501.4(b), (c). An EA must "provide sufficient evidence and analysis for determining whether to prepare an [EIS] ..." 40 C.F.R. § 1508.9(a)(1). The U.S. Court of Appeals for the Ninth Circuit has specifically cautioned that "[i]f an agency decides not to prepare an EIS, it must supply a convincing statement of reasons to explain why a project's impacts are insignificant." Blue Mountains Biodiversity Project v. Blackwood, 161 F.3d 1208, 1212 (9th Cir. 1998) (internal quotation marks omitted), cert. denied, 527 U.S. 1003 (1999). To successfully challenge an agency decision not to prepare an EIS, a plaintiff need not show that significant effects will in fact occur. So long as the plaintiff raises "substantial questions whether a project may have a significant effect on the environment," an EIS must be prepared. Id. (emphasis added, internal quotation marks omitted).

The long-term renewal contracts proposed by the Bureau are virtually certain to have a significant effect on the environment if they are executed. Collectively they cause the diversion of millions of acre-feet of water each year from the natural environment to (primarily) agricultural water users in the Central Valley, for use (primarily) in irrigated agriculture that itself has significant environmental impacts. The Bureau simply cannot, consistent with NEPA, allow these environmental impacts to escape full analysis in an EIS on long-term contract renewals.

A/ There is Ample Evidence That Long-Term Renewal Contracts Would Have Significant Environmental Effects.

The Bureau has failed to meet its duty under governing Ninth Circuit precedent to supply a convincing statement of reasons why the execution of long-term renewal contracts would have insignificant environmental effects. By contrast, there is ample reason to believe that executing contracts for delivery of millions of acre-feet of water annually for an effective duration of 50 years would have a significant impact on the environment.

The U.S. Fish and Wildlife Service has recently completed a biological opinion on, among other things, the continued operation and maintenance of the Central Valley Project ("CVP"). U.S. Fish and Wildlife Service, Biological Opinion on Implementation of the CVPIA and Continued Operation of the CVP (November 2000).¹ This biological opinion describes in some detail the adverse environmental consequences that have been caused by the Central Valley Project, consequences that include harm to fish and wildlife from actions such

¹ We incorporate by reference this biological opinion in these comments. We also incorporate the documents referenced in that biological opinion, including the prior biological opinions on the Central Valley Project listed in section 1 of the November 2000 biological opinion.

as water diversion, impoundment, pumping and conveyance; from habitat conversion; from the effects of agricultural drainwater; and from urbanization. All of these effects constitute effects of CVP water service contracts, since they are the consequences of the provision of water under these contracts. See 40 C.F.R. § 1508.8 (defining effects required to be analyzed under NEPA to include indirect as well as direct effects). Because these effects on the environment are significant, they and other effects of signing long-term renewal contracts for the provision of CVP water must be analyzed in an EIS.

7

Other evidence of significant environmental effects from long-term water service contracts include the evidence submitted by the plaintiffs in NRDC v. Patterson, No. Civ. S-88-1658 LKK (E.D. Cal.), which we also incorporate in these comments by reference. The main point here is an obvious one: Through the proposed contracts, the Bureau is proposing to commit to the diversion of millions of acre-feet of water from the natural environment and to the delivery of that water to farms and cities for a nominal period of 25 years and an effective period of 50 years (given the right of renewal contained in the contracts). Activities of this scale and type cannot help but have significant environmental impacts, particularly in light of the significant impacts that have occurred to date under the current and previous CVP water service contracts. Moreover, the scale and duration of the activities that would be committed to under the proposed contracts threaten to cause a deterioration in the current state of the environment, as the environmental effects of the activities mandated under the proposed contracts are added to the environmental harm that has been caused to date under the current and previous contracts. For all these reasons, the Bureau must prepare an EIS on long-term contract renewal.

B. NEPA's Regulations Make Clear That an EIS Must Be Prepared Here.

NEPA's implementing regulations list a variety of factors that federal agencies are required to consider in determining whether a proposed action may significantly affect the environment and hence must be the subject of an EIS. 40 C.F.R. § 1508.27. While the Bureau has failed to undertake an adequate evaluation of these factors here, nearly all of the factors (any one of which is sufficient to require preparation of an EIS) are satisfied in the case of the proposed long-term contracts. For example:

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- Water pollution from agricultural drainwater, which is triggered and would be made possible by the delivery of water under the proposed contracts, "affects public health" in a substantial way. See 40 C.F.R. § 1508.27(b)(2).

- The area to be served under the proposed contracts is in "proximity" to "prime farmlands," "wetlands" (including riparian wetlands), and "ecologically critical areas" (such as the Sacramento-San Joaquin Delta). See id. at 1508.27(b)(3).
- The effects of the water diversions, impoundments and deliveries required under the proposed contracts, and the consequences of the irrigated agriculture made possible by deliveries pursuant to the contracts, "are likely to be highly controversial." See id. at 1508.27(b)(4).
- The "possible effects" of the activities and actions made possible by the proposed contracts "are highly uncertain or involve unique or unknown risks," especially in light of the lengthy duration of the contracts. See id. at § 1508.27(b)(5).
- Since numerous CVP contractors are not prepared to sign long-term renewal contracts at the present time and will negotiate such contracts in the future, executing the proposed contracts would "establish a precedent for future actions with significant effects or represents a decision in principle about a future consideration." See id. at § 1508.27(b)(6).
- In light of the environmental effects that have occurred from CVP operations to date, and in light of the long duration of the proposed contracts (during which many additional actions will necessarily be taken), the proposed contracts are related to other actions with "cumulatively significant impacts." See id. at § 1508.27(b)(7).
- In light of the well-established adverse effects of CVP activities on threatened and endangered species and their habitat, as shown by the biological opinions cited previously in this letter, the proposed contracts "may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973." See id. at § 1508.27(b)(8).

8 cont.

The evidence in favor of an EIS being required here is overwhelming - particularly since "the threshold for requiring an EIS is quite low." NRDC v. Duvall, 777 F. Supp. 1533, 1538 (E.D. Cal. 1991). In that same case, Chief Judge Emeritus Karlton further held that:

only in those obvious circumstances where no effect on the environment is possible, will an EA be sufficient for the environmental review required by NEPA. Under such circumstances, the conclusion reached must be close to self-evident ...

Id. We urge the Bureau in the strongest terms to prepare the required EIS on the proposed long-term contract renewals, in order to comply with the requirements of NEPA.

II. The Environmental Assessments Fail to Meet the Requirements of NEPA.

9

Even if an EIS were not clearly required here, the EAs prepared by the Bureau are so inadequate as to violate NEPA on their own. They fall far short of the analysis that is necessary to meet NEPA's requirements and to support a finding of no significant impact.

A. The EAs Fail to Consider a Reasonable Range of Alternatives.

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NEPA's implementing regulations call analysis of alternatives "the heart of the environmental impact statement," 40 C.F.R. § 1502.14, and they specifically require an alternatives analysis within an EA, *id.* at § 1508.9. The statute itself specifically requires federal agencies to:

study, develop, and describe appropriate alternatives to recommended courses of action in any proposal which involves unresolved conflicts concerning available uses of resources.

42 U.S.C. § 4332(2)(E). Because the Bureau's EAs on long-term contract renewals look only at a narrow range of alternatives and fail to evaluate numerous reasonable alternatives, the EAs violate NEPA.

The caselaw makes clear that an adequate alternatives analysis is an essential element of an EA, in order to allow the decisionmaker and the public to compare the environmental consequences of the proposed action with the environmental effects of other options for accomplishing the agency's purpose. In a leading NEPA case in which it overturned an EA for failure to consider alternatives adequately, the Ninth Circuit pointedly held that "[i]nformed and meaningful consideration of alternatives ... is ... an integral part of the statutory scheme." Bob Marshall Alliance v. Hodel, 852 F.2d 1223, 1228 (9th Cir. 1988), *cert. denied*, 489 U.S. 1066 (1989). To meet NEPA's requirements an EA must consider a reasonable range of alternatives, and courts have not hesitated to overturn EAs that omit consideration of a reasonable and feasible alternative. See People ex rel. Van de Kamp v. Marsh, 687 F. Supp. 495, 499 (N.D. Cal. 1988); Sierra Club v. Watkins, 808 F. Supp. 852, 870-75 (D.D.C. 1991).

Each of the contract-renewal EAs considers only two alternatives, in addition to the no-action alternative. Given the scope and importance of the proposed agency action under review, this small number of alternatives is by itself a violation of NEPA's requirement to consider a reasonable range of alternatives. What makes matters worse is the similarity

between the alternatives that the EAs do consider. For example, each of the alternatives, the two action alternatives and the no-action alternative, specify exactly the same quantities of water under contract. The similarities between the alternatives, though, do not stop with water quantity. The summary tables that compare the alternatives repeatedly use the phrases "Same as NAA [No Action Alternative]," "Similar to NAA" and "minor changes" to describe the components of the alternatives. See, e.g., Draft Friant Division Long-Term Contract Renewal Environmental Assessment ("Friant EA"), at Table DA-1.² See also *id.* at 3-57 ("The impacts of EA Alternative 1 are assumed to be identical to the impacts to [sic] the NAA because the water supply and pricing scenarios are identical in both alternatives. The only differences in the alternatives are administrative."), 3-58 ("the NAA and Alternative 1 are assumed to have the same environmental consequences because of their similarities and the fact that the only differences are contractual arrangements among the parties to the contracts").

In addition to considering too few alternatives that are too similar to each other, the EAs reject or ignore several obvious and reasonable alternatives. These unexamined or rejected reasonable alternatives include:

- Alternatives that decrease the water quantities under contract. Each of the alternatives in the EAs contains the exact same water quantities that are currently under contract. It plainly is reasonable for the Bureau to consider and evaluate the option of changing those quantities. The Bureau should consider changing the contract quantities to (a) a level that matches the actual level of deliveries in recent, normal water years, and (b) a level that would leave a meaningfully larger amount of water in the environment compared with current use, so that the EAs can illustrate the choices and consequences between consumptive and nonconsumptive uses of water. The EAs' rejection of the alternative of reducing water quantities, see, e.g., Delta-Mendota Canal Unit Environmental Assessment, Long-Term Contract Renewal, at 2-9, ignores the fact that such an alternative is reasonable and accords with the purpose and need for the agency action under evaluation. See also 40 C.F.R. § 1502.14(a) (agencies must "[r]igorously explore and objectively evaluate all reasonable alternatives").
- An alternative that increases the cost of water to full market rates. Each of the action alternatives in the EAs charges the minimum price for water under the contract. The Bureau should evaluate at least one alternative that prices water at the level the water

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² The EAs are all very similar. Thus, each of the comments contained in this letter applies equally to each of the EAs. Each citation to a specific EA is intended as an illustration and in no way suggests that the comment is restricted to that particular EA.

would receive on the open market.³ At a minimum, the Bureau must consider price increases that would "encourage the full consideration and incorporation of prudent and responsible water conservation measures." Reclamation Reform Act of 1982, Sec. 210(a), 43 U.S.C. 390jj(a).

- An alternative that does not give the contractor a specific right to renew the contract. (While it is possible that there is no right of renewal contained in Alternative 2, the EAs do not make this clear and do not analyze the environmental consequences of this difference, if it does exist in the alternative.)
- Alternatives that affirmatively mandate or encourage increased water conservation by water users, through (a) aggressive, prescriptive requirements for water conservation and (b) through financial incentives for water conservation.

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Each of the above reasonable alternatives can and should be analyzed and considered for contracts in each of the CVP divisions. In addition, for contracts in each individual division the Bureau should consider at least one strongly environmentally protective alternative that is tailored to the leading environmental problem relating to the operation of that division. So, for example, the Bureau's NEPA analysis for long-term renewal contracts for the Friant Division should consider at least one alternative that conditions the provision of water service on effective restoration of the San Joaquin River and/or creates specific incentives in the contract for restoration of the river.⁴ As a further example, the NEPA analysis for the Delta-Mendota Canal Unit should consider at least one alternative that conditions the provision of water service on discrete improvements in protection and restoration of the Sacramento-San Joaquin Delta and/or creates specific incentives in the contract for such increased environmental protection and restoration of the Delta.

11

The EAs prepared by the Bureau fail to evaluate a reasonable range of alternatives and hence violate NEPA. We urge the Bureau to prepare NEPA documentation for long-term contract renewals that meets NEPA's requirements for alternatives analysis and that, at a minimum, fully analyzes the alternatives described above.

³ The Bureau clearly has discretion to consider higher prices. See, e.g., Reclamation Project Act of 1939, sec. 9(e), 43 U.S.C. 495h(e) (rates shall be "at least sufficient to cover an appropriate share of the annual operation and maintenance cost..."); Reclamation Reform Act of 1982, sec. 208(a), 43 U.S.C. 390hh(a) ("the price...shall be at least sufficient to recover all operation and maintenance charges..."); see also *NRDC v. Houston*, 146 F.3d 1118, 1125-26 (9th Cir. 1998) (Bureau has discretion over terms of renewal contracts, including price and quantity).

⁴ The Friant EA fails to conduct an adequate analysis of the effect of the proposed contracts on the San Joaquin River and on restoration of the river.

B. The EAs Fail to Disclose and Analyze Adequately the Environmental Impacts of the Proposed Action.

NEPA's implementing regulations require that an EA "provide sufficient evidence and analysis for determining whether to prepare an [EIS]." 40 C.F.R. § 1508.9(a). For the reasons discussed above, the EAs fail to discuss and analyze adequately the environmental effects of long-term contract renewals. Courts have not hesitated to overturn EAs that fail to contain an adequate discussion of the environmental consequences of a proposed agency action, e.g., Foundation on Economic Trends v. Heckler, 756 F.2d 143 (D.C. Cir. 1985), and the EAs prepared by the Bureau here deserve that same fate.

The discussion and analysis of environmental impact contained in the EAs is cursory and inadequate, and it falls far short of NEPA's requirements. As an example, the discussion of water-quality impacts contained in the Friant EA shows the cursory and conclusory "analysis" contained in all of the EAs. First, the analysis is breathtakingly brief, occupying a single page with considerable space between the short paragraphs – a plainly inadequate treatment in light of the great importance of water quality to public health and the environment. Friant EA at 3-34. Second, the analysis essentially says that there will be no change in water quality impacts under the No Action Alternative and Alternative 1 – without describing in any meaningful way what the qualitative impacts of existing water quality is on human health and the environment and why those impacts will not change for better or for worse. Id. The six-sentence analysis of the effect of Alternative 2 appears to say that this alternative would cause some changes, but the EA fails to describe what those changes would mean for human health and environment. Id.

This plainly inadequate discussion of environmental impacts is, sadly, far from an isolated example. For example, the same document's discussion of fishery impacts occupies approximately a page and a half and concludes (with no analysis), for the no-action alternative and for Alternative 1, that there would be "no impacts to fishery resources" – a conclusion based apparently on the logic that no changes in environmental impacts from the current effects equals no environmental impacts at all. Id. at 3-48. On the next page, the EA presents the amazing, thoroughly unsupported statement that "Alternative 1 and 2 have little or no effect on surface water quantities and flows," id. at 3-49, despite the fact that both alternatives would result in the diversion and delivery to irrigated agriculture of more than a million acre-feet of water each year for 25 or 50 years. Elsewhere in the same document, the Bureau presents the astonishing and unsupported statement that "Alternative 1 is assumed to have similar effects to the NAA. Therefore, there are no impacts to biological resources under this alternative." Id. at 3-76.

112

In addition to failing to disclose or to analyze adequately the environmental effects of the proposed contracts, the EAs impermissibly restrict the timeframe of their analyses. None of the study periods extends forward more than 25 years, e.g., Friant EA at 1-4, despite the fact that each of the contracts contains an easily satisfied conditional right of renewal that means that the likely and effective duration of these contracts would be 50 years. By failing to analyze the environmental effects of the contracts in the likely event that they are renewed under the right of renewal contained in the contracts, the Bureau has violated NEPA.

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We urge the Bureau to prepare NEPA documentation that adequately discloses and analyzes the environmental effects of the contracts over the full lifetime of the contracts, including the renewal period, as the draft EAs do not.

C. The EAs Fail to Analyze Cumulative Impacts Adequately.

12

These proposed long-term renewal contracts do not exist in a vacuum but instead add to more than half a century of environmental impacts from the construction, operation and maintenance of the CVP. The fact that these contracts would operate for at least a quarter century, and likely then would be renewed for another quarter century, means that their environmental effects will also be added to additional actions that will take place over the next 50 years. These facts make an adequate analysis of cumulative impacts especially important for these proposed contracts.

The Ninth Circuit has made clear that NEPA mandates "a useful analysis of the cumulative impacts of past, present and future projects." Muckleshoot Indian Tribe v. U.S. Forest Service, 177 F.3d 800, 810 (9th Cir. 1999). That Court has further directed that "[d]etail is required in describing the cumulative effects of a proposed action with other proposed actions." Id. The very cursory cumulative-effects discussions contained in the EAs plainly fail to meet these standards of adequacy.

The cumulative-effects discussions contained in the EAs are cursory, unanalytic, unenlightening, and often illogical. Here, in full, is the Friant EA's cumulative effects "analysis" of the proposed contracts' cumulative effects on surface water:

The cumulative effects of all foreseeable projects will be to place additional demands on the available water supply. Also, the restoration projects may result in additional flows in local rivers for habitat restoration. Implementation of Alternative 1 or 2 will not influence the cumulative effects of other projects to surface water resources.

13

Friant EA, at 3-12. In addition to being almost entirely uninformative, this three-sentence discussion asks more questions than it answers. What are the foreseeable projects, and what are their additional demands likely to be? What impact would the proposed contracts have on the opportunities to restore the San Joaquin River? What other cumulative impacts might occur over the life of the project? How is it possible to conclude that the diversion of more than a million acre-feet of water every year, for 25 or 50 years, "will not influence cumulative effects" on surface water?

13 cont.

The Ninth Circuit has not hesitated to reject cumulative-impact statements that are "too general and one-sided to meet the NEPA requirements" and that fail to provide the "useful analysis" mandated by the caselaw. Muckleshoot, 177 F.3d at 811. The inadequate cumulative effects discussions contained in the contract renewals EAs fail these tests and deserve rejection here.

III. Conclusion.

The contract-renewals EAs prepared by the Bureau fall well short of NEPA's established requirements. We urge the Bureau to prepare NEPA documentation on the proposed contracting actions which complies with all requirements of the law.

14

Sincerely,



Drew Caputo
Senior Attorney

Hamilton Candee
Senior Attorney

cc: Hon. David Hayes, Deputy Secretary of the Interior
Hon. John Leshy, Solicitor
Hon. George Frampton, Chairman, CEQ

Comment #	Response
NRDC-1	Reclamation has analyzed the Proposed Action in accordance with NEPA. An EA tiered to the PEIS is the appropriate level of documentation. Because the proposed action will, in essence, maintain the status quo (i.e., the same amount of water will go to the same areas for the same uses, albeit under a different legal arrangement), we believe there are no significant impacts associated with the proposed action. No specific reference has been made to the documents to prepare a response.
NRDC-2	The analyses displayed in the Final EAs support FONSI's. Contract renewal was addressed in the CVPIA PEIS and thus the contract renewal EAs are tiered from the PEIS.
NRDC-3	See response to NRDC-1, above.
NRDC-4	The diversion of water is an on-going action and the current conditions of that diversion are discussed in the PEIS. The impacts of continuing the diversions through the implementation of CVPIA have been discussed in the CVPIA PEIS. Under the action of long-term contract renewal, the proposed action is to continue delivering the water under contract as described in the PEIS preferred alternative and ROD. See also response to NRDC-1.
NRDC-5	See responses to NRDC-1, -2, and -4, above.
NRDC-6	The No Action Alternative is defined as renewal of existing contracts as required by non-discretionary CVPIA provisions addressed in the PEIS. The analysis displays the increment of change between that of the No Action Alternative and the other alternatives. Also see response to NRDC-1 and the general response to comments in the introduction to Section III.
NRDC-7	See response to NRDC-1 and -2, above.
NRDC-8	See response to NRDC-1 and -2, above.

Comment # Response

NRDC-9 In accordance with NEPA, an EA is initially prepared to determine if there are significant impacts from carrying out the proposed action. Reclamation has followed applicable procedures in the preparation of the EAs.

Each EA includes the following required components of an EA as described in CEQ's NEPA regulations:

- Discussion of need
- Alternatives, as required
- Environmental impacts
- Listing of agencies consulted

The alternatives present a range of water service agreement provisions that could be implemented for long-term contract renewals. 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. In April 2000, the CVP Contractors presented an alternative long-term water service contract. Reclamation and the CVP Contractors continued to negotiate the CVP-wide terms and conditions with these proposals serving as "bookends." This EA also considers these proposals with the No Action Alternative as bookends in the environmental documentation to evaluate the impacts and benefits of the renewing long-term water service contracts.

Reduction of contract amounts was considered in certain cases but rejected from analysis. The reason for this was twofold. Water needs analyses have been completed for all contracts and in almost all cases the needs exceed or equal the current total contract amount. Secondly, 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 the contractors 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.

Non-renewal of existing contracts 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.

Comment #	Response
NRDC-10	In accordance with NEPA, EAs are not required to develop alternatives unless there are issues related to unresolved conflicts concerning alternative uses of available resources. The purpose of the EAs was to evaluate the renewal of contracts. Given legal and regulatory constraints, the two action alternatives in the EA provide a reasonable range of alternatives for this action.
NRDC-10a	In accordance with NEPA, EAs are not required to develop alternatives unless there are issues related to unresolved conflicts concerning alternative uses of available resources. The Needs Analyses were completed to identify the amount of water that could be beneficially used by each water service contractor. The contract amounts in the EA alternatives were constrained to not exceed the beneficial use or the existing contract amount, whichever is less. The CVPIA required CVP to institute environmental management as part of the their operations, such as allocation of 800,000 acre-feet, refuge water supply, and acquisition of water from willing sellers. These requirements in addition to existing Federal and State requirements for CVP operations (including CVPIA, SWRCB Order 95-06, and compliance with biological opinions on CVP operations) constrain the actual delivery amounts. These existing legal constraints provide environmental use of CVP water.
NRDC-10b	The EAs were prepared in order to determine the environmental effects of the range of negotiating positions. Due to the requirements of the 1956 and 1963 Reclamation Project Acts and CVPIA, Reclamation must renew the water service contracts. Therefore, the alternatives must be developed through a negotiation process to be acceptable to the contractors and Reclamation. The EAs included a reasonable range of alternatives potentially acceptable to both parties. Full cost rates were analyzed in the PEIS.
NRDC-10c	None of the alternatives give the contractor the specific right to renew the contract. Criteria would have to be met within the execution of the contract and NEPA compliance would be needed to carry out the renewal action.
NRDC-10d	The PEIS examined alternatives for water conservation and the Record of Decision (ROD) defined the program for water conservation under CVPIA. The long-term contracts require that each contractor will implement aggressive water conservation programs under existing Reclamation guidelines. Additionally, several existing Reclamation programs provide financial support to contractors for water conservation programs.

Comment #	Response
NRDC-11	The range of alternatives is appropriate for the action of renewal of existing contracts. The matter of district-specific environmental issues are being addressed through separate programs, such as the Conservation Program, the Habitat Restoration Program, the Grasslands Bypass Project, and San Joaquin Valley Drainage Program.
NRDC-11a	The tiered documents used the PEIS by reference as a foundation 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 EAs.
NRDC-11b	The EAs were developed and tiered from the PEIS which was incorporated by reference. The PEIS was used as a foundation and concentrates on the issues specific to the contractor service areas. This concentration helps eliminate repetitive studies and discussions and allows the unit-specific documents to focus on specific issues. The EAs analyzed the localized impacts of continued water delivery to CVP contractors resulting from long-term contract renewals for a period of 25 years. Although none of the alternatives provide the contractor with a specific right of renewal beyond this 25-year period, criteria would have to be met within the execution of the renewal contract and NEPA compliance would be needed to carry out the renewal action. Also see responses to Comments 2 and 11c.
NRDC-12,	The PEIS analyzed cumulative impacts of long-term contract renewals on a regional basis. Because the contract renewals maintain the status quo of deliverable quantities and CVP operations, and in essence only change the legal arrangements of a continuing action, they do not contribute to cumulative impacts in any demonstrable manner.
NRDC-13	The renewal of long-term contracts would have no effect on current efforts to restore San Joaquin River habitat on a willing seller basis. The foreseeable actions within the life of this project are contained in the cumulative impacts analysis and are described in Table PN-2 of the Friant EA. The restoration efforts for the San Joaquin River are included in the cumulative impacts discussion. We assume that the diversion of "more than a million acre-feet" of water mentioned in the comment refers to the diversion to the Friant Unit that would occur in the No Action Alternative and the project alternatives. This condition occurs independently of the project. The impact of project-related diversions is discussed in Chapter 3 of the EA. Also see above response to Comment 15.
NRCD-14	See responses to NRDC-1, -2, and -9, above.



Golden Gate Audubon Society

2530 San Pablo Avenue, Suite G • Berkeley, California 94702
Phone: (510) 843-2222 • Fax: (510) 843-5331 • Email: ggas@compuserve.com

Americans Committed to Conservation • A Chapter of the National Audubon Society

December 8, 2000

Al Candlish
Bureau of Reclamation
2800 Cottage Way
Sacramento, CA 95825
Sent by FAX: 916-978-5094

Dear Mr. Candlish:

The Golden Gate Audubon Society appreciates the opportunity to comment on the Bureau of Reclamation's draft Environmental Assessments (EAs) on the proposed long-term renewal of Central Valley Project (CVP) water service contracts.

We believe the draft EAs are inadequate and violate NEPA. We believe the long-term renewal contracts for each CVP division require an Environmental Impact Statement (EIS) that fully analyzes a broader range of alternatives. We also wish to incorporate by reference the comments dated December 7, 2000 filed by the Natural Resources Defense Council on the draft EAs.

Thank you for considering our comments.

Sincerely yours,

Arthur Feinstein
Executive Director

Comment #	Response
Golden Gate Audubon Society-1	See response to NRDC-1 to -6 and -10.



TRINITY COUNTY

BOARD OF SUPERVISORS

P.O. Drawer 1613 (530) 623-1217
WEAVERVILLE, CALIFORNIA 96093

Dero B. Forslund, Clerk

Jeanne Nix-Temple, County Administrative Officer

December 6, 2000

Bureau of Reclamation
Mid-Pacific Division
Attn: Al Candlish
2800 Cottage Way
Sacramento, CA 95825-1898

Re: Draft Environmental Assessments (EAs) for Renewal of Existing Long-term
Contracts for Central Valley Project (CVP)

Dear Mr. Candlish:

The Board of Supervisors recommends that the Draft Environmental Assessments for renewal of
CVP long-term water service contracts not be approved. The impacts of this proposed federal
action are significant and cannot be approved under a Finding of No Significant Impact. A
comprehensive CVP-wide EIS for water contract renewals should be prepared.

The cumulative impacts of renewing 25 long-term water service contracts is a significant
cumulative impact which requires preparation of an EIS.

As demonstrated in Table ES -1 from the "Trinity River Mainstem Fishery Restoration EIS/EIR"
(USFWS, Trinity County, Hoopa Valley Tribe and BOR, November, 2000), there are significant
impacts from blanket renewal of long-term CVP water service contracts. This can be seen in the
difference between the "Existing Conditions (1995) base year and the No Action Alternative in
the year 2020. In particular, renewal of contracts from the American River Division will increase
CVP demand by 320,000 acre-feet per year by the year 2020. This significant impact will
manifest itself with reduced carryover storage in Shasta and Trinity reservoirs, with resultant
impacts to recreation, as well as listed species in the Trinity River such as coho and steelhead,
and impacts to the Sacramento River listed species such as winter and spring chinook. This is
evidenced by increases in violation of Trinity and Sacramento river temperature compliance, and
Shasta Lake carryover storage requirements per the 1993 NMFS Biological Opinion.

As a result of the October 20, 2000 ESA consultation by NMFS on the Trinity River Mainstem
Fishery Restoration EIS, Trinity Lake carryover storage should not go below 600,000 acre-feet.
A comprehensive EIS on CVP contract renewals should evaluate impacts to this Trinity Lake
carryover storage requirement for protection of the Trinity River's fishery.

We are extremely disappointed that without adequate public review and input, Interior reversed
its contract negotiation position very recently and changed contract terms so that the "contract
total" for water quantities would be unchanged from existing contracts even though historic
deliveries have been far less. Renewal of these contracts which includes this "paper water" will
continue to result in contracts for water delivery well beyond available CVP supplies. As a
county of origin for the CVP, we believe the citizens and resources of Trinity County will be
significantly harmed by this overcommitment of water.

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CHRIS ERICSON
District 1

PAUL SACKBELL
District 2

RALPH MODINE
District 3

BERRY STEWART
District 4

ROBERT REISS
District 5

We are also extremely disappointed that Interior reversed its position, again without adequate public review and input, of the tiered pricing provisions of the Central Valley Project Improvement Act (CVPIA) so that these provisions would apply only to the "contract total," not the "base" water supply. Such a position will not encourage water conservation, nor will it assure long-term repayment of the CVP by water contractors.

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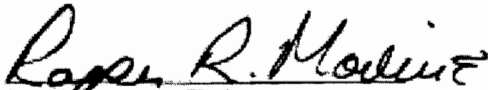
The EA's do not adequately analyze the above impacts in a singular or cumulative sense with other ongoing actions CVP-wide. A Finding of No Significant Impact would not be justifiable in this case. In addition, the EAs do not analyze adequately the cumulative effect of applying these policies to remaining CVP water service delivery contracts which have not yet expired – in other words, all CVP water service contracts.

7

The contracts should be renegotiated to reflect the legal requirements of CVPIA, then a CVP-wide contract renewal EIS should be prepared to deal with the above issues cumulatively. A Finding of No Significant Impacts is not justifiable.

Sincerely,

TRINITY COUNTY BOARD OF SUPERVISORS



Ralph Modine, Chairman

Comment #	Response
Trinity County-1	See responses to NRDC-1 to -6.
Trinity County-2	The PEIS analyzed cumulative impacts of long-term contract renewals on a regional basis. Because the contract renewals maintain the status quo of deliverable quantities and CVP operations, they do not contribute to cumulative impacts in any demonstrable manner.
Trinity County-3	The Trinity River Mainstem Fishery Restoration EIR/EIS was completed under both CEQA and NEPA requirements, and therefore a different standard of analysis from NEPA-only document was applied.
Trinity County-4	These impacts were addressed in the PEIS.
Trinity County-5	Impacts and frequency of deliveries are evaluated in the Final EAs and the PEIS. Full contract deliveries are anticipated in the wetter years.
Trinity County-6	, Tier pricing impacts are evaluated in the PEIS and Final EAs. ,
Trinity County-7	The CVP-wide impacts of renewal are evaluated in the PEIS.



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A GREAT RIVER

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*Executive Committee

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December 5, 2000

Bureau of Reclamation
Mid-Pacific Division
Attn: Al Candlish
2800 Cottage Way
Sacramento, CA 95825-1898

Ladies and Gentlemen:

This letter is to offer our comments on the draft Environmental Assessments (EAs) for the renewal of existing long-term contracts for Central Valley Project (CVP) water service.

First, let me say that the proposed contracts are a great disappointment given the contract parameters set forth by the Interior Department at its initial public session in Sacramento. These proposals honor those guidelines in the breach.

EAs for contracts that run for a 25-year period, with the promise of additional contract renewals thereafter, are inadequate as environmental documents. A comprehensive Environmental Impact Statement (EIS) should be completed to comply with the law.

Interior reversed its position, at the eleventh hour and without adequate public review and input, and changed contract terms so that the "contract total" for water quantities would be unchanged from existing contracts. Existing contracts that include this "paper water" has resulted in contracts for water delivery well beyond available CVP supplies.

Interior also reversed its position at the eleventh hour, again without adequate public review and input, of the tiered pricing provisions of the Central Valley Project Improvement Act (CVPIA) so that these provisions would apply only to the "contract total," not the "base" water supply.

The EAs do not adequately analyze the effects of either of the two draft policies in the paragraphs above. In addition, the EAs do not analyze adequately the cumulative effect of applying these policies to remaining CVP water service delivery contracts not yet the subject of renewal - in other words, all CVP water service contracts.

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Bureau of Reclamation
December 5, 2000
Page two

In addition, the failure to analyze a full range of alternatives, especially alternatives with reduced water quantities, renders all of the EAs inadequate.

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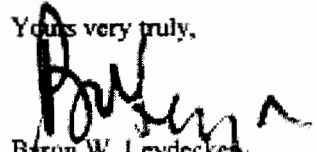
The effect of the contracts upon endangered species is a critical environmental impact that must be analyzed. However, the public has received inadequate information about those impacts. This omission includes impacts upon the endangered Trinity River Coho salmon, as well as its threatened Steelhead. The public also has not received adequate information about the extent to which the Bureau of Reclamation (Bureau) is in compliance with previous Endangered Species Act (ESA) requirements applicable to existing contracts.

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The contracts should be renegotiated with reduced water quantities that better reflect both reality and competing water needs, and at higher prices that implement CVPIA tiered pricing requirements properly, and in the spirit of that law, as well as CALFED's "beneficiary pays" requirements.

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Yours very truly,



Byron W. Leydecker
Chair

BWL/mw

cc: The Hon. Dianne Feinstein
The Hon. Barbara Boxer
The Hon. George Miller
The Hon. Mike Thompson
The Hon. Ellen Tauscher
Ms. Mary Nichols
Ms. Felicia Marcus
Mr. Mike Spear

Comment #	Response
FTR-1	Comment noted.
FTR-2	Documents evaluate current renewal period. If contracts are renewed in the future, additional documentation would be needed.
FTR-3	Impacts and frequency of delivery are evaluated in the Final EAs and PEIS. Full contract deliveries are anticipated in the wetter years.
FTR-4	Tiered pricing impacts are evaluated in the PEIS and Final EAs.
FTR-5	The CVP-wide impacts of renewal are evaluated in the PEIS.
FTR-6	Comment noted. See response to NRDC-1 to -6 and -10.
FTR-7	Endangered species effect are evaluated as part of the individual endangered species consultations for each document.
FTR-8	/ Comment noted. .



United States Department of the Interior

OFFICE OF THE SECRETARY
Office of Environmental Policy and Compliance
600 Harrison Street, Suite 515
San Francisco, California 94107-1376

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December 5, 2000

Mr. Al Candlish
Bureau of Reclamation, Mid-Pacific Region
U.S. Department of the Interior
2800 Cottage Way
Sacramento, CA 95825-1898

Dear Mr. Candlish:

Thank you for the opportunity to comment on the Central Valley Project Improvement Act (CVPIA) Long-Term Water Service Contract Renewal Environmental Assessments prepared for the following divisions: West Sacramento Canals, Feather Water District, Delta-Mendota Canal, Friant Division, Cross Valley, San Felipe Division, Shasta/Trinity, and Contra Costa Canal.

We commend the Bureau of Reclamation's ("Reclamation") welcoming and encouraging Federal, State of California, and non-governmental organization (NGO) natural resources trustee agencies and groups to comment on the CVPIA Long-Term Contract Renewal Environmental Assessment (EA) process. We agree it is imperative to include these organizations within the commentary and decision-making processes.

Further, we concur that effects of water transfers and use of varying alternatives may cause indirect effects on biological resources, land use and local economies that may result in minor but unknown impacts that are difficult to conclusively determine in a given Long-Term Contract Renewal EA. We are pleased to note that Reclamation has made diligent efforts to include known or potential impacts to affected environments in the eight EAs involved here, particularly with regard to agricultural, municipal and industrial uses.

We encourage Reclamation to provide updates and coordinate with other regional DOI bureaus and NGOs involved in natural resource protection and enforcement throughout the renewed contract periods as such updates become necessary.

As a general note on these eight EAs, we understand that water costs and economic impacts involved here are critical to Long-Term Contract Renewals and are detailed exhaustively within these EAs. We are concerned that this is done at the expense of greater biological and natural

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resource protection options when evaluating direct or indirect impacts considered alternatives are likely to create upon the environments and ecosystems evaluated in these documents.

We further understand that the CVPIA Programmatic Environmental Impact Statement (PEIS) was intended to serve as the primary EIS for these projects from which the EAs grew, and the EAs exist in lieu of creating an EIS document for the CVPIA Long-Term Contract Renewals, as opposed to these eight well-drafted but occasionally inconsistent documents.

While we provide below suggestions for inclusion into the eight EAs, we would prefer that a more detailed and united study of the CVPIA Water Contract areas be conducted and distributed to natural resource trustee agencies for comment. Thus, we recommend that Reclamation seriously consider completing documents that expand upon these EA documents, including a more critical review of the affected natural and biological resource areas and substantive alternatives that encourage more land retirement and less water usage and consumption.

1

The EA documents, nor any potential EIS documents, must not lose focus on a primary goal of the CVPIA, that is putting Central Valley lands, particularly agricultural lands, into retirement to diminish agricultural runoff, increase water flows for ecosystem replenishment, and to divert water use to storage in preparation for dry years.

Should the creation of a single EIS document be impracticable, we urge Reclamation to include in all eight EAs more specific information on exactly how Reclamation intends to track water use and varying water transfers in the CVPIA Divisions. The EAs as currently drafted state that water levels and increased or decreased water transfers will likely have some direct and indirect effects on biological and land use resources, but these documents lack specifics on how to track and possibly ameliorate the adverse effects water flows and transfers are likely to have upon vital natural resources.

2

Therefore, due to the interconnected water systems of the Central Valley, all EAs should clearly reflect that they will not draw water resources from nor interfere with the projections of the other projects so the intentions and purpose of these projects will be fully realized. We also recommend including in greater detail within all the EAs involved here explanations as to the likely direct, indirect and cumulative effects of these CVPIA Long-Term Contract Renewals upon the biological and natural resources within the evaluated environments.

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Finally, we recommend including within the EAs an adaptive management approach to monitor water levels and, by extension, the overall health of biological resources in all CVPIA Contract Renewal areas. We feel it is essential that a commitment be made and documented to an active adaptive management process in all eight of the CVPIA EAs involved. The Adaptive Management process requires a systematic and continually improving evaluation of natural resource management policies and practices by learning from the outcomes of operational programs. Its most effective form—"active" adaptive management—employs management

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programs that are designed to experimentally compare selected policies or practices, by evaluating alternative hypotheses about the system being managed.

We recommend that Reclamation refer to the Glen Canyon Dam Adaptive Management Program, administered by Reclamation's Upper Colorado Regional Office in Salt Lake City, Utah, for guidance, as this program is the most detailed and comprehensive illustration of the adaptive management techniques in use today to manage fish and wildlife resources and overall health of these ecosystems. Note also that the CALFED Bay-Delta Program utilizes an adaptive management approach, which can provide guidance for the language of the program within the final CVPIA Long-Term Contract Renewal drafts, and to which the CVPIA areas may already be legally bound under the programs of CALFED. The affected CVPIA areas will benefit greatly by the inclusion of an adaptive management process that will increase the overall health of the Central Valley, its ecosystems, and its natural resources.

WEST SACRAMENTO CANALS

Reviewing the overall goals of alternatives for the West Sacramento Canals EA, the No Action Alternative and Alternative 1 apparently will have the same impacts. We are concerned about the reductions in CVP deliveries that may lead to increases in ground water use. This may have an adverse effect on nearby projects where their use of surface water, rather than ground water, may affect water quality or biological resources. As mentioned above, a more detailed system of water use and water transfer monitoring may help alleviate adverse water quality and biological resource impacts by balancing the use of surface and ground waters.

Under Alternative 2, it is determined that it would bring in a lower Total Gross Value Production as projected for Alternative 1. The region's agricultural output could decrease by 5%, further lowering potential revenues and could decrease employment by 2.6%. Of the biological species, the food sources of the Aleutian Canada goose and the sandhill crane are threatened under this alternative. Consequently, there is a greater potential for removing land from agricultural production, which may negatively impact the preservation of cultural resources and possibly lead to increased land erosion. From a biological resource perspective, however, this option should seriously be considered in any Preferred Alternative to decrease water usage in the District and allow for more water storage and to limit the effects of agricultural runoff in the District.

FEATHER WATER DISTRICT

Concerning the Feather Water District, the main considerations for other agencies, such as biological considerations, water transfers, and the balance of water distribution among competing demands by CVPIA are not addressed in this EA since they require further documentation. FWS and others should be kept advised of the preparation of these materials. The PEIS reallocated CVP water deliveries from the Feather for fish and wildlife purposes. Thus, Feather's supply of water from CVP has decreased. The EA makes no mention of how the water demand is currently being met.

DELTA-MENDOTA CANAL

In the Delta-Mendota Canal EA, Alternative 1 offers no significantly different impacts from a "no-action" alternative with the exception of geology, groundwater levels, and biological resources. Under Alternative 1, increased groundwater pumping could increase land subsidence, depending on the amount of surface water utilized. The report does not, however, acknowledge the presence of the threatened or endangered species that exist within the Delta-Mendota project area or their critical habitats in the area.

Impacts of Alternative 2 are essentially similar to those in Alternative 1 (including impacts noted above). Additionally, Alternative 2 has a more noticeable effect on agriculture: value of production ranges from -\$1.0 million in an average year (following a dry, five-year period) to a +\$1.2 million during a dry year. There is also a potential increase in unemployment for the region ranging from 120-420 jobs being lost in the region.

CROSS VALLEY CONTRACTORS

Pertaining to the Cross Valley Contractors EA, the impacts anticipated from Alternative 1 and the No Action Alternative are similar. Water quality and supply will remain relatively unchanged. Potential differences in supply due to conditions in a dry year as compared to a wet year are less than 3% of the current levels. Water quality, however, is questionable. Because the average delivery south of the Delta is projected to decline, this may increase ground water demands and may result in application of water of a lesser quality than surface water. Although existing fisheries and biological habitats are likely to experience minimal direct and indirect impacts under these alternatives, more explanation is suggested in this EA to focus on improving water quality for biological resources and municipal uses. Finally it appears that the socio-economic situation in the region will be unaffected by these alternatives.

5

Under Alternative 2, less ground water pumping may allow farmers to switch to better-quality surface water. More significant changes under Alternative 2 involve biological "resuscitation," where additional water costs could result in an increase in the amount of land left fallow, thereby improving restoration possibilities in the area and the ability to return fallow lands to their natural non-agricultural condition. However, this could also diminish opportunity to increase wetland habitat in the affected area. Total possible economic changes are less than 1%, which provide ample opportunity to increase critical habitat without adversely affecting the regional economy.

6

FRIANT DIVISION

The Friant Division EA is particularly complete in its analyses of impacts upon its region's communities, economy and natural resources. We note the painstaking detail used to describe the impacted environments in the Friant area and that well-planned alternatives to address direct and indirect environmental impacts are included. We particularly note Section 3 of this document,

pertaining to Affected Environment and Environmental Consequences of the Friant area. We are pleased to note the burgeoning programs in place for biological resource conservation and habitat restoration, specifically the Anadromous Fish Restoration Program. There are concerns, however, about how issues of water quality, drastically fluctuating water levels, excessive harvesting of fish, limited cover and spawning habitats will be addressed throughout the 25 year contract term. Data on the potential for adverse and positive impacts on these fish populations are provided, but we recommend including more detailed comment on active alternatives to address these natural resource concerns.

In Section 3, Ground Water Resources, there is analysis on possible recharging of already depleted and overused ground water sources, but no concrete program to ensure that ground water will be replenished throughout the Friant Division area. We suggest greater emphasis on recharging and limiting draw on ground water supplies. Further, this section should emphasize what can be done to abstain from excessive groundwater use, including limiting use in wet years, among Friant Division agricultural and industrial water users, particularly when attempting to implement riparian habitat restoration programs that will require additional water resources

In the section on the Environmental Consequences of the Fisheries Resources commentary in this EA, adverse consequences upon the fisheries are likely to occur whenever CVP water is purchased. We are concerned that these purchases will occur randomly and intermittently, and will likely harm the regeneration and maintenance of the fish populations discussed in this section. We would like to see some mention of how the water purchasing and corresponding flow increases or decreases can be "controlled" or monitored to give the greatest opportunity for these fish populations to regenerate.

Overall, Friant water usage policies, especially those related to ground water levels and usage (Section 3) need to ensure that Friant usage will not interfere with Cross Valley Canal Unit or Delta-Mendota Canal supplies and usage.

SAN FELIPE DIVISION

The San Felipe EA addresses the topic of adaptive management, referring to the Vernalis Adaptive Management Plan, taking into account protective measures for fall-run Chinook salmon. In Chapter 4, Reclamation notes that the existing and projected water demands assume implementation of long-term water conservation programs, thus during periods of drought, the ability to reduce demand for water is limited. San Felipe is not the only project that includes water conservation measures. The hardening of demand especially in dry-dry years is an important consideration for all the projects and for their inter-relatedness. We are also concerned that threatened and endangered species in the area will encounter adverse direct and indirect environmental impacts from the project as currently drafted.

CONTRA COSTA CANAL

Contra Costa County's demand for water is expected to grow with continued development, particularly in the eastern portion of the county. The Future Water Supply Study prepared in 1996 calls for the purchase of water transfers, which require separate environmental documentation and therefore were not included in Alternative 1 or Alternative 2. Further analysis of water transfers should be included in the overview assessment of these eight EAs. Moreover, the main difference between alternative 1 and alternative 2 lies in the pricing of water for agricultural needs, while development in the county is mostly coming from the redevelopment of farmland into residential and commercial districts.

SHASTA/TRINITY DIVISIONS

Regarding commentary to specific provisions of the Shasta and Trinity Divisions EA, our analysis primarily focused on Chapter 4, dealing with environmental effects and consequences, however we have a brief comment on earlier sections of this document. In Chapter 2, it is stated that the dispute resolution provisions in the Shasta/Trinity Contract Renewal are only included in Alternative 1. Noting the currently tumultuous state of California water policy, we suggest this be a provision included within the final Contract Renewals, and not simply limited to Alternative 1. Regarding Chapter 4, Reclamation has completed a thorough and well-planned assessment of the impacts to this region, particularly in the areas of water usage, pricing, costs, and the effects upon the local economies.

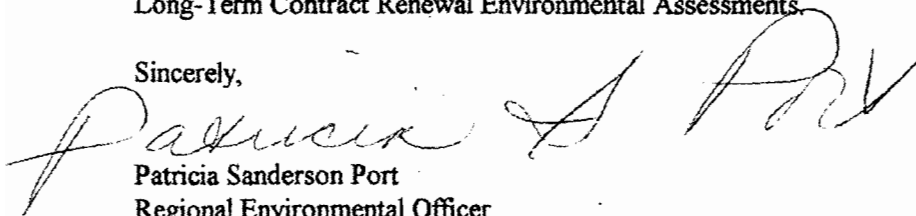
Among the given contract renewal alternatives, it appears alternative 2 provides greater opportunity to allow for land fallowing to divert water to other municipal and industrial uses that are expected to increase in the evaluated area for the next 25 years as agriculture will decline. Consequently, options for use of the water saved from land fallowing for habitat and ecosystem restoration should be clearly delineated within Sections 4.4 and 4.5.

In 4.5.1, Affected Environment, the EA explains that there are "vegetation and wildlife resources that potentially may be affected by" the CVPIA within the Redding Basin area involved in the Shasta and Trinity Divisions. Exactly how these natural resources are affected by the project is not clear in this EA's analysis. The species affected are well detailed in the EA, but how their habitats are impacted by the project is not sufficiently detailed in this section or in the following Environmental Consequences section.

Thus, we recommend more detail on how the CVPIA Contract Renewals impact these flora and fauna. Pertaining to drafting edits in the same section, Table 4.5-1 repeats the Woodland Habitat Type three times, and the explanation of the Aquatic Habitat Type is cut off in mid-sentence (page 4.5-3). Otherwise, Chapters 4 and 5 appear to have complete analyses of the potential impacts the CVPIA Contract Renewals may have upon Shasta and Trinity Division-area resources.

We again thank Reclamation for the opportunity to provide comment on the eight CVPIA Long-Term Contract Renewal EAs, and urge Reclamation to seriously consider the suggestions made above and include them within the final CVPIA Contracts. Please feel free to contact us at (415) 427-1477 if you have any questions or require clarification on the above comments to the CVPIA Long-Term Contract Renewal Environmental Assessments.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patricia A. Port".

Patricia Sanderson Port
Regional Environmental Officer

cc:

Laura Fujii, U.S. Environmental Protection Agency, Federal Activities Office
Dr. Theresa Presser, U.S. Geological Survey, Western Regional Office
Joy Winckel, U.S. Fish and Wildlife Service, Sacramento Office

Comment #	Response
OEPC-1	The Federal Action proposed is to renew existing contracts as required in the CVPIA. Impacts of renewing the contracts upon natural and biological resources as they relate to No Action (status quo) have been discussed within each EA. Land retirement is a separate program under CVPIA and the specific impacts of carrying out the program are being addressed in separate documentation. See also response to NRDC-1 to -10d and -11.
OEPC-2	Water transfers are arranged as a separate action from contract renewals and information on aspects of water transfers will be managed within that action. In addition, since water transfers are separate actions they will require separate documentation on each specific transfer.
OEPC-3	The PEIS evaluated the impacts of CVPIA, including contract renewals, on the entire system. These EAs evaluate impacts within the specific contract service areas. See also response to OPEC-1, above.
OEPC-4	Adaptive Management programs are included as part of the overall implementation of the CVPIA as specified in the CVPIA PEIS Record of Decision. In addition, various biological resources mapping/monitoring programs within the contract areas will be implemented.
OEPC-5	The EA addressed impacts for long-term contract renewal and did not focus on water quality improvement projects. Possible improvements to water quality could come from other Reclamation projects.
OEPC-6	Comment noted.

December 7, 2000

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Mr. Al Candlish
Bureau of Reclamation, Mid-Pacific Region
2800 Cottage Way
Sacramento, CA 95825-1898

RE: Cross Valley Canal Long-Term Contract Renewal Environmental Assessment ("EA")

Dear Mr. Candlish;

Dooley & Herr, LLP represent Cross Valley Canal Contractors, including Lower Tule River Irrigation District, Pixley Irrigation District, Tri Valley Water District and Hills Valley Irrigation District (the "CVC Contractors"). In that capacity, the following comments are submitted on behalf of the noted agencies with respect to the environmental documentation supporting long-term renewal of existing water service contracts.

GENERAL COMMENTS

1. The general approach of the Environmental Assessment ("EA") appears to appropriately bracket the intended action and reaches the logical conclusion that continued water deliveries to the CVC Contractors will not create incremental or cumulative environmental affects as a result of continuing and/or changed terms and conditions in the renewal contracts. | 1
2. The final EA should be amended to include some discussion of the long-term renewal contracts actually negotiated. Such discussion should identify key provisions and affirmatively note how they lay between the ranges of alternatives analyzed in the EA with respect to potential environmental affects. | 2
3. Alternative 1 excluded some provisions that were included in the Contractors' proposals because they were inconsistent with Federal or State requirements. Provisions of the November 1999 Interior proposal that provide the basis of Alternative 2 should be carefully reviewed to determine consistency with Federal and State requirements as well. | 3
4. The analysis of groundwater impacts of Alternative 2 should be carefully scrutinized to insure that it is not conclusory. In some | 4

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instances, conclusions have been reached which are unsupported by the analysis and which are counterintuitive. Specific notations to these areas will be identified below.

4 cont'

5. Although the EA makes various references to the CVC Contractors receiving water stored at Millerton Lake, it does not specifically analyze the impacts of doing so. Additionally, the EA lacks discussion or analysis of the CVC Contractors' ability to directly pump from the Friant-Kern Canal (as opposed to receiving it from Millerton Lake) or to affect in-canal exchanges.

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6. The EA makes vague references to "additional water" that may be available to the CVC Contractors, but fails to specifically identify or analyze impacts of delivery of Section 215 water which may be available to the CVC Contractors in accord with Section 3(e) of their water supply contracts.

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7. The analysis of groundwater impacts of Alternative 2 should be carefully scrutinized to insure that it is not conclusory. In some instances, conclusions have been reached which are unsupported by the analysis and which are counterintuitive. Specific notations to these areas will be identified below.

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8. It is not possible to comment with specificity on the Study Area, as Section 1, Pages 1-1 through 1-6 were not included in the draft posted on the Bureau's web site on or about October 11, 2000. Although the Table of Contents (page x) makes reference to the noted pages, the only Section 1 page included in the posted EA is page 1-8, which is not referenced in the table of contents, and which states at the top: "Table PN-2 Related Activities." Nevertheless, the EA's study area discussion should specify that the study area is the authorized place of use for the CVC Contractors rather than their service area boundaries. This is critical because historic exchanges, use of Section 215 water and water banking and other water management programs have involved areas within the authorized place of use but outside the boundaries of CVC Contractors.

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9. The final EA must be completed expeditiously in order to facilitate timely renewal of CVC Contractors' contracts. Nearly all CVC Contractors will rely upon the final EA as a basis for compliance with the California Environmental Quality Act ("CEQA"). Consequently, its completion is critical to initiation of CEQA compliance activities.

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SPECIFIC COMMENTS

1. Section 1 pages are not included in the draft EA posted as outlined above. 10
2. The paragraph on page ii captioned "Related Activities" makes a general statement that "related activities" could be affected by the findings of the EA. This section should be expanded to inform the reader at least generally of the nature of the related activities. 11
3. Table ES-2, Page vi, Alternative 2 under the heading "Biological", indicates that additional water cost could result in an "increase in the amount of land left fallow." There is no corresponding evidence that any land is currently fallow. If land is presumed fallow for purposes of the EA, it should be specifically identified. 12
4. The introduction to Chapter 2 should be revised to include a discussion of the terms and conditions of the negotiated Cross Valley Canal form of contract. The discussion should generally describe how the terms and conditions fall between the "bookends" of the analysis contained in the EA. 13
5. Page 2-1, last line, makes reference to a summary of contract proposals in "Table D-1." The table is later referred to as "Table DA-1" on pages 2-9 through 2-13. These should be consistent. 14
6. Page 2-2, second paragraph of "Needs Analyses" section, third to the last line: "exceeded" should be changed to "exceed". 15
7. The discussion of the Needs Analysis on page 2-2 should note that the Contractors assert that compliance with State law and permits is the basis of the right to continued beneficial use of water provided under the contracts. 16
8. The EA states on page 2-4 that "Ability-to-pay" relief is only applicable to the 80% tier of tiered pricing. No explanation is provided for this conclusion. A more careful explanation of the generation and objective of the policy is necessary to provide clarity. 17
9. A provision of the form of contract providing the basis of Alternative 1 made reference to expansion of the CVP service area. This was not evaluated in the EA and the analysis was limited to "existing service area boundaries". As noted in the General Comments, the area analyzed should be the "authorized place of 18

- use". A basis for further expansion, if left in, should be described and justified. 18 cont'd
10. An addition should be made to Chapter 2, beginning on page 2-9, noting that forms of contracts have been negotiated and that the terms and conditions fall within the range of environmental effects evaluated. 17
 11. Table DA-1 could be modified to include a column identifying the negotiated form of contracts. 20
 12. On page 2-15, Table DA-2 summarizes the effect of Alternative 2 on groundwater resources. The EA concludes that a single year of decreased groundwater pumping will not adversely or beneficially affect the groundwater basin and that over the long-term the groundwater use would decrease so therefore a beneficial impact would result on the basin. At the very least, the conclusion should be qualified that groundwater pumping may be required for more than one year at a time, which would have adverse effects on the basin. 21
 13. Similarly, the reference to long-term groundwater effects included in the Water Quality section of DA-2 on page 2-15 should be modified. 22
 14. The discussion of fishery impacts included in DA-2 on page 2-15 speculates that water left in Millerton Lake could be "picked up by other users". While this is a summary of impacts, more detail is necessary with respect to this conclusion. If this results in different timing, the effects should be addressed as well. 23
 15. On page 3-7, the No Action Alternative of the EA states generally that the CVC Contractors will continue to use available surface water and pump groundwater. The EA should note that some CVC contractors do not have access to groundwater pumping. The assumption on page 3-40 should be corrected in that regard as well. 24
 16. On page 3-10 in the second footnote to Table WS-2, line 2: "...can be put tp beneficial use..." should be corrected to read: "can be put to beneficial use..." 25
 17. The basis of the assumption on page 3-16 that localized changes in groundwater pumping will be offset by changes in use of CVP water and reduced pumping in other years should be explained. Similarly, the subsequent discussion on page 3-21 regarding the 26

NAA should include an explanation of the assumption specified. Additional explanation should also be included regarding the lack of impact in sub-basins other than Madera.

26 cont'

18. It is not apparent why the 5 dry year followed by 1 wet year approach was utilized for purposes of the groundwater impact modeling. If additional analysis was done, the results should be noted. If additional analysis was not done, a clear and concise explanation of the basis for such decision to only model this single scenario should be included.

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19. Page 3-22 repeats the conclusion that a single year of decreased groundwater pumping will not adversely or beneficially affect the groundwater basin and that over the long-term the groundwater use would decrease so therefore a beneficial impact would result on the basin. This should be modified as noted in paragraph 10 above.

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20. The cumulative effects discussion on page 3-23 is misplaced. No nexus between CVC Contractor deliveries and these other actions is established. In fact, CVPIA prohibits releases from Friant Dam for many of these activities without further Congressional authorization.

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21. The Alternative 2 discussion on page 3-25 includes another reference to the decreases in groundwater pumping having a "small, but unquantifiable, benefit to water quality". This should be supported and expanded as noted in paragraphs 10 and 17 above.

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22. The identification of fish species on page 3-28 includes specific reference to certain anadromous species even though, consistent with the CVPIA, the AFRP expressly excludes the reach from Friant Dam to Mendota Pool. Justification for inclusion, in spite of specific exclusion, should be provided. If the EA is to remain within the bookends noted and within the bookends presented in the PEIS, then these references should be deleted.

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23. In light of the specific prohibition of releases from Friant Dam without Congressional authorization, the discussion beginning on page 3-28 and continuing through page 3-35 is unnecessary and confusing. Because releases are not authorized, it is not conceivable what effects arise from renewal and should be evaluated. Some discussion of the pilot program may be warranted, but it is a voluntary program and must be represented as such.

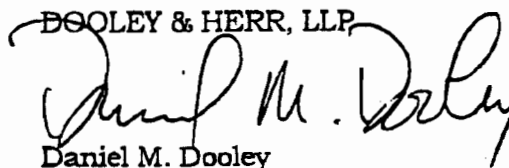
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24. Page 3-35 under the heading Cumulative Impacts: Reference is made to "Alternatives 1 and 3...". This should be corrected to read: "Alternatives 1 and 2...". 33
25. As noted in paragraph 14, some CVC contractors do not have access to groundwater pumping. The assumption on page 3-40 should be corrected to reflect this circumstance. 34
26. Page 3-43, Table BR-1: The entry for Alpaugh Irrigation District under natural or native habitat type should be removed, or corrected to reflect storage reservoir. Also, Lower Tule River Irrigation District, a CVC Contractor, is not included in the table. 35
27. Page 4-3, under the heading "Endangered Species Act": the first line should be corrected to read: "Reclamation is preparing a biological assessment to determine if alternatives will affect listed...". 36
28. Page 4-3: references are made to the "San Felipe Division" which may be inappropriate to include in the CVC EA. 37
29. The source of the information included in Table BR-1 on page 3-43 is not clear. The inclusion of these acreage numbers should be based upon verifiable data sources. 38

There are other minor concerns regarding the EA that are not addressed in these comments. The comments attempt to focus on critical clarifications necessary to insure the EA properly reflects the action undertaken. The Authority believes that the EA will provide a proper analysis of renewal of Friant Division contracts with the changes and clarification noted herein.

Representatives of the Authority will be happy to discuss these matters with you in further detail.

Sincerely,

DOOLEY & HERR, LLP

Daniel M. Dooley

DMD:mp

cc: Dennis Keller
Clients

Comment #	Response
DH-1	Commented noted.
DH-2	The text (Preferred Alternative, p. 2-8), Table DA-1, and Table DA-2 has been revised to include a discussion of the contract renewal provisions and how they relate to the alternatives, including the Preferred Alternative, and how they fall between the "bookends." The revisions are included as errata in Section II of this Final EA.
DH-3	Comment noted.
DH-4	Comment noted.
DH-5	The EA provides several references to the Cross Valley Canal contractors receiving water from Millerton Lake through an exchange of Cross Valley Canal water with Friant-Kern Canal water (see Water Supply Section). The Cross Valley Canal water from the Delta is exchanged for Friant Unit water released from Millerton Lake. The effects on Millerton Lake are the same with or without the exchange.
DH-6	The Cross Valley Contractors have access to Section 215 water (flood flows) that are captured in Millerton Lake and delivered through the Friant-Kern Canal. This practice would not change because of the project.
DH-7	Comment noted.
DH-8	<p>For the purposes of this environmental analysis, the study area is the service area boundaries of the Cross Valley Contractors. The EA did not evaluate exchanges or transfers from the contractors. Several different types of transfers are considered for long-term contract renewals. Intra-CVP contract transfers have occurred regularly throughout the CVP and are frequently limited to scheduling changes between adjoining districts. Reclamation has historically issued and will continue to address these types of transfers under separate environmental analysis.</p> <p>The web site oversight has been corrected, to request a copy of the EA please complete the Bureau's on-line form.</p>
DH-9	Comment noted.

Comment #	Response
DH-10	Comment noted. The oversight has been corrected. To request a copy please complete the on-line form.
DH-11	The related activities are identified and discussed in Table PN-2 (pp. 1-6 through 1-9). The discussion on p. ii has been expanded to include a reference to Table PN-2. The revision is presented as errata in Section II of this Final EA.
DH-12	The statement is not a presumption that land is being fallowed under the affected environment. The statement is merely to indicate there is an increased potential for land to be fallowed under Alternative 2.
DH-13	Table DA-2, Summary of Potential Alternative Impacts, has been revised to include the Preferred Alternative which reflects the provisions of the final negotiated contract. The revised table is included as errata in Section II of this Final EA.
DH-14	The summary of contract proposals is presented in Table DA-1, as revised, and included as errata in Section II of this Final EA. The correction to the reference on page 2-1 is noted and also presented as errata in Section II.
DH-15	The comment is noted and the correction included as errata in Section II of this Final EA.
DH-16	The comment is noted and the contractors assertions is included as errata in Section II of this Final EA.
DH-17	The discussion referenced on p.2-4 is a summary of the PEIS Preferred Alternative. The commentor is referred to the PEIS for further description.
DH-18	For the purposes of this environmental analysis, the study area is the service area boundaries of the Cross Valley Contractors. The EA did not evaluate exchanges or transfers from the contractors. Several different types of transfers are considered for long-term contract renewals. Intra-CVP contract transfers have occurred regularly throughout the CVP and are frequently limited to scheduling changes between adjoining districts. Alternative 1 used the Contractor's proposal as a basis. Reclamation has historically issued and will continue to address these types of transfers under separate environmental analysis.

Comment #	Response
DH-19	Table DA-2, Summary of Potential Alternative Impacts, has been revised to include the Preferred Alternative which reflects the provisions of the final negotiated contract. The revised table is included in Section II of this Final EA.
DH-20	Table DA-1 has been revised to include a column identifying and comparing the provisions of the final negotiated contract, or Preferred Alternative. The revised table is included in Section II of this Final EA.
DH-21	The EA identifies that ground water pumping occurs in the Cross Valley Canal area and the project-related changes are identified in Table GW-2 (p. 3-31). The single year identified in the analysis is an example of the greatest change in pumping identified in the economic model. Table GW-2 quantifies the ground water pumping and shows that pumping occurs in other year types besides the single year mentioned in the comment.
DH-22	See the response to DH-12, above.
DH-23	A greater level of detail on potential fishery impacts is not necessary because any change in storage amount or timing is expect to be minor relative to the NAA. Impact assessments are based upon the level of detail available from modeling studies.
DH-24	Cross Valley Canal Contractors receive surface water and ground water to meet their irrigation needs. Individual contractors that do not have access to ground water must rely on surface water deliveries. This condition would not change with implementation of the project.
DH-25	The typographical error has been corrected and included as errata in Section II of this Final EA.
DH-26	The results of the economic modeling demonstrate that ground water pumping varies between years and between subbasins (Table GW-2 and Table WS-3) and water use can shift between surface water and ground water. For example, in subbasin 17 in an average year following five wet years, about 7,400 af of use is shifted between surface water and ground water.

Comment #	Response
DH-27	The economic analysis that was conducted for the EA used combinations of years as representative periods. The five dry years followed by a wet year was one of nine patterns. The economic model indicated that the combination of five dry years followed by a wet year resulted in the largest changes in ground water pumping for the alternatives. These results were referenced in the EA.
DH-28	It is uncertain what the comment specifically refers to as "paragraph 10 above". The general conclusion in the EA is that the ground water pumping in subbasin 17 would decrease over the long term.
DH-29	The comment refers to all foreseeable projects including those restoration projects that seek to add flow to the river. For those projects to occur, local, state, or federal approval would be needed before water is released.
DH-30	As stated in the EA, the potential changes in ground water are approximated with the economic analysis. The absolute change will depend on the response of water users to the ground water conditions. Therefore, the statement that there would be a positive effect on water quality can not be quantified at this level of detail, however the results present a reasonable representation of ground water conditions.
DH-31	True, the species are not presently found in this reach of the San Joaquin River, and the AFRP expressly excludes the reach from Friant Dam to Mendota Pool. Steelhead and chinook salmon were included in the EA because of the Pilot Program to assess the possibility of restoring these species in this reach of the San Joaquin River. As such, the inclusion of these species is purely speculative, but were included for the purposes of the cumulative impact assessment.
DH-32	In the context of the San Joaquin River Restoration Program, the anadromous species may once again become part of the system. Pikeminnow and largemouth bass exist in this portion of the San Joaquin River and may be effected by the restoration project. Recognizing that without Congressional authorization, a Pilot Restoration Program may go forward on a voluntary basis, these species were included for the cumulative impact assessment.
DH-33	The text has been corrected to read "Alternatives 1 and 2..." and included as errata in Section II of this Final EA.

Comment #	Response
DH-34	<p>As is stated in the Agricultural Land Use discussion (p. 40): "...for the purposes of analysis, most regions were assumed to have access to replacement ground water..." This was not to imply that all contractors had access to ground water, but that most did. Cross Valley Canal contractors receive surface water and ground water to meet the irrigation needs. Individual contractors that do not have access to ground water must rely on surface water deliveries. This condition would not change with implementation of the project.</p>
DH-35	<p>General information on land use and habitat types were provided by the California Department of Water Resources, Land and Water Use Section. The information was received from a reliable source and not independently validated. The information is presumed accurate and correct until new information is presented to warrant revision. The Lower Tule River Irrigation District has been included in Table BR-1. However, additional information was not available through the California Department of Water Resources, Land and Water Use Section. The revision to Table BR-1 is included as errata in Section II of this Final EA.</p>
DH-36	<p>Text has been revised to address the typographical errors noted in the comment and included as errata in Section II of this Final EA.</p>
DH-37	<p>Text has been revised and corrected to address the presence of an Indian Trust Asset (ITA), the Table Mountain Rancheria, within a CVC, the Fresno County Water Works #34. In addition, a discussion of the ITA and potential impacts has been included in the Social Conditions section (p. 3-77), and Table ES-2 and DA-2 have been revised to include the presence of and potential impacts to the ITA. The revised text and tables are included as errata in Section II of this Final EA.</p>
DH-38	<p>The general information on land use and habitat types were provided by the California Department of Water Resources, Land and Water Use Section. The information was received from a reliable source and is presumed accurate and correct until new information is presented to warrant revision.</p>