

APPENDIX A of 2001 I.R.C. EA

Final 2000 Supplemental EA

**Final Supplemental Environmental Assessment for the
Renewal of 55 Interim Water Service Contracts
through February 28, 2001**

Central Valley Project, California



February 2000

Bureau of Reclamation
Mid-Pacific Region
2800 Cottage Way
Sacramento, California 95825-1898



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SUMMARY SHEET

1. Proposed Federal Action: Approve 44 interim renewal contracts, with only minor administrative changes to the contract provisions, for a maximum of one year through February 28, 2001.
2. Date Filed: February 21, 2000
3. Applicant: Bureau of Reclamation
Mid-Pacific Region
2800 Cottage Way
Sacramento, CA 95825
Attention: Michael Neptstead
Telephone: (916) 978-5204
FAX: (916) 978-5290
4. Authority: Section 1424(j) of the Central Valley Project Improvement Act (Title XXXIV of Public Law 102-575)
5. Reclamation Facility: Central Valley Project
6. Nearest City: Various in the Central Valley, California
7. County: Various in the Central Valley, California

1. INTRODUCTION

CHAPTER 1

PURPOSE AND NEED

1.1 INTRODUCTION

In accordance with Section 3424(c) of the Central Valley Project Improvement Act (CVPIA), the Bureau of Reclamation (Reclamation) proposes to renew 54 water service contracts for a maximum period of one year, from March 1, 2000 through February 28, 2001. Interim renewal of these contracts is necessary to continue delivery of Central Valley Project (CVP) water until the long-term contracts can be executed. Contracts proposed for interim renewal are listed in Table 1 and are shown in figures 1-1, 1-2, 1-3, and 1-4. Two alternatives that would accomplish the proposed action are evaluated in this document.

1.2 MODIFICATION OF PROJECT DESCRIPTION

In the draft supplemental EA, Reclamation had proposed the renewal of 55 interim contracts, including renewal of a contract with the El Dorado Irrigation District for future delivery of 50 acre feet/year (af/y). The US Fish and Wildlife Service (USFWS) requested that this action be removed from the supplemental EA and evaluated in a separate NEPA review. Reclamation agreed to remove this contract from consideration in this supplemental EA. This final supplemental EA therefore evaluates interim renewal of 54 water service rather than the 55 evaluated in the draft supplemental EA.

1.3 BACKGROUND OF INTERIM CONTRACTS

Section 3409 of the CVPIA stipulates that Reclamation must prepare a programmatic environmental impact statement (PEIS) before renewing long term CVP water service contracts. In addition, site-specific environmental documentation for long term water contract renewals must be prepared following completion of the PEIS. In accordance with Section 3404(d) of the CVPIA, water contracts expiring prior to completion of the PEIS may be renewed for an interim period not to exceed three years and for successive interim periods not to exceed two years. Previous interim renewal of water service contracts has been necessary to allow for completion of the final PEIS.

Table 1
Interim Renewal Contracts
Central Valley Project

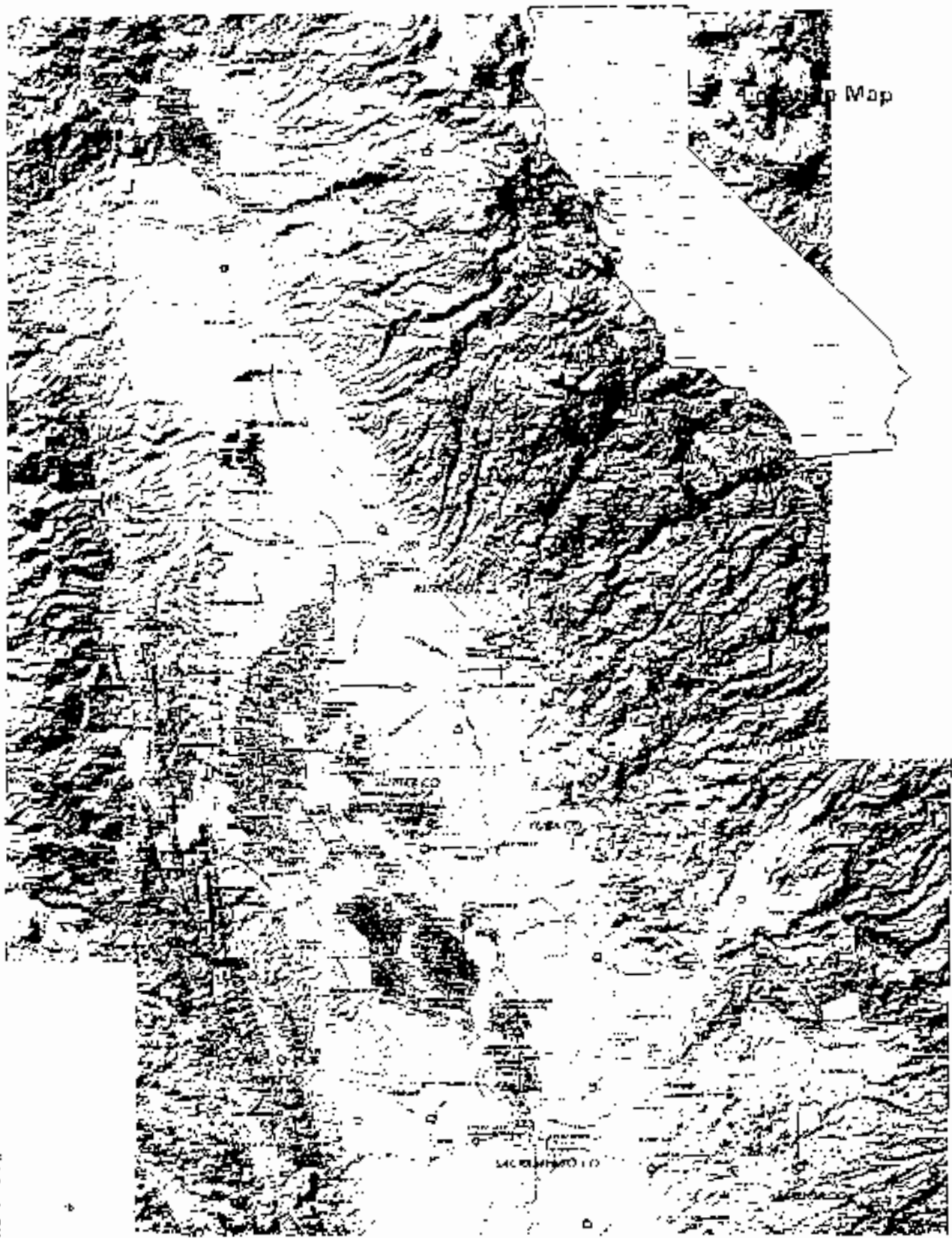
Division/Unit/Contractor ¹	Contract Number	Contract Quantity (acre-feet)	Authorized Water Use	
			Agricultural	Municipal & Industrial
American River Division				
Nan Juan WD	14-06-200-037A-IR2	22,000		X
El Dorado ID	14-06-200-049-IR2	25,000	X	X
Buchanan Unit				
Chowchilla WD	14-06-200-064A-IR4	24,000	X	
Cross Valley Canal				
Fresno County of	14-06-200-0290A-IR2	2,200	X	X
Hills Valley ID	14-06-200-046A-IR2	4,100	X	X
Keen-Valere ID	14-06-200-0601A-IR2	42,000	X	X
Lower Tule River ID	14-06-200-037A-IR2	21,102	X	X
Haley ID	14-06-200-0235A-IR2	31,207	X	X
Rug Gulch WD	14-06-200-0367A-IR2	12,200	X	X
Tri-Valley	14-06-200-0565A-IR2	1,147	X	X
Valere, County of	14-06-200-0291A-IR2	5,000	X	X
Delta Division/Delta-Mendota Canal				
Basis-Carbene ID	14-06-200-0125A-IR2	25,000	X	X
Broadview WD	14-06-200-0372-IR2	27,000	X	X
Centennial WD	14-06-200-03685-IR2	2,400	X	X
Del Puerto WD	14-06-200-020-IR4	140,210	X	X
Eagle Field WD	14-06-200-0754-IR2	4,550	X	X
Laguna WD	14-06-200-0266-IR2	800	X	X
Mossy Springs WD	14-06-200-0615A-IR2	13,200	X	X
Orin Loma WD	14-06-200-0221-IR2	4,600	X	X
Patterson WD	14-06-200-0298A-IR2	16,500	X	X
Plain View WD	14-06-200-0185-IR4	20,600	X	X
The West Side ID	14-06-200-03045-IR2	7,300	X	X
West Stanislaus ID	14-06-200-0273-IR4	10,200	X	
Weldon WD	14-06-200-0218-IR2	2,950	X	X
Friant Division				
Arvin-Edison Water Storage District	14-06-200-028A-IR2	151,675	X	X
Fresno ID	14-06-200-0102A-IR2	75,000	X	X
Gartfield WD	14-06-200-0421-IR2	1,000	X	
Fresno County Waterworks District No. 18	14-06-200-0904-IR2	150		X
International WD	14-06-200-061A-IR2	2,200	X	X
Lewis Creek WD	14-06-200-0701A-IR2	1,450	X	
Madera ID	14-06-200-0251-IR2	271,000	X	
Orange Cove, City of	14-06-200-0200-IR2	1,400		X
Shafter Water ID	14-06-200-0022-IR2	89,800	X	X
Tea Pot Dome WD	14-06-200-0410-IR2	2,200	X	
Gravelly Ford WD	14-06-200-00747-IR2	14,000	X	
Madera, County of	14-06-200-0406A-IR2	200		X
Hidden Unit				
Madera ID	14-06-200-0020-IR2	14,000	X	

¹ WD - Water District
ID - Irrigation District

Table 1
Interim Renewal Contracts
Central Valley Project, (continued)

Division/Unit/Contractor ^a	Contract Number	Contract Quantity (acre-feet)	Authorized Water Use	
			Agricultural	Municipal & Industrial
Sacramento River Division/Corning Canal				
Corning WD	14-04-100-0575-IR2A	25,000	X	X
Proberta WD	14-06-100-0711-IR1A	1,500	X	X
Thurston Creek WD	14-06-100-0721A-IR2A	4,475	X	X
Sacramento River Division				
Peavine WD	14-05-100-171A-IR2	10,000	X	
Sacramento River Division/ Tehama-Colusa Canal				
Colusa County WD	14-06-100-810A-IR2	62,000	X	X
Colusa County of	14-06-100-8110A-IR2	See Subcontractors below		
1. Four-M WD		1,700	X	X
2. Glenn Valley WD		1,710	X	X
3. Holthouse WD		2,140	X	X
4. Myers Marsh Mutual Water Company		251	X	X
5. LaGrange WD		7,700	X	X
6. Corina WD		1,700	X	X
7. Westside WD		40,000	X	X
8. Colusa County WD		5,965	X	X
Davis WD	14-06-100-8001A-IR2	4,000	X	X
Dennigan WD	14-06-100-395A-IR2	19,000	X	X
Glide WD	14-07-100-00040-IR2	10,500	X	X
Nasawha WD	14-06-100-040A-IR2	45,000	X	X
Ridgewood WD	14-07-100-00076-IR2	2,100	X	X
La Grande WD	14-07-100-00020-IR2	5,000	X	X
Orland-Arden WD	14-06-100-8382A-IR2	55,000	X	X
Westside WD	14-06-100-8223-IR2	25,000	X	X
Shasta-Trinity Division				
South Lake, City of	14-07-200-01154-IR4	2,100		X
Bella Vista WD	14-06-200-851A-IR2	24,000	X	X
Clear Creek CSD	14-06-200-489A-IR2	25,100	X	X

^a WD - Water District
ID - Irrigation Districts

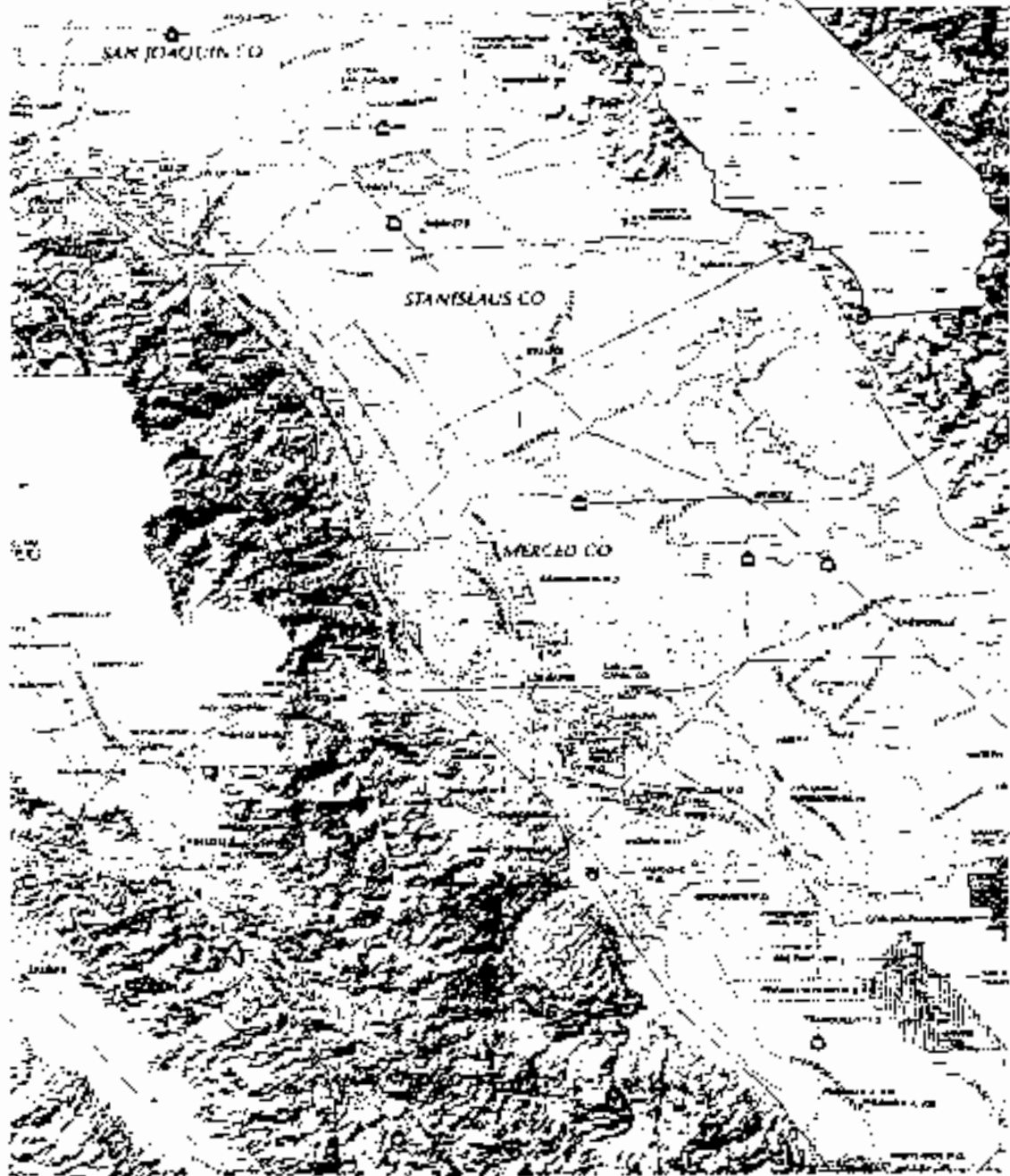


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 4401 Riverway Drive
 Sacramento, CA 95834
 916/439-5000
 916/439-5001 (fax)
 916/439-5002 (toll-free)

- | | |
|---------------|---------------------|
| DISTRICT | Water Right |
| COUNTY | County |
| CITY/TOWNSHIP | City/Township |
| STATE | State |
| | Recreation Facility |

CVP Districts by Unit-Sacramento Valley
 1/99

Location Map



Source: Map by the Designer, 1968

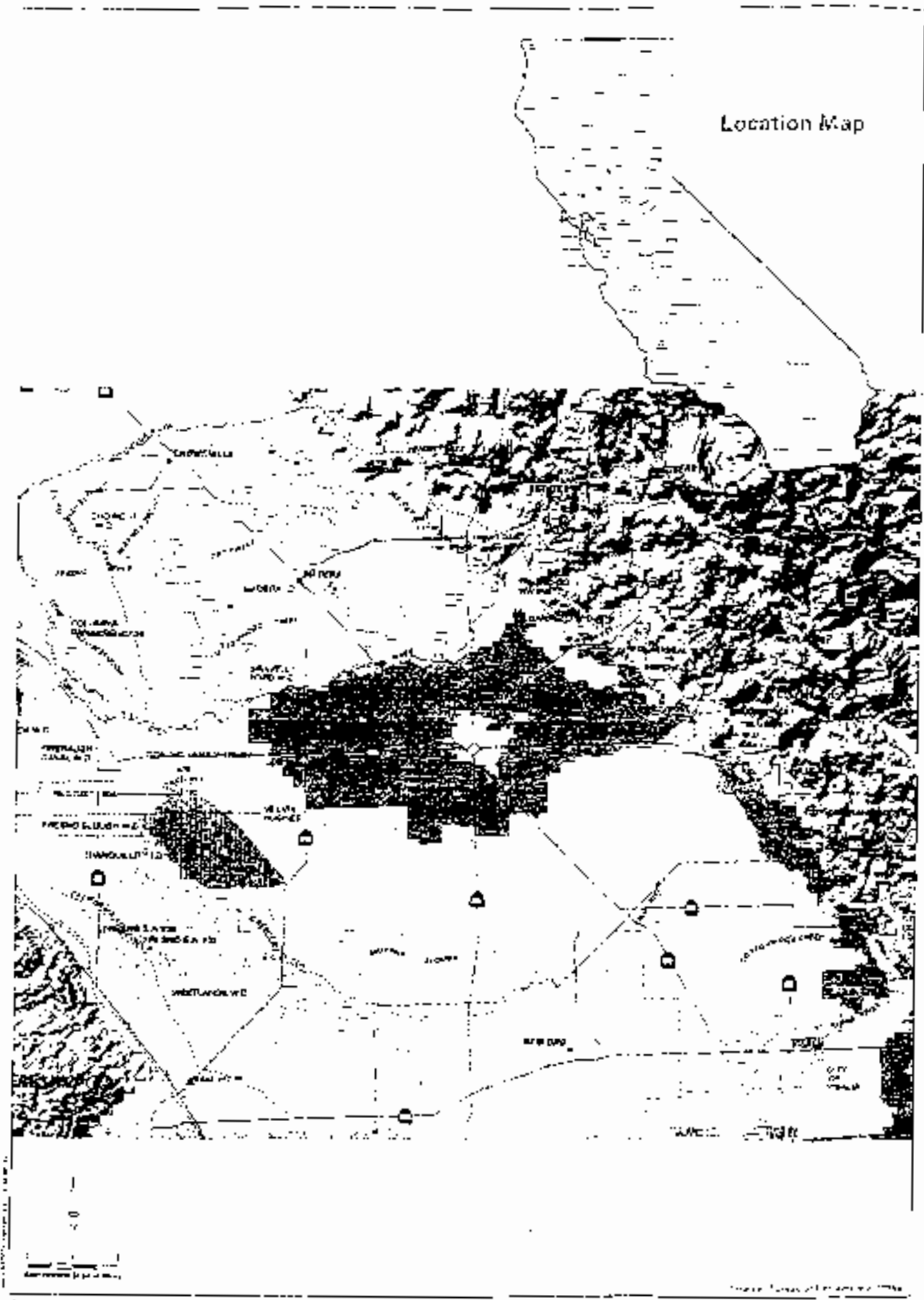
CVP Districts by Unit-West San Joaquin Valley

California

California State Water Resources Control Board
 Department of Water Resources
 Sacramento, California

- | | |
|---|--|
| <ul style="list-style-type: none"> 1. Stanislaus County 2. Merced County 3. San Joaquin County 4. Stanislaus County 5. Merced County 6. San Joaquin County 7. Stanislaus County 8. Merced County 9. San Joaquin County | <ul style="list-style-type: none"> 10. Stanislaus County 11. Merced County 12. San Joaquin County 13. Stanislaus County 14. Merced County 15. San Joaquin County 16. Stanislaus County 17. Merced County 18. San Joaquin County |
|---|--|

Figure 1-2



Location Map

CVP Districts by Unit-East San Joaquin Valley

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TCB






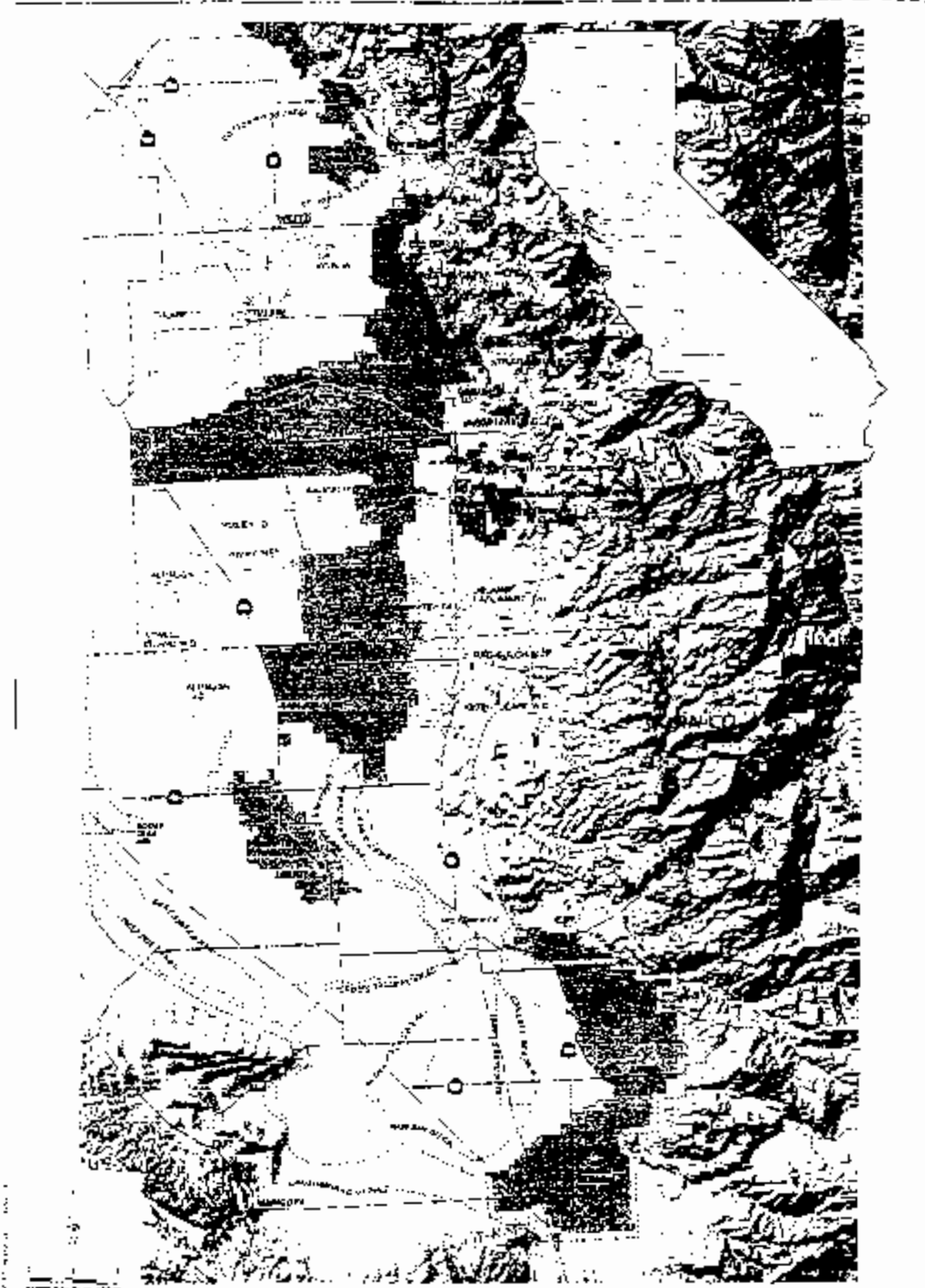
-  Main Canal Right
-  No Special Use
-  State Water Right
-  Exchange Contract
-  Municipal Use

Figure 1-3



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 Sacramento, California

LEGEND
 [Symbol] State Agency
 [Symbol] Federal Agency
 [Symbol] Other Agency

CVP Districts by Unit-Tulare Basin
 California

Reclamation initially prepared an environmental assessment (EA) in December 1994 (1994 EA) to examine the potential effects of interim renewal of 67 water service contracts from December 1994 through February 1998 (a period of three years and two months) (Bureau of Reclamation 1994). A finding of no significant impact (FONSI) for that EA was issued in December 1994. The 1994 EA and FONSI are hereby incorporated by reference.

Reclamation completed a supplemental EA in February 1998 (1998 supplemental EA) to address potential impacts from interim renewal of the 54 contracts for an additional two years, from March 1998 through February 2000 (Bureau of Reclamation 1998). The 67 contracts considered in the 1994 EA were reduced to 54 through consolidation, termination, or assignment. A FONSI for the 1998 supplemental EA was issued in February 1998.

The final PEIS was issued in October 1999 (Bureau of Reclamation 1999b). Because the interim contracts will expire in February 2000, before long-term contracts can be executed, another interim renewal period is necessary.

1.4 PURPOSE AND NEED FOR ACTION

The purpose of the proposed action is to renew 54 interim contracts for a maximum of one year, through February 28, 2001. This action is necessary to provide continued water delivery to existing interim CVP contractors until long-term water contract renewals can be executed.

Reclamation has prepared a supplemental EA to determine if any actions occurring from an extended interim period result in any unanticipated impacts relative to the analysis in the 1994 EA or the 1998 supplemental EA. This supplemental EA has been prepared pursuant to and in accordance with the National Environmental Policy Act (NEPA) of 1969 (42 USC § 4321-4370d), the Council on Environmental Quality (CEQ) regulations on implementing NEPA (40 CFR Parts 1500-1508), and Reclamation's NEPA handbook (Bureau of Reclamation 1990).

1.5 ISSUES RELATED TO CVP WATER USE UNDER THE PROPOSED INTERIM CONTRACTS

Several matters related to the use of CVP water supplies, including the agricultural or municipal and industrial (M&I) designation of CVP water contractors, the water contract service area, and water transfers, are discussed below. Although the interim renewal action evaluated in this document does not propose any changes with regard to these issues, they are discussed herein to illustrate the separate nature of these issues and the proposed action in terms of environmental analysis and consultation with USFWS. (See Appendix C for correspondence between Reclamation and USFWS regarding these issues.) Any change with regard to these issues that may be proposed during the period of interim renewal would be considered to be a separate action and would be subject to separate environmental review and consultation.

1.5.1 Contract Changes from Agricultural to Agricultural and Municipal and Industrial

Since 1995, no interim contracts have been changed from agricultural to agricultural and M&I. During this period, Reclamation and the water service contractors have been required to report to USFWS any land use changes associated with the interim water contracts that may affect listed species. All land use changes within the interim water contract areas that may affect listed species, and that were reported to Reclamation, have been reported to USFWS in the four annual reports on implementation of the biological opinion for interim renewal contracts (Appendix A).

1.5.2 Interim Water Contract Service Areas

The service areas for all interim water contracts have not changed since 1995 except for inclusions and exclusions that were separately reviewed under NEPA and the Endangered Species Act (ESA). No changes to district boundaries are part of the proposed action and the boundaries in place, as of the date of this document, will remain the same through February 28, 2001. Any changes to the interim district boundaries that are proposed would be required to undergo separate environmental review.

1.5.3 Water Transfers

Intra-CVP Transfers. Intra-CVP contract transfers, which in many cases are simply scheduling changes, are part of the historic and ongoing operation of the CVP. Water transfers are being addressed in separate EAs being prepared by Reclamation in coordination with the USFWS. All such transfers will be conducted in conformance with the criteria developed during this process and are considered to be separate actions that must undergo separate environmental review, including consultation with the USFWS.

Mercy Springs Water District Assignment. On May 14, 1999, the Mercy Springs Water District, an interim contractor, assigned 6,260 af of its CVP supply to the Pajaro Valley Water Management Agency (PVWMA), Santa Clara Valley Water District (SCVWD), and Westlands Water District. PVWMA entered into this assignment to help secure possible future water supplies but, at present, PVWMA does not have the physical capability to take the assigned water and is not within the CVP authorized place of use. These issues must both be addressed as separate actions, subject to separate environmental review, before PVWMA could take any of the assigned water.

Under the terms of the assignment, until PVWMA decides to use the water (a decision expected in the next 20 years), the water would be shared between the Westlands Water District and SCVWD, with SCVWD taking no more than about 2,500 af of this amount annually, and no more than 20,000 af over the period of the agreement. SCVWD took none of this water in 1999.

Since deliveries in 2000 are expected to be approximately 70 percent of contract quantity for agricultural supplies and 75 percent of contract quantity for M&I supplies, assigned water from the Mercy Springs Water District will be used to address the projected shortages. Westlands Water District is expected to receive only approximately 40 percent of its CVP contract amount in 2000. The portion of the Mercy Springs water assigned to Westlands Water District would constitute only a small percentage of Westlands' own CVP allocation and would partially offset their expected CVP deficiency. An EA analyzing the potential impacts of this assignment was completed in April 1999 (Bureau of Reclamation 1999c). The EA determined that the proposed action would not result in any significant impacts, and a FONSI was issued in April 1999.

Apart from this assignment, an allocation agreement was entered into between Reclamation, Westlands Water District, and SCVWD in 1997 whereby Westlands Water District and SCVWD were able to reallocate CVP water supplies under certain conditions. Required NEPA and ESA compliance were completed on this separate action.

Wildern Water District Assignment. Assignment of water from the Wildern Water District to the area of Tracy has been considered in the past and a proposal was developed. As a result of on-going litigation between local, non-federal interests regarding this assignment, no final action has been taken by Reclamation. This action has been suspended until the dispute has been resolved. No action is expected in the immediate future. Should the issues under question be resolved and a proposal for assignment be presented to Reclamation, Reclamation would initiate consultation with USFWS to address concerns about potential impacts to listed species. Evaluation of this action and consultation with USFWS would be conducted as part of a separate environmental review process.

Arwell Irrigation District/Hills Valley Irrigation District Reallocation. In 1975, a contract was executed with Tulare County, a cross valley contractor, to allow reallocation of their CVP supply to specific subcontractors within Tulare County. Reclamation approved the initial set of subcontractors and, since that time, there have been no changes in the subcontractors. Consequently, the area of water use for Tulare County's CVP supply has not changed, relative to the interim biological opinion, since 1995. Any changes in the boundaries of the area of water use, or any additions or deletions of subcontractors, would require federal approval. Tulare County's distribution of its CVP water supply between these subcontractors is not a federal action and does not require federal approval. Tulare County is required to notify Reclamation of any changes in the allocation. There have been no changes in CVP operations, the total amount of water under contract to Tulare County, or the Tulare County subcontract areas since Reclamation consulted on the interim contracts in 1995.

In 1996, consistent with the 1975 contract, 2,000 af of Arwell Irrigation District's supply of CVP water was reallocated to the Hills Valley Irrigation District.

Consistent with the 1975 contract, the 2,000 af that Hills Valley Irrigation District obtained under this reallocation must stay within the Tulare County portion of Hills Valley Irrigation District. No land use changes as a result of this reallocation have been reported to Reclamation and all information to date indicates that the 2,000 af is being used to replace less desirable ground water supplies.

Friant Division Water Deliveries. In addition to other CVP supplies, the Friant Division will also experience severe shortages in 2000 as a result of hydrologic conditions in the watershed for the Friant Dam. At present, the projected 2000 allocation for the Friant Division is 65 percent of Class 1 water and no Class 2 water, or approximately 34 percent of the average use and 22 percent of the contract amount for the Friant Division. No changes in the allocation to the Friant Division are considered as part of this action. This information is provided to address concerns that the USFWS may have about potential impacts related to water deliveries this year in the Friant Division.

1.6 PUBLIC INVOLVEMENT

The public was invited to review and comment on the draft supplemental EA. The draft supplemental EA was circulated for public and agency review from December 13, 1999, to January 10, 2000. A press release announcing the publication was sent to all interested parties on December 9, 1999. The release of the draft supplemental EA also was announced on the Bureau of Reclamation, Mid-Pacific Region web page and at meetings being conducted by Reclamation for proposed renewal of long-term water service contracts.

The public comment period provided an opportunity for the public to review the issues addressed in the impact analysis and to offer comments on any aspect of the process. During the public review process, written comment letters were received from three water districts. The majority of these comments expressed support for Alternative 1 and concern about significant impacts that may occur under Alternative 2 (see Section 2.1 for a discussion of alternatives). Comments received on the draft supplemental EA and responses to these comments are provided Appendix B.

CHAPTER 2

ALTERNATIVES

2.1 PROPOSED ACTION AND ALTERNATIVES

The proposed action evaluated in this document is interim renewal of 54 water service contracts. Two alternatives are evaluated that would accomplish the proposed action. Alternative 1 provides for renewal of the 54 water service contracts with only minor administrative changes to the contract provisions. Alternative 2 provides for renewal of the 54 water service contracts, but with specific changes in the contract provisions. The differences in the contract provisions are summarized in Table 2 and are discussed in detail for each alternative (see sections 2.1.1 and 2.1.2). Both alternatives include renewal of the 54 water service contracts analyzed in the 1994 EA and the 1998 supplemental EA. The Mercy Spring Water District contract, which has partially assigned its CVP water supply to PVWMA, SCVWD, and Westlands Water District, is one of the 54 contracts considered under both alternatives.

For purposes of this supplemental EA, the following assumptions are made:

- A. Each interim contract renewal is considered to be a separate action;
- B. A one-year interim renewal period is considered in the analysis, though contracts may be renewed for a shorter period; and
- C. The environmental commitments in existence as a result of the 1994 EA are to continue during the extended interim period.

2.1.1 Alternative 1, No Action Alternative

Alternative 1 is the continuation of the existing interim contracts with only minor administrative changes to the contract provisions. The period of renewal for each contract would be for a maximum of one year, as permitted under subsection 3434(d)(1) of CVPIA. Alternative 1 is considered to be the No Action Alternative.

Table 2
Proposed Contract Provisions for Alternatives 1 and 2

Contract Provision Description	Alternative 1	Alternative 2
A. Contract term	Contract renewal period would be for no more than one year	Contract renewal period would be for no more than one year
B. Contract supply	No change	Conditional approval for out of district water banking. Water supply based on Category 1 and Category 2 water.
C. Payment	No change	80/20 tiered pricing based on Category 1 water supply. Annual or semiannual payment for water, in advance of delivery
D. Water transfer	No change	No change
E. Water quality	No change	No change
F. Water measurement	No change	No change
G. Water conservation	No change	Contractors shall use incentive pricing rather than an internal tiered pricing program.
H. Water shortage	No change	No change
I. Discretionary provisions of the Reclamation Reform Act	No change	No change
J. Endangered Species Act compliance	No change	No change
K. Standard articles	No change	Contracts include all existing and future rules and regulations promulgated by the Secretary of Interior

based on guidance contained in the CEQ regulations for implementing NEPA, direction contained in CEQ's "Forty Most Asked Questions Concerning CEQ's NEPA Regulations," and Reclamation's NEPA handbook. Each of these sources indicate that, where ongoing actions are occurring and would be expected to continue in the absence of a proposed action, the no action alternative should be interpreted as continuing the current management and policy direction. In addition, a no action alternative involving non-renewal of existing contracts is considered infeasible, based on the contractors' right to request long-term contract renewal provided under the 1950 and 1961 Reclamation Project Acts (Pub. L. 84-643; Pub. L. 88-49) and subsequent interim renewal during preparation of the EIS provided under Section 3454(c) of the CVPIA. The No Action Alternative is Reclamation's Preferred Alternative.

The current contract provisions are those that are included in the existing interim renewal contracts and specified in the 1994 EA and the 1998 supplemental EA. These contract provisions would remain the same in the subsequent interim renewal contracts under Alternative 1. Contract provisions include the following:

any, held by the contractor, and any amounts remaining to be repaid are subject to separate agreement, per the original interim renewal contracts. The proposed interim renewal contracts would simply recognize, as appropriate, that the contractor has repaid or is in the process of repaying the outstanding noninterest-bearing O&M deficit, pursuant to a separate agreement governing accelerated repayment.

- D. **Water Transfer**—Interim guidelines for water transfers, developed pursuant to Section 3405(a) of the CVPFA, would be used in implementing water transfers. All interim contracts would comply with these guidelines, as revised and updated. As stated in the guidelines, all transfers would require separate environmental compliance documentation.
- E. **Water Quality**—Pursuant to Section 3405(c) of the CVPFA, the contractor shall be responsible for compliance with all state and federal water quality standards applicable to surface and subsurface agricultural drainage generated through the use of federal or contractor facilities or CVP water provided by the contractor within its boundaries.
- F. **Water Measurement**—Pursuant to the intent of Section 3405(b) of the CVPFA, the contractor shall ensure that all surface water delivery systems within its service area are equipped with water-measuring devices or water-measuring methods within five years of the initial interim contract renewal. The installation of water-measuring devices would require, as appropriate, environmental analyses and documentation, pursuant to NEPA.
- G. **Water Conservation**—Following development of an approved water conservation plan, pursuant to Section 3405(e) of the CVPFA, contractors are required to continue to implement the water conservation plan and to file annual reports intended to document compliance. An internal tiered pricing program (as discussed above under payment provisions) is required within the district.
- H. **Water Shortage**—During any year, a water shortage may occur in the quantity of water made available to the contractor by the United States through and by means of the CVP. In any year in which there is a shortage in the available CVP water supply, the Contracting Officer shall apportion the available water supply to those contractors entitled to receive project water consistent with their contract with the United States.

- I. **Discretionary Provisions of the Reclamation Reform Act (RRA).**— Under the interim renewal contract, the contractor shall be subject to all discretionary provisions of the RRA.
- J. **Endangered Species Act Compliance.**—The contractor shall be required to comply with all applicable requirements of any biological opinion addressing the execution of the interim renewal contracts developed pursuant to Section 7 of the ESA, as amended, and to comply with other appropriate environmental documentation that may be required for specific activities.
- K. **Standard Articles.**—Current standard articles, such as the Water and Air Pollution Control, Equal Opportunity, Compliance with Civil Rights Law and Regulations, and Officials Not to Benefit, shall be included in the interim renewal contracts.

2.1.2 Alternative 2, Interim Renewal of Contracts under Revised Terms

Alternative 2 would provide for interim renewal of all 54 water service contracts with specific changes to the contract provisions, as listed below. Contract provisions are listed only if they would differ from the provisions described above for Alternative 1.

- B. **Contract Supply.**—As under Alternative 1, beneficial uses of CVP water supplies would include agriculture, MSF, and ground water recharge. In addition, out-of-district water banking programs would be conditionally approved by the Contracting Officer under Alternative 2, upon compliance with state and federal law.

Water quantities specified in the contracts would be based on Category 1 and Category 2 water supplies. Category 1 water would be the quantity of water that would be reasonably likely to be available during a year for delivery and would be calculated on the basis of the average quantity of water delivered during the most recent five-year period. Category 1 water would be the "contract total" under Alternative 2 for the purpose of applying CVPFA Section 3403(d) tiered pricing.

Category 2 water would be any additional water that may be delivered to contractors in excess of Category 1 water. The maximum quantity of water delivered, including both Category 1 and Category 2 water, would be the maximum contract quantity from the previous interim contract. The total quantity of water delivered during the interim renewal period under Alternative 2 may therefore be the same as under Alternative 1 but would not be more.

- C. **Payment**—Payment for water would be based on an 80/10/10 tiered pricing structure. Under this approach, the first 80 percent of the contract total (Category 1) would be priced at the contract rate. The contract rate for agricultural water users would be an allocated share of the CVP O&M costs and capital costs. For M&I users, the contract rate would include an allocated share of the CVP O&M costs and capital costs, as well as an interest component calculated at the authorized CVP rate.

The next 10 percent of water delivery would be priced at the average of the contract rate and the full cost rate. The full cost rate for both agricultural and M&I users would be an allocated share of the CVP O&M costs and capital costs, plus interest calculated at the RRA rate.

The final 10 percent of Category 1 water would be priced at the full cost rate. All Category 2 water would be priced at the full cost rate.

Tiered water pricing would be waived for water delivered to produce a crop that provides significant and quantifiable habitat for waterfowl in fields where water is used. Ability-to-pay limitations for agricultural users would apply, as under Alternative 1, but the interim contracts would provide for the Contracting Officer to reevaluate such determinations every five years.

The required water service rates would be paid annually or semiannually, in advance of delivery. Refunds for overpayment would be provided only for billing or payment error or if the quantity of water scheduled and paid for in a contract year is more than the quantity delivered.

- G. **Water Conservation**—Unless exempted, contractors shall use incentive pricing, according to the contractors' water conservation plans, rather than an internal tiered pricing program. Contractors are required to submit revised water conservation plans every five years.
- K. **Standard Articles**—Contractors shall be subject to the modified Westwide Rules and Regulations Article, which includes all existing and future rules and regulations promulgated by the Secretary of Interior, as may be amended or supplemented.

CHAPTER 3

AFFECTED ENVIRONMENT AND ENVIRONMENTAL CONSEQUENCES

The affected environment conditions at the present are essentially the same as those described in the 1994 EA. The geographic area analyzed in the 1994 EA also is comparable to the area to be analyzed in this supplemental EA. Therefore, this supplemental EA evaluates potential effects that interim contract renewal may have on the human and natural environment during the one-year analysis period, based on the affected environment described in the 1994 EA.

Potential impacts arising from the assignments of water, such as those by the Mercy Springs or Wigren water districts, as previously described, would be subject to separate environmental review processes and are not addressed in this document.

Consistent with the 1994 EA and the 1998 supplemental EA, the following resources are considered in this document:

- Water resources (Section 3.1);
- Land use (Section 3.2);
- Biological resources (Section 3.3);
- Cultural resources (Section 3.4);
- Recreation resources (Section 3.5);
- Demographics and environmental justice (Section 3.6);
- Indian Trust Assets (Section 3.7); and
- Economic resources (Section 3.8).

Cumulative impacts are also evaluated in Section 3.9. The following assumptions were used in evaluating potential impacts of interim contract renewal for an additional one-year period:

- During the interim renewal contract period, the maximum water delivery to each CVP contractor would not change from the existing maximum contract quantities.
- Based on best available knowledge, Reclamation anticipates that the short-term nature of the interim renewal contracts would not likely result in significant new capital investments; therefore, it is assumed that no new diversions or canals would be constructed as a result of interim renewal.
- Based on best available knowledge, Reclamation anticipates that during the interim renewal period, and associated with the use of interim contract water, there would be little or no
 - conversion of natural lands to agricultural production, thereby maintaining the historic stabilization of agricultural land use;
 - conversion of natural or agricultural habitats to other uses without appropriate state or federal coordination and consultation;
 - demonstrable changes in agricultural practices, including flooding regimes and canal maintenance practices, and weed and pest control activities; and
 - changes in the timing or amount of water stored in and historically released from CVP-operated reservoirs or changes in the timing or amount of water in rivers historically regulated by the CVP.

3.1 WATER RESOURCES

3.1.1 Alternative 1, No Action Alternative

Renewal of the interim contracts with only minor administrative changes to the contract provisions would not result in a change in contract water quantities or, based on best available knowledge, a change in water use. Water delivery during previous interim renewal contract periods has not exceeded historic quantities. It is therefore assumed that there would be no effect on surface water supplies or quality.

Based on best available knowledge, Reclamation anticipates that renewal of interim contracts with only minor changes to the contract provisions would not result in any significant growth-inducing impacts. In addition, no substantial

changes in growth are expected to occur during the short time frame of this renewal.

Due to the short term of the interim renewal contracts, benefits associated with additional water conservation measures included in contract provisions are not expected to be significant.

3.1.2 Alternative 2

Contract provisions under Alternative 2 that stipulate the quantity of water delivered (Category 1 and Category 2 water) and the pricing structure (\$0.10/10 tiered pricing) could result in contractors shifting to other water supplies, such as ground water, to enhance supplies or reduce costs. These contract provisions may also result in implementation of conservation measures that would beneficially affect water resources.

On average, CVP contractors north of the Delta typically receive their full contract quantity of water only 70 percent of the time, while contractors south of the Delta receive their full contract quantity of water less than 40 percent of the time. Contractors typically must rely on other water sources to augment CVP supplies. Although the contract water quantity specified under Alternative 2 would likely be less than under current contracts and under Alternative 1, the actual quantity delivered is likely to be similar to historic deliveries because Category 1 water delivery would be based on typical delivery rates for each contractor.

Reliance on alternative supplies would be compounded under Alternative 2 as a result of potential increased water costs under the \$0.10/10 tiered pricing approach. While contractors may receive a total quantity of water comparable to historic deliveries, the increased cost for tier 2 or 3 water (water in excess of 80 percent of the Category 1 contract total) would provide further incentive for contractors to shift their reliance to other water supplies. This may be particularly detrimental in CVP service areas subject to ground water overdraft, such as the San Joaquin River region. Although the short term of renewal would result in only minimal impact, increased reliance on ground water to augment CVP supplies could contribute to potential long-term ground water decline.

3.2 LAND USE

3.2.1 Alternative 1, No Action Alternative

The renewal of contracts with only minor administrative changes to the contract provisions would not provide for additional water supplies that could act as an incentive for increased acreage of agricultural production. Uncertainty of supply due to the short term duration of the renewal could act as a disincentive for farmers to preserve their lands from urban development, but this effect would be offset by the desire to retain agricultural lands until long-term contracts can be executed. Given that this is an interim renewal process, the net effect on land use conversion likely would be minimal.

In addition, Reclamation requests that all contractors inform the appropriate Reclamation area office of proposed land use changes associated with interim contract water. In discussions between Reclamation and the USFWS for the previous interim renewal, it was decided that the Reclamation, through informal consultation with the USFWS, will analyze the potential effects of any changes and would determine what, if any, mitigation would be appropriate for Reclamation to undertake.

3.2.2 **Alternative 2**

Impacts to land use associated with Alternative 2 would be comparable to those described under Alternative 1. Contract provisions under Alternative 2 that stipulate the quantity of water delivered (Category 1 and Category 2 water) and the pricing structure (\$0/10/10 tiered pricing) could result in changes in cropping patterns or land fallowing, as contractors respond to uncertainties in supply and water cost. Because actual water deliveries are not likely to change and because this is an interim renewal process, it is unlikely that the uncertainty of the water supply would result in any changes in agricultural practices that would influence land use.

3.3 **BIOLOGICAL RESOURCES**

3.3.1 **Alternative 1, No Action Alternative**

Based on best available knowledge, the status of biological resources in the affected area has not changed significantly from that described in the 1994 EA. Since the 1994 EA was issued, regulatory changes have occurred that affect CVP operations. In 1993, the USFWS released a Biological Opinion that instituted restrictions on CVP and State Water Project (SWP) operations to protect the Delta smelt and its habitat. This biological opinion was revised in 1994 and 1995. In 1994, federal, state, and private interests agreed to implement the Bay-Delta protection plan. Coordinated operation of the CVP and SWP is based on this agreement. In 1992, the National Marine Fisheries Service (NMFS) released a Biological Opinion that established criteria for protection of the winter-run chinook salmon. This Biological Opinion was revised in 1993 and 1995.

Current measures to address biological concerns would continue under interim renewal. Several programs provided for in the CVPIA would continue, including land retirement, refuge water supplies, the anadromous fish restoration program, and the Section 1406(b)(1) "other" program, which would protect, restore, and enhance the biological resources within the CVP service area. Reclamation and USFWS also would continue to implement the long-term CVP wide Conservation Program (CVPCP) which, in concert with other programs, would address the needs of special status species in the affected area, including habitat. The CVPCP establishes implementing plans and priority needs before identifying ecological needs, options, and actions for implementation. However, the CVPCP does not provide site specific ESA coverage, is not mitigation for any site specific impacts, and does not address or authorize take of listed species.

In response to previous consultation with the USFWS, Reclamation has undertaken a number of commitments to monitor and address any impacts from the previous interim contracts. The purpose of these activities has been to ensure that no significant impacts occur or, if they do, that such impacts are adequately mitigated. Appendix A contains the 1996 through 1999 Annual Reports on the various environmental commitments made and Reclamation's progress in implementing them. The current Biological Opinion for interim contracts is contained in Appendix E and presents the commitments that Reclamation will undertake during the proposed interim renewal period to address potential impacts.

While some land use changes may have occurred that are related to interim contracts, such changes have not been significant, based on the best available knowledge. In response to these changes, Reclamation has initiated consultation with USFWS to determine any mitigation activities that may be necessary. An analysis will also be conducted to determine if and how much land use change has occurred during the period of the interim water contracts. This data will be published separately and used in the analysis of potential environmental effects for long term contract renewals.

Finally, CVP-wide impacts to biological resources have been evaluated in the PEIS, and a Biological Opinion to address potential CVP-wide impacts is being negotiated by Reclamation and USFWS. This opinion is anticipated to be completed during the period of this interim renewal. Operation of the CVP by Reclamation would be subject to the provisions of this Biological Opinion when the agreement has been finalized and a start date has been determined.

The amount and timing of storage at CVP reservoirs and flows in rivers and streams that convey CVP water during the one-year contract renewal period are expected to be similar to historic conditions and to be in conformance with all existing biological opinions. Further, the protective provisions of the existing biological opinions also should benefit any newly listed species. Existing programs to protect biological resources would continue to be implemented under this alternative and to ensure that no significant impacts to biological resources would occur. Because this is an interim renewal process, it is unlikely that any changes in agricultural practices or land use, which could result in loss of habitat or species, would occur. No significant impacts to biological resources are expected.

3.3.2 Alternative 2

Impacts to biological resources associated with Alternative 2 would be comparable to those described under Alternative 1. Contract provisions under Alternative 2 that stipulate the quantity of water delivered (Category 1 and Category 2 water) and the pricing structure (80/10/10 tiered pricing) could result in changes in agricultural practices or land use as contractors respond to uncertainties in supply and water cost. However, due to the short period of this renewal and because actual water deliveries are likely to remain the same during this period, it is

unlikely that any changes in agricultural practices or land use which could result in loss of habitat or species would occur. Existing programs to protect biological resources, as described under Alternative 1, would continue to be implemented under Alternative 2. No significant impacts to biological resources are expected.

3.4 CULTURAL RESOURCES

3.4.1 Alternative 1, No Action Alternative

The No Action Alternative would not result in activities that could affect cultural resources, such as substantial changes in reservoir elevations, changes in land use, or the construction of any new facilities. During preparation of the 1994 EA, Reclamation consulted with the State Historic Preservation Officer regarding the potential impacts on cultural resources. As part of this consultation, Reclamation developed a process for the contractors to follow to determine if changing water uses would affect historic properties. This process would remain unchanged during the one-year interim renewal period. No impacts to cultural resources are expected.

3.4.2 Alternative 2

Impacts to cultural resources associated with Alternative 2 would be comparable to those described under Alternative 1. Contract provisions under Alternative 2 that stipulate the quantity of water delivered (Category 1 and Category 2 water) and the pricing structure (\$0/30, 10 tiered pricing) could result in changes in agricultural land uses, such as land fallowing. The types of changes in agricultural practices likely to occur under Alternative 2, such as land fallowing, could benefit cultural resources by not disturbing potential sites. Nevertheless, because actual water deliveries are not likely to change and because this is an interim renewal, uncertainty of supply would not result in any measurable changes in land use, which could in turn affect cultural resources. The process to protect historic properties developed by Reclamation during consultation for the 1994 EA discussed above under Alternative 1 would continue to apply during the interim renewal period under Alternative 2. No impacts to cultural resources are expected.

3.5 RECREATION RESOURCES

3.5.1 Alternative 1, No Action Alternative

No changes in CVP reservoir storage or modifications in the amount or timing of water deliveries, which could affect recreational resources, would occur under Alternative 1; therefore, no impacts to recreational resources are anticipated.

3.5.2 Alternative 2

Impacts to recreational resources associated with Alternative 2 would be comparable to those described under Alternative 1.

3.6 DEMOGRAPHICS AND ENVIRONMENTAL JUSTICE

3.6.1 Alternative 1 – No Action Alternative

Factors contributing to population change, employment, and income levels and unemployment rates in the affected area are closely tied to CVP water contracts, through either agricultural or M&I dependence. Because no changes in water supplies or CVP operations would occur under this alternative, changes in population and the various indicators of social well being that would result are expected to be relatively minor.

Executive Order 12898 requires federal agencies to identify potential impacts arising from their actions that would disproportionately affect minority and low-income populations. Contract terms that affect water delivery would affect agricultural production, which dictates the migration and location of migrant workers who tend to be from minority and low-income populations. The No Action Alternative would support continued agricultural production and would not directly result in changes to employment of minority and low-income populations. Therefore, Alternative 1 would not differ from current conditions and would not be expected to disproportionately affect minority or low income populations.

3.6.2 Alternative 2

Contract provisions under Alternative 2 that stipulate the quantity of water delivered (Category 1 and Category 2 water) and the pricing structure (80/10/10 tiered pricing) could result in changes in agricultural practices, including cropping patterns and land fallowing. M&I users would also be impacted by changes in supply or water cost. Because this is a temporary action, and because the potential changes in water delivery and cost is expected to be within the normal range of variation, it is unlikely that significant changes in social-well being would occur under this alternative.

Changes in cropping patterns and land fallowing may be detrimental to farm workers, especially to migrant workers who tend to be from minority and low-income populations. This impact would be attenuated by the short duration of the interim renewal and the low likelihood of major shifts in agricultural production in a single year. Any changes would likely be within the normal range of annual or seasonal variation. No significant disproportionate impacts to minority or low-income populations are expected.

3.7 INDIAN TRUST ASSETS (ITA)

3.7.1 Alternative 1, No Action Alternative

Continued delivery of project water to the existing contracts would not affect any Indian Trust Assets (ITA) because existing rights would not be affected, no physical changes to existing facilities are proposed, and no new facilities are proposed.

3.7.2 Alternative 2

Impacts to IFA associated with Alternative 2 would be comparable to those described under Alternative 1.

3.8 ECONOMIC RESOURCES

3.8.1 Alternative 1, No Action Alternative

Existing water deliveries and CVP facility operations would continue under the No Action Alternative. No significant changes in power generation, recreational opportunities, or agricultural economies are expected. No significant economic impacts were identified during the previous interim renewal period and, similarly, no significant economic impacts are anticipated to occur under the extended period of renewal.

3.8.2 Alternative 2

Contract provisions under Alternative 2 that stipulate the quantity of water delivered (Category 1 and Category 2 water), the water pricing structure (85/10/10 tiered pricing), and annual or semiannual payment for water, could place an additional financial burden on water contractors. Because the economy of the Central Valley is heavily dependent on these water supplies, this increased burden, despite the short duration of the renewal, would translate into economic impacts throughout the affected area.

Uncertainty as to the quantity of water delivered may provide some disincentive for long-term investment by agricultural or M&I contractors. Because the short duration of the renewal action, it is unlikely that uncertainty would significantly alter investment decisions.

While contractors may receive the same quantity of water under this alternative, the tiered pricing structure stipulated in the contract may result in higher water prices for both agricultural and M&I contractors if second or third tier water is provided. The contract provision for annual or semiannual payment for CVP water may also place an increased financial burden on contractors since water payments could no longer be economically distributed over time. The increased cost of water resulting from these two contract provisions could lead to increases in water conservation or measurement practices, conversion to alternative water supplies, land fallowing, or changes in cropping patterns. Local and regional economies would be directly affected as a result of losses in farming revenues, decreased value of land dependant on water supplies, increased costs to consumers of agricultural products or M&I water, and increased water conservation or measurement costs.

The cost of water and the return on investment varies substantially within the affected area and therefore the magnitude of the economic impact also would vary. Potential impacts may be most adverse in CVP service areas where the price of water already meets or exceeds the contractors capacity to pay for it (i.e., Yuba-

Colusa Canal or Bella Vista contractors). In areas where the costs of alternative supplies are substantially higher, such as the Tulare Lake region, agricultural producers could experience significant losses in net revenue.

Costs for increased conservation or measurement may be substantial for some contractors. While some cost savings may be achieved, return on investment from implementing such measures would occur over the long run and would be minor during the interim period of renewal.

Ability-to-pay determinations would apply under this alternative and would provide partial relief to contractors for whom it is authorized; however, because CVPLA requires that third tier water be priced at the full-cost rate, no relief would be provided for third tier deliveries. Second tier water deliveries would also reflect only partial relief from capital obligations. In addition, contractors for whom ability-to-pay studies have not been performed would not be able to seek relief during the short time period of this renewal.

No significant changes in power generation or recreational opportunities would be expected to occur under Alternative 2 and no impacts to these economic areas are expected.

3.9 CUMULATIVE IMPACTS

CEQ regulations (40 CFR Parts 1500-1508) implementing the procedural provisions of NEPA, as amended (42 USC §§ 4321 et seq.), define cumulative effects as follows:

"The impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions" (40 CFR § 1508.7).

A single project may have individually minor impacts; however, when considered together with other projects, the effects may be collectively significant. Therefore, a cumulative impact is the additive effect of all past, present, and reasonably foreseeable future actions in the geographic area.

The potential environmental impacts of these projects and the potential for additive effects when combined with the proposed activities considered in this EA were examined, and neither of the alternatives were determined to result in significant cumulative impacts.

3.9.1 Cumulative Activities in the Affected Area

Due to the large area of potential effect, there are numerous actions and projects being undertaken by federal, state, and local agencies or individuals that could contribute to cumulative impacts. Therefore, the following discussion focuses on water-related activities with broad effects within the Central Valley, as well as on

activities that are similar in time or effect to the interim renewal contracts. These actions would, in general, affect fisheries and other biological resources, land use, ground water and surface water use, and economic values (i.e., land and agricultural production costs). The contribution of the interim renewal contracts to cumulative impacts is assessed based on these actions.

The following actions are major activities currently underway in the affected area. This list is not comprehensive but is representative of the types of activities that would be expected to occur in the affected area.

Implementation of the CVPIA - The multiple requirements of the CVPIA are being implemented over time based on specific provisions of the act. The final PEIS was issued in October 1999, and the site-specific environmental review process for long-term water contract renewal has begun. Long-term water service contracts will supersede the interim contracts but may still influence behavior during the period of interim renewal.

Other provisions that are being implemented include acquiring water from willing sellers for Level 4 wildlife refuge supplies, dedicating and managing a portion of CVP yield for fish and wildlife, implementing water transfers, land retirement, and assessing and collecting Restoration Fund payments and charges.

Implementation of the Bay-Delta Plan Accord - This agreement among state and federal agencies in the San Francisco Bay/San Joaquin River Bay-Delta provides for development of a long term plan to restore ecosystem health and to improve water management in the Delta. The plan consists of multiple actions over a wide area.

Trinity River Instream Flow Requirements Study - This action evaluates instream flow requirements in the Trinity River and may result in new flow requirements that affect flow levels in the Sacramento River and water reliability in the CVP system.

Sacramento and San Joaquin River Basin Comprehensive Study - This action is to develop strategies to increase flood protection and to improve the ecosystem health in the Sacramento and San Joaquin river watersheds.

East Bay Municipal Utility District Supplemental Water Supply Project - This project would provide for delivery of water, pursuant to an existing CVP contract, from the American River.

American River Watershed Project - This action is to develop strategies to address flood control problems in the American River basin.

In addition to specific projects or actions, current activities, such as continued operation of the SWP, and large-scale trends, such as changes in federal farm

programs or demand for agricultural products, may contribute to cumulative effects in the affected area. Numerous local projects throughout the Central Valley also would contribute to cumulative impacts.

Alternative 1. No Action Alternative

The proposed renewal of the interim contracts for one year with only minor administrative changes to the contract provisions would not be expected to contribute significantly to any cumulative impacts under this alternative.

While many of the projects listed above would seek to beneficially manage water and biological resources on a larger scale, current trends toward urban encroachment and conversion of agricultural land to nonagricultural uses in the Central Valley would be expected to occur during the interim renewal period and may result in cumulative adverse effects on all types of environmental resources. Because renewal contracts are of a limited duration, represent a continuation of existing conditions, and would not provide for additional water supplies that could lead to shifts in agricultural practices or land use, interim contract renewal would contribute negligibly to cumulative impacts. Interim contract renewal is fundamentally different from these long-term federal activities because the proposed action is a short-term interim activity with a clearly defined end point (through February 2001). Based on what has occurred in the previous interim periods, extending the interim renewal period for one year with only minor administrative changes to the contract provisions, is not expected to contribute to CVP-related impacts in any significant manner.

Alternative 2

Cumulative impacts associated with Alternative 2 would be comparable to those described under Alternative 1. Although Alternative 2 may result in significant adverse impacts to water resources, land use, and economics, which may contribute to significant cumulative impacts, the contribution to such impacts would be minor because interim renewal would be a temporary action.

CHAPTER 4

CONSULTATION AND COORDINATION

4.1 ENDANGERED SPECIES ACT

Reclamation consulted with the USFWS pursuant to the ESA on the previous interim renewal contracts and received a Final Biological Opinion in December 1994, which was revised in February 1995. The Biological Opinion subsequently was extended to cover the interim renewal from February 1995 through February 2000.

The Biological Opinion detailed a number of commitments made by Reclamation, including filing of an annual report that indicated Reclamation's compliance with these commitments. The four most recent annual reports by Reclamation are contained in Appendix A. Reclamation will provide the USFWS, Endangered Species Division, with copies of future annual reports of Interim Contract Biological Opinion Implementation in draft for 30 day review and approval prior to finalization.

Since the 1994 EA was issued, additional species in the CVP area have been added to the federal threatened and endangered species listing. USFWS, based on an evaluation of Reclamation's compliance with the 1995 Biological Opinion, extended the effective date of the 1995 Biological Opinion to cover the extended interim renewal period for the 1998 supplemental EA. The USFWS further concurred with Reclamation that the issuance of interim CVP contracts is not likely to adversely affect any newly listed species.

Reclamation consulted with USFWS during preparation of this supplemental EA. As part of the USFWS consultation process, Reclamation provided USFWS with additional information concerning water service area boundaries, water transfers, selenium, and other issues. Reclamation also requested that 14 Friant contractors that are not part of the proposed action be included in the Biological Opinion. This request was made because, although the current interim contracts do not expire until February 28, 2001, the Biological Opinion for these 14 contractors

expires in February 28, 2000. (See Appendix C for correspondence between Reclamation and USFWS regarding these issues.)

USFWS issued a revised Biological Opinion for interim renewal of contracts through February 28, 2001 (Appendix E). The Biological Opinion also applies to 14 Friant contractors. This opinion presents commitments that Reclamation will undertake during the interim renewal period to address potential impacts to threatened or endangered species.

Reclamation also consulted with NMFS during preparation of this supplemental EA. NMFS concurred with Reclamation's determination that the proposed action would not adversely affect any listed species, or their designated or proposed habitat (Appendix D).

4.2 CULTURAL RESOURCES

As discussed previously, Reclamation consulted with the State Historic Preservation Officer during the preparation of the 1994 EA regarding the potential impacts on cultural resources. As part of this consultation, Reclamation developed a process for contractors to determine whether they would be changing water uses and possibly affecting historic properties. This process would remain unchanged during the one-year interim renewal period.

CHAPTER 5

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CHAPTER 6

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APPENDIX A of 2000 IRC EA

INTERIM RENEWAL CONTRACTS
BIOLOGICAL OPINION IMPLEMENTATION
ANNUAL STATUS REPORTS
(1996 through 1999)

APPENDIX B - 2000 IRC EA

RESPONSES TO COMMENTS ON
THE DRAFT SUPPLEMENTAL EA

APPENDIX C OF 2000 IRL EA

BUREAU OF RECLAMATION
CORRESPONDENCE WITH US FISH AND WILDLIFE SERVICE
CONCERNING 14 INTERIM RENEWAL CONTRACTS

APPENDIX D of 2000 I RC EA

NATIONAL MARINE FISHERIES SERVICE
LETTER TO BUREAU OF RECLAMATION
INFORMAL CONSULTATION AND REQUEST FOR CONCURRENCE WITH
DETERMINATION OF NO ADVERSE EFFECT FOR 55 INTERIM RENEWAL CONTRACTS

APPENDIX E OF 2000 IFC EA

US FISH AND WILDLIFE SERVICE
BIOLOGICAL OPINION FOR INTERIM CONTRACT RENEWAL