

RECLAMATION

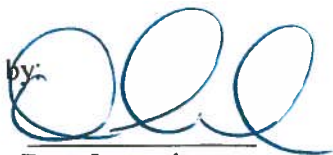
Managing Water in the West

FINDING OF NO SIGNIFICANT IMPACT

2017 American River Division Interim Water Service Contract Renewal for the City of Roseville

FONSI-16-03-CCAO

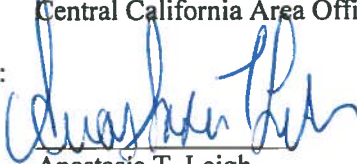
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U.S. Department of the Interior
Bureau of Reclamation
Central California Area Office

February 2017

FINDINGS

The Bureau of Reclamation has determined that authorizing the implementation of a 24-month interim renewal Central Valley Project (CVP) water service contract with the City of Roseville (Roseville) will not have a significant impact on the quality of the human environment. Therefore, an Environmental Impact Statement (EIS) is not required and will not be prepared for this project, based on the fact that there will be no short-term adverse impacts on the human environment resulting from the Proposed Action.

This decision is based on a thorough review of the 2017 American River Interim Water Service Contract Renewal for the City of Roseville Environmental Assessment (EA dated December 2016). This decision is in accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, the Council on Environmental Quality's (CEQ) Regulations for Implementing the Procedural Provisions of NEPA (40 CFR Parts 1500-1508) and the Department of the Interior (DOI) regulations for implementation of NEPA (43 CFR Part 46).

A finding of no significant impact is based on the following:

Indian Trust Assets (ITA's) – There are no known ITA's or treaty rights exercised by tribes, nor are there any reservations or trust lands located within or adjacent to the Proposed Action that will be affected. The Proposed Action does not have a potential to affect ITA.

Indian Sacred Sites - There are no identified Indian Sacred Sites within the action area and therefore this project will not inhibit use or access to any Indian Sacred Sites.

Environmental Justice – The Proposed Action will not have any disproportionately negative impact on low-income or minority individuals within the project area. Conditions under the Proposed Action will be identical to conditions under the No Action Alternative.

Cultural Resources – The Proposed Action does not involve the types of activities that have the potential to affect historic properties pursuant to the regulations at 36 CFR Part 800.3(a)(1). Land use would remain unchanged and no new construction or new ground disturbing activities would occur in the renewal water service contract areas. Impacts to cultural resources in the American River Division counties within the Proposed Action's area of potential effect are defined in the Long-term Contract Renewals in the American River Division EIS (USBR, 2005).

Biological and Aquatic Resources – Biological and aquatic resources under the Proposed Action will be identical to conditions under the No Action Alternative. The interim contracts will provide for the continued delivery of the same quantities of CVP water to the same lands for the same M&I uses that are

provided for under existing contracts. These contract quantities are included in the analyses and consistent with those presented in the 2008/2009 BOs from the USFWS and the NMFS, respectively on the Continued Long-term Operations of the CVP and SWP and the ensuing EIS and Record of Decision (ROD) on the Long-term Operations (LTO) of the CVP and SWP. Reclamation will continue to comply with commitments made or requirements imposed in the 2008/2009 BOs. The Proposed Action will have no adverse effect on species either currently federally listed or proposed for listing as candidate, endangered, or threatened species, and have no adverse effect on designated critical habitat for these species.

Global Climate Change – The Proposed Action will not emit greenhouse gases that would exceed the 25,000 metric ton/year threshold. Trends in climate change will not be affected, nor will climate change have an impact on implementation of the Proposed Action.

Facility Operations & Water Supply - The Proposed Action would not result in changes to Folsom Reservoir operations or Folsom Reservoir's cold water pool volume and therefore, would not have any additional effect on Reclamation's ability to meet downstream fisheries requirements.

Implementation of the Proposed Action does not change hydrology for the water sources included in the Proposed Action. Reclamation is currently operating the overall CVP system to meet all regulatory requirements, downstream water needs, and environmental requirements.

The Proposed Action will not alter Folsom Reservoir water storage or release patterns, or the maximum volume of water to be delivered to the American River Division. The interim contract will provide for the continued delivery of the same quantities of CVP water to the same lands for the same M&I uses that are provided for under existing contracts. Facility operations will not be affected by the implementation of the Proposed Action.

SUMMARY OF ENVIRONMENTAL IMPACTS

The expected environmental effects of the Proposed Action are described in Chapter 3 of the attached EA. The environmental analysis indicated that the Proposed Action meets the purpose and need described in the EA with negligible effects on the human environment.

ENVIRONMENTAL COMMITMENTS

Reclamation is obligated to ensure fulfillment of any environmental commitments prescribed to mitigate or eliminate impacts resulting from implementation of the Proposed Action.

The following commitments are assumed under the Proposed Action:

- A 24-month interim renewal period is considered in the analysis;
- The contract would be renewed for a fourth time with existing contract quantities;
- Reclamation would continue to comply with commitments made or requirements imposed by applicable environmental documents, such as existing biological opinions (BOs) including any obligations imposed on Reclamation resulting from re-consultations;

RECLAMATION

Managing Water in the West

Environmental Assessment

2017 American River Division Interim Water Service Contract Renewal for the City of Roseville

Central California Area Office Folsom, CA



U.S. Department of the Interior
Bureau of Reclamation
Mid Pacific Region
Central California Area Office
Folsom, California

February 2017

Mission Statements

The Department of the Interior protects and manages the Nation's natural resources and cultural heritage; provides scientific and other information about those resources; and honors its trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

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List of Acronyms and Abbreviations

AF	Acre Feet
AFY	Acre-Feet Per Year
BO	Biological Opinion
CVP	Central Valley Project
CVPIA	Central Valley Project Improvement Act
EA	Environmental Assessment
EIS	Environmental Impact Statement
ESA	Endangered Species Act
FWS	United States Fish and Wildlife Service
IRC	Interim Renewal Contract
ITA	Indian Trust Assets
LTO	Coordinated Long-term Operations of the Central Valley Project and State Water Project
M&I	Municipal and Industrial
MFP	Middle Fork Project (owned and operated by PCWA)
NEPA	National Environmental Policy Act
NMFS	National Marine Fisheries Service
Non-Project	Not Part of the Central Valley Project
PEIS	Programmatic Environmental Impact Statement
PCWA	Placer County Water Agency
RPAs	Reasonable and Prudent Alternatives
Reclamation	Bureau of Reclamation
SWP	State Water Project
WFA	Sacramento Water Forum Agreement

Section 1 Introduction

In conformance with the National Environmental Policy Act of 1969 (NEPA), as amended, the Bureau of Reclamation (Reclamation) has prepared this Environmental Assessment (EA) to evaluate and disclose any potential environmental impacts associated with implementing a 24-month interim renewal contract for Central Valley Project (CVP) water in the amount of 32,000 acre-feet per year (AFY) with the City of Roseville (Roseville).

1.1 Background

On October 30, 1992, the President signed into law the Reclamation Projects Authorization and Adjustment Act of 1992 (Public Law 102-575) that included Title 34, the Central Valley Project Improvement Act (CVPIA). In accordance with Section 3404(c) of the CVPIA, Reclamation proposes to execute an interim water service contract. Interim renewal contracts (IRC) are issued under the authority of the CVPIA to provide a bridge between the expiration of the original long-term water service contracts and the execution of the next long-term water service contracts. The water service contract proposed for interim renewal is for the City of Roseville. Roseville has three IRCs previously executed following the expiration of the previous long-term water service contract. Roseville is one of seven contractors within the American River Division of the CVP.

Section 3409 of the CVPIA required that Reclamation prepare a programmatic environmental impact statement (PEIS) before renewing long-term CVP water service contracts. The PEIS, completed in October 1999, is hereby incorporated by reference. The PEIS analyzed the implementation of all aspects of the CVPIA, contract renewal being one of many programs addressed by this Act. CVPIA Section 3404(c) mandated that upon request all existing CVP contracts be renewed. Implementation of other sections of the CVPIA mandated actions and programs that require modification of previous contract articles or new contract articles to be inserted into renewed contracts. These programs include water measurement requirements (Section 3405(b)), water pricing actions (Section 3405(d)), and water conservation (Section 3405(e)). The PEIS evaluated CVP-wide impacts of long-term contract renewal at a programmatic level. Upon completion of contract renewal negotiations, the local effects of long-term contract renewals at the division level were evaluated in environmental documents that tiered from the PEIS.

Environmental documentation covering long-term renewal of American River Division water service contractors was completed in June 2005 (Reclamation 2005) and is hereby incorporated by reference. This documentation evaluated the effects of renewing long-term contracts for Roseville, Placer County Water

Agency (PCWA), Sacramento County Water Agency (SCWA), San Juan Water District (SJWD), Sacramento Municipal Utility District (SMUD), El Dorado Irrigation District (EID), and East Bay Municipal Utility District (EBMUD). The Record of Decision (ROD) for the American River Division long-term renewals was signed on February 28, 2006 (one day prior to the beginning of a new contract year). Three of the seven American River Division contractors, SJWD, EID, and EBMUD were able to execute the long-term contracts prior to the beginning of the new contract year. The remaining Division contractors all had existing contracts in place that allowed for the continued delivery of water in the 2006 water year.

1.1.1 City of Roseville

Roseville has an existing IRC with Reclamation for the delivery of CVP water from Folsom Reservoir. The existing IRC provides for up to 32,000 AFY for municipal and industrial (M&I) uses only. The Roseville service area includes the incorporated city, although two small areas within the city are served by two other water purveyors.

In addition to the IRC, a long-term Warren Act contract was executed with Roseville in November 2006, (expiring in February 2031) to convey up to 30,000 AFY of PCWA Middle Fork Project (MFP) water for diversion at Folsom Reservoir and conveyed through the Folsom Pumping Plant. This Warren Act contract enables Roseville to provide adequate water supplies during peak demand.

In a separate agreement, Roseville conveys up to 4,000 AFY of American River surface water rights held by the SJWD. This water is diverted from Folsom Reservoir through the Folsom Pumping Plant and associated pipelines; Reclamation is not a party to any water purchase agreement between Roseville and SJWD. All water delivered to Roseville is diverted from Folsom Reservoir through the Folsom Pumping Plant and associated pipelines. The water is treated by the Roseville Water Treatment Plant.

Roseville currently operates six groundwater wells, and has plans to construct ten more. The existing wells are capable of delivering a total of approximately 17,500 AFY of water supply if run in full-time. With the construction of the additional wells, Roseville's groundwater facilities would allow for the delivery of up to 43,800 AFY if run on a continuous basis. Roseville's groundwater wells are currently maintained for backup water supply and to improve water supply reliability during drought and emergency conditions (Roseville, 2016).

Roseville's surface water contract entitlements for American River water total 66,000 AFY for direct diversion at Folsom Dam. Additionally, Roseville, as a member of the Sacramento Water Forum, is a signatory to the Water Forum

Agreement¹ (WFA) and has agreed to limit its surface water diversions from the upper American River (upstream of Folsom Dam) to 58,900 AFY during normal/wet years² and 39,800 AFY during drier and driest years³. Per Roseville's contribution to the WFA, Roseville will increase its average and wet year American River diversions from a baseline level of 19,800 AFY to 54,900 AF. In drier years, Roseville will decrease their surface water use from 54,900 AFY to 39,800 AFY and substitute groundwater for surface water along with using reclaimed water for irrigation purposes. Additionally, Roseville will enter into an agreement with PCWA for replacing up to 20,000 AF of water to the American River in drier and driest years, from reoperation of PCWA's MFP reservoirs (Water Forum, 2000).

Roseville has considered numerous methods to reduce the water demand, including conservation and recycling. In 1991, Roseville adopted the Roseville Water Conservation and Drought Management Plan to respond to demand and future drought. Roseville also uses groundwater during dry periods to meet daily peak demands, especially during drought periods. Roseville's participation in the WFA, and access to non-CVP supplies will enable Roseville to meet customer demands in years when CVP allocations are reduced or constrained.

1.2 Action Description

Reclamation proposes to enter into a 24-month IRC with the City of Roseville, an American River contractor, to provide Roseville with an interim CVP contract for up to 32,000 AFY of CVP water for M&I use in Roseville's CVP service area (figure 1). Roseville has three IRCs previously executed following the expiration of the previous long-term water service contract. The Proposed Action is the fourth IRC for Roseville.

¹ The WFA is a purveyor-specific agreement comprised of business and agricultural leaders, citizens groups, environmentalists, water managers, and local governments in Sacramento, Placer and El Dorado counties, to provide a reliable and safe water supply for the region's economic health and planned development to the year 2030; and preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River. This Agreement allows the region to meet its needs in a balanced way through implementation of integrated water management strategies ranging from increased surface water diversion, improving environmental conditions, managing groundwater supplies and meeting customer demands in dry years.

² Years when the projected March through November Unimpaired Inflow into Folsom Reservoir is greater than 1,600,000 AF.

³ Years when the projected March through November Unimpaired Inflow into Folsom Reservoir is less than 1,600,000 AF.

The term of the Roseville IRC would be from March 1, 2017 through February 28, 2019. In the event a new long-term water service contract is executed, the IRC, then-in-effect, would be superseded by the long-term water service contract. Effects of executing the long-term water service contract would be analyzed under a separate environmental document.

There would be no changes to Roseville's CVP service area and no construction is required as part of the Proposed Action. Changes to the CVP service area would be a separate federal action and would be analyzed under a separate environmental document.

The use of contract water for M&I use under the proposed IRC would not change from the M&I purpose of use specified in Roseville's existing IRC.

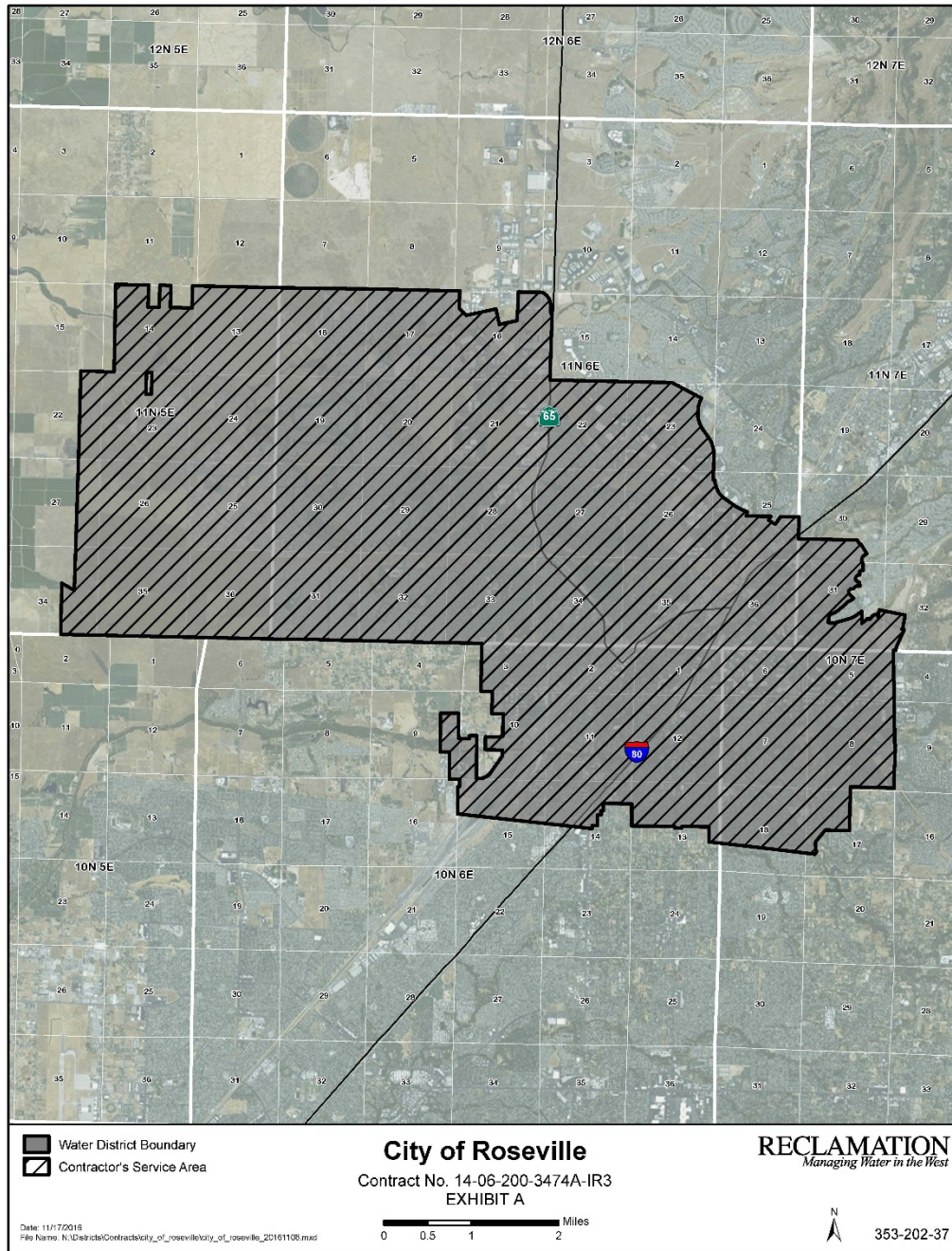


Figure 1: Map of Roseville’s CVP Service Area

1.3 Need for the Proposal

The purpose of the Proposed Action is to execute an IRC to provide a continued contract mechanism for the delivery of CVP water to the City of Roseville until a new long-term water service contract can be executed. The contract also continues

reimbursement to the federal government for costs related to the construction and operation of the CVP.

Section 2 Alternatives Including the Proposed Action

This EA considers two possible actions: the No Action Alternative and the Proposed Action. The No Action Alternative reflects future conditions without the Proposed Action and serves as a basis of comparison for determining potential effects to the human environment.

2.1 No Action Alternative

Under the No Action Alternative, the 2015 IRC between Roseville and Reclamation would expire on February 28, 2017. There would be no contractual mechanism for Reclamation to deliver CVP water to Roseville, and the existing needs of Roseville's customers would not be met through CVP contract supplies; however, Roseville would likely meet service area demands with other sources of non-CVP water as described in Chapter 1 of this document.

Under the No Action Alternative, Reclamation will still divert water under its CVP permits and operate the Project consistent with its Operating Criteria and Plan. Accordingly, water not delivered to Roseville would still be diverted by Reclamation under its permits, and that amount of CVP yield would be used to meet Project purposes.

Reclamation would continue to operate the CVP consistent with all requirements as described in the 2008/2009 BOs from the FWS and National Marine Fisheries Service (NMFS), respectively on the Continued Long-Term Operations of the CVP and SWP. This includes the Reasonable and Prudent Alternatives (RPAs) contained in the 2008/2009 BOs from the FWS and NMFS on the Effects of the Coordinated Operations of the CVP and SWP to species listed as threatened or endangered under the Endangered Species Act (ESA).

2.2 Proposed Action

The Proposed Action is to enter into an IRC with the City of Roseville to facilitate the continued delivery of up to 32,000 AFY of CVP water from Folsom Reservoir. Water associated with this action would be delivered at Folsom Reservoir, which is the point of delivery for Roseville's CVP water (32,000 AFY).

The proposed contract quantity will remain the same as the existing IRC. Water can be delivered under the IRCs in quantities up to the contract total, although reduced quantities may be made available consistent with contract water shortage

provisions in years when water supplies are limited. The terms and conditions of Roseville's IRC are incorporated by reference into the Proposed Action.

In the event a new long-term water service contract is executed under the proposed IRC, the IRC then-in-effect would be superseded by the long-term water service contract, and analyzed under a separate process. For purposes of this EA, the following requirements are assumed under the Proposed Action:

- A 24-month interim renewal period, March 1, 2017 to February 28, 2019, is considered in the analysis;
- The IRC would be renewed with existing contract quantities; and
- Reclamation would continue to comply with commitments made or requirements imposed by applicable environmental documents, such as existing biological opinions (BOs) for CVP system operations including any obligations imposed on Reclamation resulting from re-consultations.

2.2.1 Action Area

The Action Area consists of Folsom Reservoir and the American River from Folsom Reservoir to its confluence with the Sacramento River, and Roseville's service area that uses CVP water as shown in figure 1.

Section 3 Affected Environment and Environmental Consequences

Roseville's CVP contract service area is contained within the American River Division of the CVP along with six other water purveyors. The service area boundary within Placer County where CVP water is served is identified in Appendix A.

This EA considers the potential effects of the IRC on the resources listed below. The analysis contained in the December 15, 2008 and June 4, 2009 BOs, including their RPAs, from the U.S. Fish and Wildlife Service (FWS) and National Marine Fisheries Service (NMFS) respectively, for the *Continued Long-Term Operations (LTO) of the CVP and State Water Project (SWP)* (USFWS 2008, NMFS 2009); and the 2016 LTO EIS and ROD (Reclamation 2016) is incorporated by reference into this document.

Reclamation formed an interdisciplinary team to identify any physical, biological, social, cultural or economic issues that might be affected by the alternatives. The analysis of these resources compares effects of the Proposal to the No Action Alternative. Impacts to the following resources were considered and found to be minor or absent:

- **Indian Trust Assets (ITA):** Indian Trust Assets (ITAs) are legal interests in property or rights held in trust by the United States for Indian Tribes or individual Indians. Indian reservations, Rancherias, and Public Domain Allotments are common ITAs in California. There are no known ITAs in the action area; therefore, the Proposed Action does not have a potential to affect ITAs (See **Appendix C**, Indian Trust Assets Compliance Memo).
- **Indian Sacred Sites:** Executive Order 13007 (May 24, 1996) requires that federal agencies accommodate access to and ceremonial use of Indian sacred sites by Indian religious practitioners, and avoids adversely affecting the physical integrity of such sacred sites on federal lands. Indian sacred sites do not occur at the point of delivery on Folsom Reservoir and the City's service area is not located on federal lands; therefore, the Proposed Action would not affect access to or use of Indian sacred sites on federal lands.
- **Environmental Justice:** The City of Roseville and area near the point of delivery do not constitute low-income or minority communities. The IRC is a continuation of existing conditions and would not adversely change conditions at or near community gathering places, institutions, workplaces, or housing within the place of use or near the point of

delivery. Therefore the action would have no disproportionate effect on low-income or minority communities.

- **Land Use:** According to Roseville’s 2016 General Plan amendment, Roseville is projected to see an increase in population by 2035, as they reach build-out. Because of the sheer number of factors affecting growth trends and the complex interrelationships of these factors, making accurate projections is difficult (Roseville, 2016). Roseville uses up to their full CVP contract, when available, to meet water demands within their service area. Additional demands resulting from increased growth would be met with additional water supplies (non-CVP). Based on planned growth documents and short period of time the IRC will be in place, it is unlikely that Roseville will use this contracted quantity of water to meet growth demands during the time period covered by this analysis. As a result, changes in land use would not be affected by the Proposed Action.
- **Climate Change:** Under the Proposed Action, Roseville would continue to divert CVP water from their point of diversion at the Folsom Pumping Plant, which is generated entirely by hydroelectric power; therefore, there would be no direct emissions from pumping and negligible contributions to emissions from power generation supplying the pumps. Roseville maintains six groundwater wells for emergency backup supplies. These wells are all electrically-powered from hydropower generation. In the event Roseville experiences increased groundwater pumping under the No Action Alternative, there would be no direct emissions from pumping and negligible contributions to emissions from power generation supplying the pumps.
- **Cultural Resources:** By implementing the Proposed Action Alternative, all water will be delivered within existing water service area boundaries utilizing existing water conveyance. The Proposed Action has no potential to cause effects on historic properties pursuant to 36 CFR §800.3(a)(1). See **Appendix B**, Cultural Resources Compliance Memo.

3.1 Biological Resources

3.1.1 No Action

Implementation of the No Action Alternative would mean that the existing IRC with Roseville would expire in February 2017. Roseville would not have a contract mechanism for up to 32,000 AFY of CVP water.

The No Action Alternative assumes that water demands in Roseville's CVP service area would not be met with CVP supplies. Under the No Action Alternative, Reclamation would continue to operate the CVP consistent with all requirements as described in the 2008/2009 BOs from the FWS and NMFS, respectively on the Continued Long-Term Operations of the CVP and SWP. This includes the Reasonable and Prudent Alternatives (RPAs) contained in the 2008/2009 BOs from the FWS and NMFS, respectively on the Effects of the Coordinated Operations of the CVP and SWP to federally listed species.

Actions would continue to be taken to protect sensitive species in the American River including formulation of an annual water temperature management plan for steelhead, the Flow Management Standard for the lower American River, use of CVPIA Section 3406 (b)(2) water supplies to supplement flows in the Lower American River, flow and temperature requirements, and examinations of potential improvements to fish passage and structural temperature control options. There would be no adverse effects to biological resources under the No Action Alternative.

3.1.2 Proposed Action

Impacts to biological resources under the Proposed Action would be identical to conditions under the No Action Alternative. The IRC would provide for the delivery of CVP water in the same quantity to the same lands for the same M&I uses as would be provided under the No Action Alternative. This would be no change from conditions under the existing IRC. Reclamation would continue to operate the CVP consistent with the 2008/09 BiOps, and water deliveries would be made through existing CVP facilities.

The action does not require the construction of any new facilities, the installation of any new structures, or the modification of existing facilities. The water would be placed to beneficial use within the authorized place of use for CVP water from Folsom Reservoir. The potential effects to biological resources occurring within the action area of this Proposed Action have been analyzed in Chapter 9 of the 2016 EIS on the LTO of the CVP and SWP. The impact analysis considered changes in the ecological attributes that affect fish and aquatic resources related to changes in CVP and SWP operations, including: changes in reservoir storage volumes, elevations, and water temperatures in primary storage reservoirs. Potential changes in reservoir storage, elevation and temperature could affect downstream fisheries by changing flow and temperature regimes.

The LTO EIS used modeling data to compare future average monthly hydrologic conditions between alternatives, such as reservoir elevation, storage and temperatures to understand the potential impacts to aquatic resources within the CVP and SWP. This information was compared between each alternative to consider an environmentally preferable alternative to influence positive instream conditions for ESA-listed aquatic species, and to meet downstream water objectives. Reclamation concluded that the environmentally preferable alternative

would be to operate the CVP consistent with the 2008, 2009 BOs and their associated RPAs.

The analysis contained in Chapter 9 of the LTO EIS assumed full contract deliveries of CVP water, including this Proposed Action, in respect to the potential effects on aquatic resources; these results are contained in Table 9.5 (pp. 9-424-9-426) of the LTO EIS (Reclamation, 2016).

Implementation of the Proposed Action would not change biological resources within the Action Area; therefore, the biological resources analysis contained in Chapter 9 of the 2016 EIS on the LTO of the CVP and SWP, which was conducted upon adoption of the 2008/2009 BOs, including their RPAs is incorporated by reference into this document. This action is also in accordance with Section 3404(c) of the CVPIA; in which the Final PEIS and Programmatic CVPIA BO were released in October 1999 and November 2000, respectively. The PEIS addressed the implementation of the CVPIA and the continued operation and maintenance of the CVP (incremental and cumulative effects).

In addition, as part of the essential fish habitat conservation consultation, NMFS analyzed the effects of the Proposed Action on fall-run Chinook salmon in the Lower American River. NMFS identified the primary factors potentially limiting fall-run production within the Lower American River as high water temperatures, reduced flow magnitude, and flow fluctuations. NMFS identified RPAs to alleviate the effects of Folsom Reservoir operations on fall-run Chinook salmon in the Lower American River. The Proposed Action was addressed in the consultation and is subject to the NMFS BO.

Reclamation is currently operating the overall CVP system to meet all regulatory requirements, downstream water needs, and environmental requirements. If the full contract amount was used, water storage and release patterns from Folsom Reservoir may change, but Reclamation would continue to implement all current regulatory actions. The Proposed Action would not result in impacts to biological resources because the CVP would be operated to meet regulatory requirements.

3.2 Facility Operations & Water Supply

3.2.1 No Action

Implementation of the No Action Alternative would mean that the existing IRC with Roseville would expire in February 2017. Reclamation would not enter into an IRC with Roseville. The up to 32,000 AFY of CVP water would not continue to be delivered to Roseville from the existing diversion points at Folsom Reservoir.

Roseville's surface water demand would remain the same as under current conditions and under the Proposed Action Alternative. Reclamation would continue to operate the CVP consistent with all requirements as described in the 2008/2009 BOs from the FWS and NMFS, respectively on the Continued Long-Term Operations of the CVP and SWP. This includes the Reasonable and Prudent Alternatives (RPAs) contained in the 2008/2009 BOs from the FWS and NMFS, respectively on the Effects of the Coordinated Operations of the CVP and SWP to federally listed species. Potential impacts to CVP facilities and CVP operations resulting from the implementation of the 2008/09 BiOps were analyzed in Chapter 5 of the 2016 LTO EIS, and these results are contained in Table 5.115 (pp 5-623-5-624) of the LTO EIS. The findings in this document is hereby incorporated by reference (Reclamation 2016).

3.2.2 Proposed Action

Under the Proposed Action, Reclamation would enter into a two-year IRC with Roseville to provide a contractual mechanism for the delivery of up to 32,000 AFY of CVP supplies from Folsom Reservoir. The 2016 Final EIS for the LTO of the CVP and SWP included analysis to evaluate potential impacts to Folsom Reservoir operations and Reclamation's management of the cold water pool with implementation of Roseville's CVP supply. This analysis indicates that the Proposed Action would not have any changes to cold water pool volume and therefore, would not have any additional effect on Reclamation's ability to meet downstream fisheries requirements. Because the implementation of these water service contracts was found not to affect Folsom Reservoir operations, it is reasonable to conclude that implementation of the Proposed Action would not result in any new effects to Reclamation's operation of Folsom Reservoir or management of the cold water pool, as this is a renewal for ongoing operations within the CVP.

The contract quantity was included in the impact analysis presented in the December 15, 2008 and June 4, 2009 BOs from the FWS and the NMFS, respectively, on the Continued Long-term Operations of the CVP and the SWP. In addition, this action is also in accordance with Section 3404(c) of the CVPIA; in which the Final PEIS and Programmatic CVPIA BO were released in October 1999 and November 2000, respectively. The PEIS addressed the implementation of the CVPIA and the continued operation and maintenance of the CVP (incremental and cumulative effects). The impact assessments for the CVPIA PEIS and the 2008/2009 BOs including the full deliveries, were able to adequately address the hydrologic, operational, and system-wide cumulative conditions expected under the future conditions.

The Proposed Action does not require the construction of any new facilities, the installation of any new structures, or the modification of existing facilities. With implementation of the Proposed Action, CVP reservoir storage and operations, surface water elevations, and release patterns would not change. The Proposed Action would not result in impacts to water resources.

3.3 Cumulative Impacts

According to the Council on Environmental Quality regulations for implementing the procedural provisions of NEPA, a cumulative impact is defined as 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. Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time.

The Proposed Action is a continuation of current CVP water conveyance and implementation of this action would be the continuation of existing conditions. The CVPIA PEIS includes the full contract deliveries in the assumptions regarding future use. By including full deliveries, these impact assessments were able to adequately address the hydrologic, operational, and system-wide cumulative conditions expected under future conditions. The analyses also indicated that future projects, including future water transfer projects, may improve CVP water supply reliability. These types of programs would modify water supply reliability, but not change long-term CVP contract amounts or deliveries from within the historical ranges.

Additionally, full contract deliveries for this Proposed Action were included in the analysis of the 2016 LTO EIS, and is considered to be a continuation of current operations. Reclamation has determined that the Proposed Action has been adequately addressed in the Cumulative Effects analysis for the 2016 LTO EIS. A detailed description of the LTO EIS cumulative effects for water supply is described in Table 5.117 (pp. 5-276-78) of the LTO EIS (Reclamation, 2016).

The Proposed Action, when added to other past, present, and reasonably foreseeable future actions, would not result in additional cumulative effects to the surrounding environment, CVP operations, Folsom Reservoir operations, water supply or hydropower.

Section 4 Consultation and Coordination

This section presents the agencies and parties that were coordinated or consulted with during development of the document, the applicable federal, State and local requirements the project will comply with, and the distribution list.

It is reasonable to assume that the 2008 and 2009 BOs, and proceeding BOs have properly identified and analyzed biological impacts associated with the movement of this water through Folsom Reservoir. Furthermore, the 2008/2009 BOs provided additional analyses for the movement of this water and RPAs developed by NMFS and FWS allowed for continued and ongoing operation of the CVP. Roseville had three IRCs previously executed following the expiration of the previous long-term water service contract. The Proposed Action is the fourth IRC for Roseville. Therefore, renewal of this contract is seen as an administrative action and not a new action that will hinder current operations in managing Folsom Reservoir or the Lower American River.

The 2008 FWS BO and 2009 NMFS BO for the LTO of CVP the CVP and SWP indicates RPAs to ensure that project related effects on protected species and their habitats are ameliorated to the extent possible.

4.1 Public Review Period

Reclamation provided the public with an opportunity to comment on the Draft EA between December 23, 2016 and January 23 2017. Reclamation received comments from the public during the comment period, and a copy of those comments and Reclamation's response to the comments are provided in Appendix C.

4.2 Endangered Species Act (16 U.S.C. § 1531 et seq.)

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

The Proposed Action is consistent with: (1) CALFEDs 2000 Ecosystem Restoration Program Plan (ERPP) and Multi-Species Conservation Strategy (MSCS); (2) the programmatic determinations for the CALFED program, which include California Department of Fish and Wildlife's (CDFW) Natural Community Conservation Planning Act (NCCPA) approval and the 2009 NMFS, 2008 USFWS and 2004/2005 BOs; (3) USFWSs 1997 Draft Anadromous Fish

Restoration Program (AFRP), which identifies specific actions to protect anadromous salmonids; (4) CDFW's 1996 Steelhead Restoration and Management Plan for California, which identifies specific actions to protect steelhead; and (5) CDFW's Restoring Central Valley Streams, A Plan for Action (1993), which identifies specific actions to protect salmonids.

4.3 National Historic Preservation Act (16 U.S.C. § 470 et seq.)

The NHPA of 1966, as amended (16 U.S.C. 470 et seq.), requires that federal agencies give the Advisory Council on Historic Preservation an opportunity to comment on the effects of an undertaking on historic properties, properties that are eligible for inclusion in the National Register. The 36 CFR Part 800 regulations implement Section 106 of the NHPA.

Section 106 of the NHPA requires federal agencies to consider the effects of federal undertakings on historic properties, properties determined eligible for inclusion in the National Register. Compliance with Section 106 follows a series of steps that are designed to identify interested parties, determine the APE, conduct cultural resource inventories, determine if historic properties are present within the APE, and assess effects on any identified historic properties.

Reclamation has considered the potential effects on cultural and historic resources resulting from the Proposed Action. The cultural resources compliance memorandum is contained in Appendix A.

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Section 5 References

City of Roseville (Roseville). June 2016. General Plan 2035.

City of Roseville (Roseville). May 2016. Final 2015 City of Roseville Urban Water Management Plan.

National Marine Fisheries Service (NMFS). June 4, 2009. Biological Opinion on the Continued Long-term Operations of the Central Valley Project and the State Water Project.

Reclamation Projects Authorization and Adjustment Act of 1992 (Public Law 102-575), Title 34, the Central Valley Project Improvement Act, October 30, 1992

U.S. Department of the Interior. Bureau of Reclamation. U.S. Fish and Wildlife Service, Sacramento, California. Central Valley Project Improvement Act Programmatic Environmental Impact Statement, October 1999.

U.S. Bureau of Reclamation (Reclamation). June 2005. Long-term Renewal of the American River Division water service contract.

U.S. Bureau of Reclamation (Reclamation). 2016. Environmental Impact Statement (EIS) on the Coordinated Long-Term Operation of the CVP and SWP.

U.S. Fish and Wildlife Service (USFWS). December 15, 2008. Biological Opinion on the Continued Long-term Operations of the Central Valley Project and the State Water Project.

Sacramento Water Forum. January 2000. Sacramento Water Forum Agreement.

http://www.waterforum.org/wp-content/uploads/2015/09/WF_Agreement_Compiled.pdf

Appendix A: Cultural Resources

Compliance Memo

CULTURAL RESOURCES COMPLIANCE
Division of Environmental Affairs
Cultural Resources Branch (MP-153)

MP-153 Tracking Number: 17-CCAO-038

Project Name: 2017 American River Division Interim Water Service Contract Renewal for the City of Roseville

NEPA Document: EA

NEPA Contact: John Hutchings, Natural Resources Specialist

MP-153 Cultural Resources Reviewer: BranDee Bruce, Architectural Historian

Date: December 13, 2016

Reclamation proposes to enter into a 24-month Interim Water Service Contract (IRC) with the City of Roseville (Roseville), an American River Central Valley Project (CVP) contractor, to facilitate the annual delivery of up to 32,000 acre-feet per year of CVP water for municipal and industrial (M&I) use in Roseville's CVP service area. Roseville has previously executed three IRCs following the expiration of the previous long-term water service contract. This will be the fourth IRC that Reclamation has entered into with Roseville. No new construction or modification of existing facilities will occur in order to complete the Proposed Action.

Reclamation has determined that the proposed action is the type of activity that does not have the potential to cause effects on historic properties pursuant to 36 CFR § 800.3(a)(1). As such, Reclamation has no further obligations under Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108). Based on analysis of the project activities, the proposed action would have no significant impacts on properties listed, or eligible for listing on the National Register of Historic Places.

This document conveys the completion of the cultural resources review and Section 106 process for this undertaking. Please retain a copy with the administrative record for this action. Should the proposed action change, additional review under Section 106, possibly including consultation with the State Historic Preservation Officer, may be required.

Appendix B: Indian Trust Assets

Compliance Memo

Indian Trust Assets Request Form (MP Region)

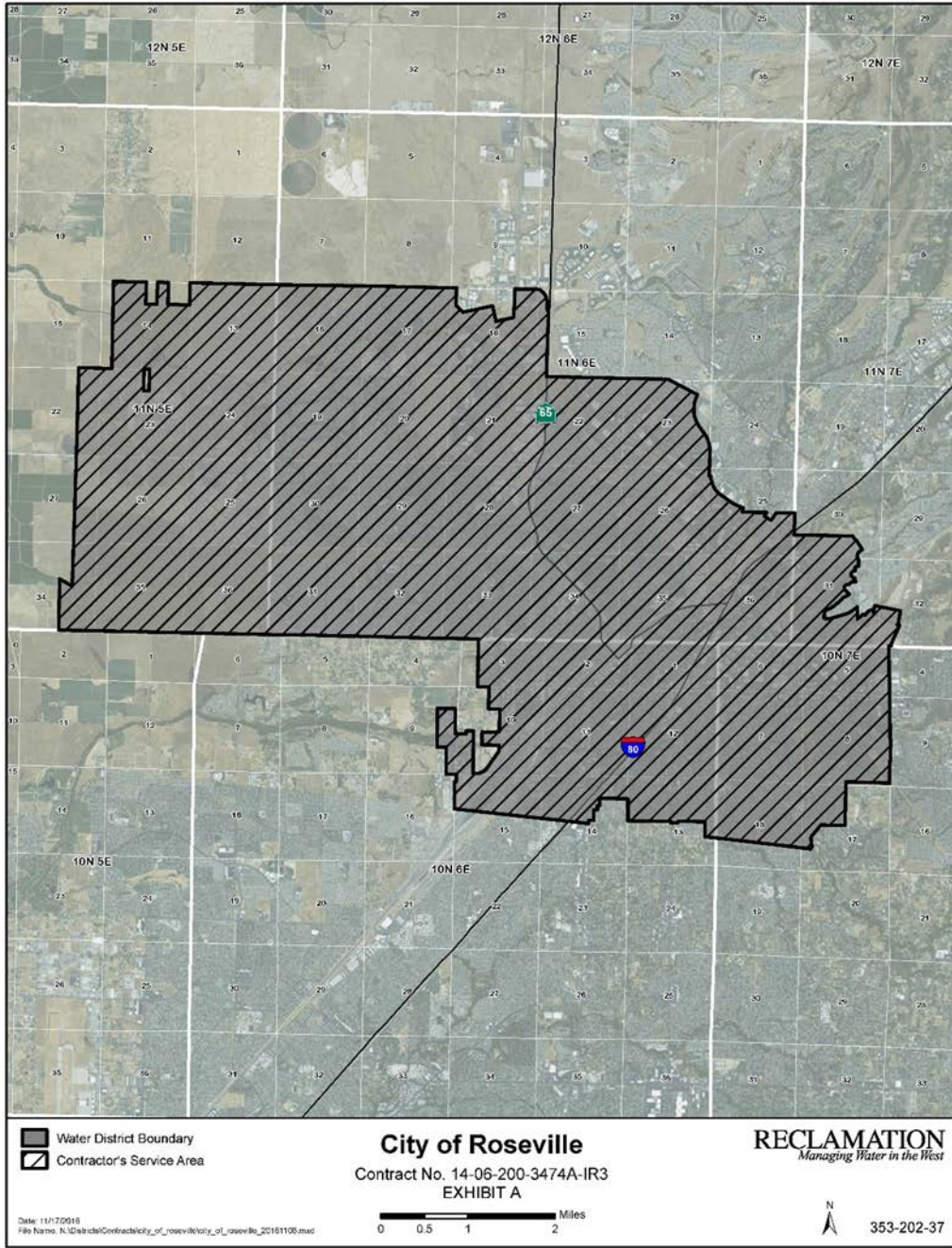
Submit your request to your office's ITA designee Sarah Perrin at sperrin@usbr.gov.

Date: January 25, 2017

Requested by (office/program)	John Hutchings, Central California Area Office
Fund	17XR0680A1
WBS	RX.03538943.3325400
Fund Cost Center	RR02000000
Region # (if other than MP)	
Project Name	2017 American River Division Interim Water Service Contract Renewal for the City of Roseville
CEC or EA Number	FONSI-CC-1603
Project Description (attach additional sheets if needed and include photos if appropriate)	<p>The Proposed Action is to enter into a 24-month (fourth) IRC with the City of Roseville, an American River contractor, to facilitate the annual delivery of up to 32,000 AFY of CVP water for M&I use in Roseville's CVP service area (see map). Roseville has three IRCs previously executed following the expiration of the previous long-term water service contract. The Proposed Action is the fourth IRC for Roseville.</p> <p>The term of the Roseville IRC would be from March 1, 2017 through February 28, 2019. In the event a new long-term water service contract is executed, the IRC, then-in-effect, would be superseded by the long-term water service contract and analyzed under a separate environmental review process.</p>

	<p>No changes to Roseville’s CVP service area and no construction is required as part of the Proposed Action. Any request by Roseville to change its existing service area would be a separate federal action. Separate appropriate environmental compliance and documentation would be completed before Reclamation approves a land inclusion or exclusion to Roseville’s CVP service area.</p>
<p>*Project Location (Township, Range, Section, e.g., T12 R5E S10, or Lat/Long cords, DD-MM-SS or decimal degrees). Include map(s)</p>	<p>City of Roseville, Placer County, California. Attached map includes UTM coordinates.</p> <p>Approximate midpoint Latitude: 38.77914 Longitude: -121.31545</p>

Project Area - City of Roseville, Placer County, CA.



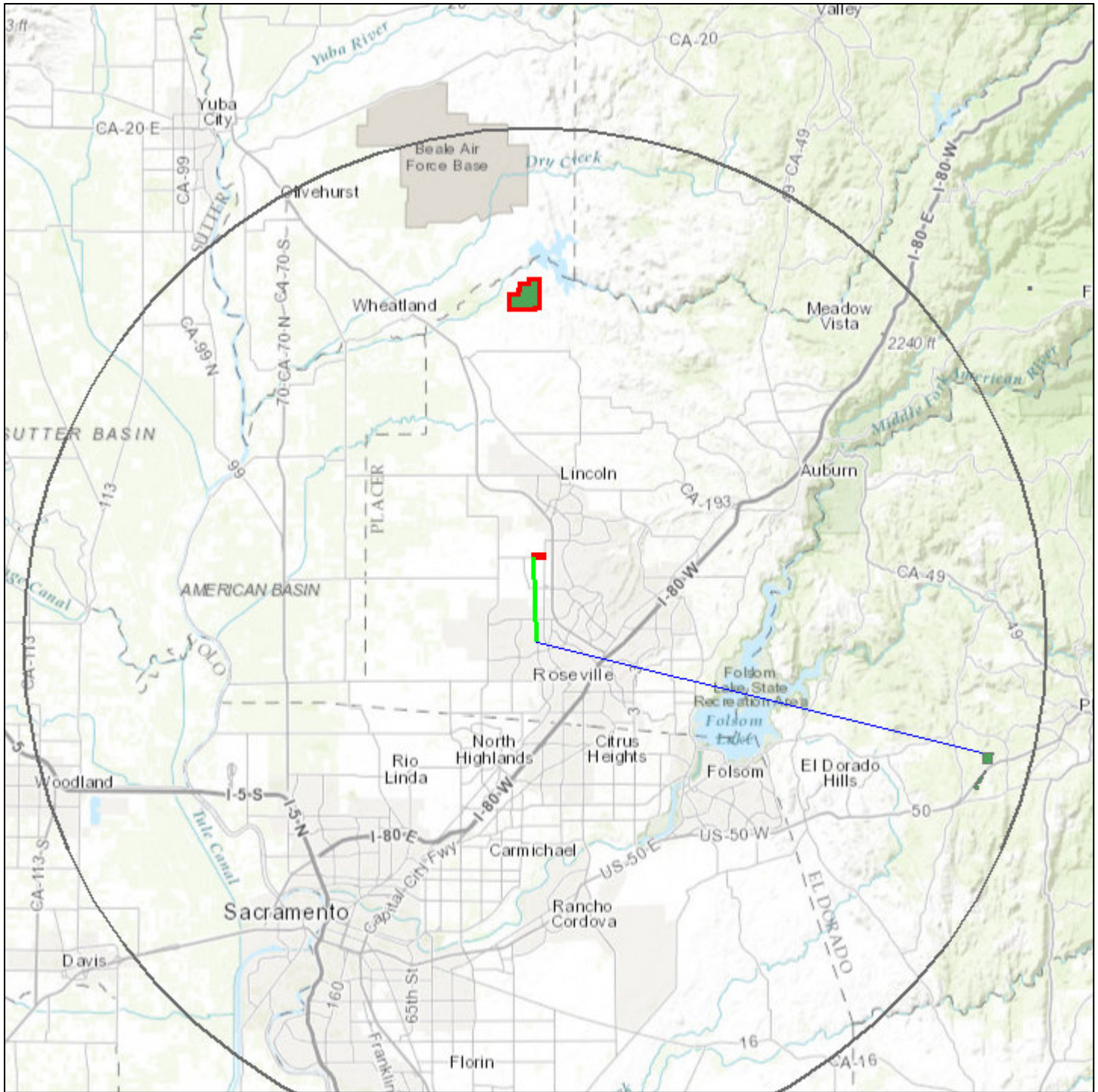
ITA Determination: FONSI-CC-1603

The closest ITA to the proposed **2017 American River Division Interim Water Service Contract Renewal for the City of Roseville** activity is the **Auburn, United Auburn Indian Community of the Auburn Rancheria** about 4.14 miles to the north (see attached image).

Based on the nature of the planned work it **does not** appear to be in an area that will impact Indian hunting or fishing resources or water rights nor is the proposed activity on actual Indian lands. It is reasonable to assume that the proposed action **will not** have any impacts on ITAs.

<u>Sarah Perrin</u>	<u>Sarah Perrin</u>	<u>26 Jan 2017</u>
Signature	Printed name of approver	Date

ITA Map FONSI-CC-1603




Native American Lands FL

PDA

Rancheria


Native American Lands

 <all other values>

 Alaska Native Regional Corporation

 Alaska Native Village Statistical Area

 American Indian Reservation

 Colony



Appendix C: Comments Received and Responses to Comments

Stephan C. Volker
Alexis E. Krieg
Stephanie L. Clarke
Daniel P. Garrett-Steinman
Jamey M.B. Volker (Of Counsel)

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11.211.02

January 20, 2017

VIA EMAIL AND U.S. MAIL

John Hutchings
U.S. Bureau of Reclamation
Central California Area Office
7794 Folsom Dam Road
Folsom, CA 95630
Attn: CC 413
jhutchings@usbr.gov

Re: Comments of Pacific Coast Federation of Fishermen's Associations, San Francisco Crab Boat Owners Association, Inc., Institute for Fisheries Resources and North Coast Rivers Alliance on Environmental Assessment for the 2017 American River Division Interim Water Service Contract Renewal for the City of Roseville

Mr. Hutchings:

On behalf of Pacific Coast Federation of Fishermen's Associations, San Francisco Crab Boat Owners Association, Inc., Institute for Fisheries Resources, and North Coast Rivers Alliance, we submit the following comments on the Bureau of Reclamation's ("Reclamation's") Environmental Assessment ("EA") for the 2017 American River Division Interim Water Service Contract Renewal for the City of Roseville.

The EA is inadequate because it fails to apprise the public of the environmental impacts of approving the interim contract for the City of Roseville. The EA's analysis lacks substance and asserts that the impacts of renewing the interim contract would be the same as the impacts of not renewing the contract without any explanation at all. Further, the EA improperly dismisses consideration of certain impacts, including but not limited to land use and global climate change. Finally, the EA improperly fails to study a reasonable range of alternatives, including but not limited to a reduced-contract-quantity alternative. *No* alternatives were considered. For these reasons, the EA violates the National Environmental Policy Act ("NEPA") and cannot lawfully be approved. Moreover, an Environmental Impact Statement ("EIS") must be prepared.

I. THE INTERIM CONTRACT REQUIRES ENVIRONMENTAL REVIEW

- (A) As PCFFA noted in its prior comment letter, Reclamation improperly failed to provide the public with any opportunity to comment on the interim contract itself, and thereby prevented the public from suggesting alterations to the contracts based upon such environmental review. NEPA requires more. “NEPA imposes obligations on agencies considering major federal actions that may affect the environment. An agency may not evade these obligations by contracting around them.” *Pacific Coast Federation of Fishermen’s Associations v. United States Department of the Interior* (“PCFFA”), 655 Fed. Appx. 595, 598 (9th Cir. 2016).
- (B) The interim contract explicitly states explicitly that it is governed by Reclamation Law, including the Reclamation Act of June 17, 1902 (32 Stat. 388) as amended. The 1902 Act makes clear that “beneficial use shall be the basis, the measure, and the limit of the right” to use water acquired under its provisions. *See* 43 U.S.C. § 372. Reclamation’s boiler-plate incorporation of its prior interim renewal contracts, as is its practice for Central Valley Project (“CVP”) interim renewals, provides little basis for the public to determine whether the City of Roseville has, in fact, met its obligations under existing contracts, including obligations to ensure beneficial use. Absent evidence of beneficial use, Reclamation cannot justify contract renewal at existing quantities.
- (C) The EA falsely implies that Reclamation has no discretion not to renew the interim contract. EA at 1 (“[s]ection 3404(c) mandated that upon request all existing CVP contracts be renewed”). In fact, the Central Valley Project Improvement Act (“CVPIA”) expressly provides Reclamation with the discretion to approve *or* reject interim contracts. *PCFFA*, 655 Fed.Appx. at 598 (“we do not agree with the district court that the . . . CVPIA . . . required Reclamation to enter into the interim contracts”). Reclamation’s false assumption that it had no discretion to reject the Roseville’s interim contract violates NEPA just as the same incorrect assumption did in *PCFFA*. 655 Fed. Appx. at 698.
- (D) By circulating the contracts for public comment *prior to any NEPA review*, Reclamation will continue to harm water quality and quantity and dependent fish and wildlife species in the Bay-Delta and its watershed. Reclamation must conduct the necessary review to determine the significance of those impacts, and to determine whether those impacts necessitate changes to the contract terms. Renewal of the interim contract with the City of Roseville will directly harm fish and wildlife by altering the hydrologic flow patterns in the Delta, adversely affecting the Delta’s salinity barrier, and reducing freshwater flows in the Delta. Reducing the contract quantity or rejecting the interim contract would have environmental benefits that Reclamation must acknowledge. The adverse environmental impacts of Reclamation’s voluntary decision to provide Roseville with CVP water must be analyzed in an Environmental Impact Statement (“EIS”) *prior* to project approval.

II. THE ENVIRONMENTAL ASSESSMENT IS INADEQUATE

- 1) Reclamation's EA violates NEPA in four respects. First, the EA falsely claims that contract approval would have the same environmental impacts as non-approval. More generally, the analysis of the impacts of both the proposed action and the no-action alternative is completely lacking in substance. Second, the EA improperly relies upon an outside EIS to support its conclusions without providing the reader with sufficient information to verify the validity of the EA's assertions. Third, the EA's analysis of land use and global warming impacts is inadequate. Fourth, the EA studies no alternatives, much less the required reasonable range of alternatives.

A. THE ANALYSIS OF THE IMPACTS OF THE PROPOSED ACTION AND THE NO-ACTION ALTERNATIVE VIOLATES NEPA

- 1) The EA's analysis of the environmental impacts of the proposed action and the no-action alternative violates NEPA for two reasons. First, the EA falsely claims that contract approval would have "identical" impacts to the No Action Alternative. This conclusion defies logic. Second, the EA contains no actual analysis of the environmental effects, both beneficial and adverse, of the no-action alternative. For example, the EA contains no analysis of how rejection of the interim contract would improve flows in the Delta, nor does it analyze whether rejecting the contract would cause ground subsidence by prompting more groundwater pumping. Rather than provide information sufficient to inform the public about the environmental impacts of approving the interim contract, the EA repeatedly insists that Reclamation will comply with all regulatory requirements without explaining how doing so will affect the environment.
- 2) The EA falsely claims that the proposed action has the same environmental impacts as the no-action alternative, but it never explains the basis for this untenable conclusion. Continued delivery of CVP water to the City of Roseville will necessarily have different and greater impacts – including but not limited to reduced freshwater flows in the Delta – than the No Action Alternative, which would provide no mechanism for such delivery.
- 3) The EA admits that under the No Action Alternative, "up to 32,000 AFY of CVP water would not continue to be delivered to Roseville from the existing diversion points at Folsom Reservoir," and further concedes that "water demands in Roseville's CVP service area would not be met with CVP supplies." EA at 10-11. Yet the Roseville EA illogically asserts that the no-action alternative would "provide for the delivery of CVP water *in the same quantity to the same lands for the same M&I uses as*" the proposed action. EA at 10. This statement is nonsensical and contradictory and demonstrates Reclamation's failure to take a hard look at the environmental impacts of approving Roseville's interim contract.
- 4) The minute amount of analysis that the EA does provide is entirely lacking in details and substance and thus improperly prevents "informed decision-making and public participation," in violation of NEPA. *NPCA v. BLM*, 606 F.3d 1058, 1073 (9th Cir. 2009); *Neighbors of Cuddy*

Mountain v. U.S. Forest Service, 137 F.3d 1372, 1379 (9th Cir. 1998) (“some quantified or detailed information is required” for an adequate impact analysis because “[w]ithout such information, neither the courts nor the public, in reviewing the [agency’s] decisions, can be assured that the [agency] provided the hard look that it is required to provide”). For example, the EA’s entire analysis of the impacts that the no-action alternative will have on biological resources consists of a few conclusory claims that if the project is rejected “Reclamation would continue to operate the CVP consistent with all requirements.” EA at 10. There is no analysis of whether rejecting the contract would increase flows in the Delta from current levels, no analysis of what use Reclamation will make of the water if it is not given to Roseville,¹ no analysis of the environmental impacts that Roseville’s alternative water supplies might create, no analysis of how Roseville residents would be affected by a cessation of water deliveries, and no analysis of how rejecting the contract would impact the environment by affecting water levels behind Folsom Dam. There is simply no substantive analysis at all, which violates NEPA.

5) The EA’s analysis of the environmental impacts of the Proposed Action is also inadequate. Rather than provide substantive discussion of the different outcomes that will occur if the interim contract is approved or rejected, the EA simply states that the Proposed Action “would not result in impacts to biological resources because the CVP would be operated to meet regulatory requirements” – even though it *admits* that “[i]f the full contract amount was used, water storage and release patterns from Folsom Reservoir may change.” EA at 11. These conclusory statements provide the public with no information at all about how contract approval will affect the environment. How will changed storage and release patterns affect species in Folsom Reservoir, the American River, and the Delta? Will downstream diverters be affected? What about fishermen? Reclamation does not know, because the EA does not say.

6) The EA also violates NEPA because it fails to account for cumulative impacts. The Delta environment is deteriorating, and species are moving ever-closer to extinction. Reclamation is obliged to analyze how the environmental impacts of current operations are magnified by such conditions. As the Delta’s water quality continues to decline, and its fish and wildlife are pushed closer to extirpation, the impacts of a given quantity of diversions are magnified. The EA completely fails to grapple with these impacts and thus violates NEPA.

¹ If the water is instead given to agricultural water districts south of the Delta, for example, environmental impacts could result because the land underneath such districts is contaminated with pollutants that return to the Delta in return flows when such land is irrigated. If the water is instead put to environmental uses, by contrast, freshwater flows in the Delta would increase. The public is entitled to know the environmental effects of Reclamation’s actions.

B. THE EA IMPROPERLY RELIES UPON THE LONG TERM OPERATION EIS

- 1) Reclamation's EA relies upon the Long Term Operation ("LTO") EIS, prepared to implement the U.S. Fish and Wildlife Service's ("FWS's") and National Marine Fisheries Service's ("NMFS's") Biological Opinions to protect imperiled fisheries resources. But the LTO EIS treated the FWS and NMFS Reasonably Prudent Alternatives to protect those species as the ceiling, and not the floor, for appropriate management actions to prevent the extinction of listed species. Moreover, the LTO EIS does not address the site specific impacts of contract renewal. These site specific impacts, both at the point of delivery *and* at the points of diversion (i.e., the original source such as upper watershed reservoirs) and rediversion (e.g., from storage in Folsom Reservoir), *must be addressed now*. Additionally, the LTO EIS does not examine the alternative of reducing Roseville's deliveries, and incorrectly assumes that Reclamation has no discretion to reject interim contracts. *See PCFFA*, 655 Fed.Appx. at 598 (use of "may" in CVPIA means that interim contract renewal is discretionary). Without examining how the renewal of these contracts operates comprehensively as part of the larger CVP picture, and analyzing the cumulative impacts both directly and indirectly of that diversion and delivery system, and whether these contracts should be modified to more effectively protect imperiled fish and other public trust resources, Reclamation has failed to take the required "hard look" at the impacts of its proposed actions.
- 2) NEPA also forbids Reclamation from satisfying its informational obligations by incorporating outside documents into an EA. *Natural Resources Defense Council v. Duvall*, 777 F.Supp. 1533, 1538-39 (E.D.Cal. 1991) (disallowing incorporation by reference into an EA because (1) 40 C.F.R. section 1508.21, allowing incorporation by reference, applies only to EISs and (2) an EA's conclusions should "be close to self-evident and . . . not require an extended document incorporating other studies"). NEPA requires Reclamation to study the impacts of its actions and expose its conclusions to public scrutiny, not obliquely and opaquely refer the reader to outside documents whose location the reader is not directed to and whose conclusions – let alone data and analysis – are not summarized or provided to the reader.
- 3) Even assuming for the sake of argument the requirements governing incorporation by reference into EISs are also applicable to EAs, Reclamation failed to satisfy them. Putatively incorporated documents must satisfy "three standards: 1) the material is reasonably available; 2) the statement is understandable without undue cross reference; and 3) the incorporation by reference meets a general standard of reasonableness." *Duvall*, 777 F.Supp. at 1539. Because Reclamation's EA neither summarizes the conclusions of the outside documents nor tells the reader where they can be obtained, the incorporation requires undue cross reference and fails the general standard of reasonableness. *E.g.*, EA at 10-11; *cf. Siskiyou Regional Education Project v. Rose*, 87 F.Supp.2d 1074, 1097 (D.Or. 1999) (incorporation impermissible because EA failed to specify which portions of documents it incorporated)

C. THE EA IMPROPERLY FAILS TO CONSIDER ENVIRONMENTAL IMPACTS

The EA only analyzes two categories of impacts – impacts to biological resources, and impacts to facility operations and water supply. The EA’s failure to address growth-inducing impacts and the effects of global warming violates NEPA.

1. Land Use

Water delivered under the proposed interim contract would be used for municipal and industrial uses in Roseville. Increasing the available water supply to Roseville residents has the potential to induce growth and increase Roseville’s population, which could have environmental impacts including but not limited to effects on public services, biological resources, and transportation. Yet the EA fails to analyze any such impacts based solely on the conclusory statement that “it is unlikely that Roseville will use th[e] contracted quantity of water to meet growth demands during the time period covered by this analysis.” EA at 9. Because the EA admits that Roseville “uses up to their full CVP contract, when available, to meet water demands,” it is reasonably foreseeable that providing CVP water to Roseville will *increase* Roseville’s ability to meet its residents’ water demands and thereby *induce growth in Roseville*. By failing to provide any “quantified or detailed information” about this impact, Reclamation violated NEPA. *Neighbors of Cuddy Mountain*, 137 F.3d at 1379.

2. Global Warming

The EA fails to analyze how global climate change will affect the project. Climate change is likely to reduce flows, increase water temperatures even assuming constant flows, reduce dissolved oxygen, increase salinity, reduce the populations of fish species, and, overall, add many more stressors to already compromised Delta fish and wildlife. Yet the EA does not analyze whether and how global climate change will increase the environmental impacts of the proposed interim contract by negatively affecting the environment surrounding it. Reclamation must provide detailed and specific information about the effects of climate change on the Project to enable the public to understand the consequences of its actions. *Neighbors of Cuddy Mountain*, 137 F.3d at 1379.

D. THE EA FAILS TO STUDY A REASONABLE RANGE OF ALTERNATIVES

Reclamation’s EA violates NEPA because it fails to study a reasonable range of alternatives. *PCFFA*, 655 Fed.Appx. at 599 (“Reclamation’s decision not to give full and meaningful consideration to the alternative of a reduction in maximum interim contract water quantities was an abuse of discretion”). “[C]ourts require consideration of a reasonable range of alternatives in environmental assessments as well as in impact statements.” Mandelker, *NEPA*

Law and Litigation, § 10:30; see also *Western Watersheds Project v. Abbey*, 719 F.3d 1035, 1052 (9th Cir. 2013) (agency's failure to consider in detail any "meaningful[ly] differen[t]" alternative impaired its ability to "make an informed decision on a project's environmental impacts"). The EA fails to consider a reasonable range of alternatives; the only alternative is the no-action alternative. A proper range of alternatives would have considered interim contract renewals at amounts less than the current allocation along with nonrenewal of the contracts. Such alternatives would show the environmental and land use impacts of such reductions, giving Reclamation, Congress and the public a proper understanding of the contract renewals' impacts. The EA's failure to provide a reasonable range of alternatives violates NEPA.

III. RECLAMATION MUST PREPARE AN EIS

- (A) "An agency is required to prepare an EIS where there are substantial questions about whether a project *may* cause significant degradation of the human environment." *Native Ecosystems Council v. Forest Service*, 428 F.3d 1233, 1239 (9th Cir. 2005) (emphasis in original); *Western Watersheds Project v. Abbey*, 719 F.3d 1035, 1050 (9th Cir. 2013). When determining if an action may significantly affect the environment, agencies must consider "context and intensity." 40 C.F.R. § 1508.27; 42 U.S.C. § 4332(2)(C). "Context refers to the setting in which the proposed action takes place. . . . Intensity means the severity of the impact," as determined by "up to ten factors" listed in 40 C.F.R. section 1508.27(b). *Ocean Advocates v. U.S. Army Corps of Engineers*, 402 F.3d 846, 865 (9th Cir. 2004). These factors indicate that an action is significant "where it is reasonable to anticipate a cumulatively significant impact." 40 C.F.R. § 1508.27(b)(7). In examining whether an action is significant, agencies must consider "the degree to which the action may adversely affect an endangered or threatened species" or its critical habitat. 40 C.F.R. § 1508.27(b)(9). The presence of just "one of these factors may be sufficient to require preparation of an EIS." *Ocean Advocates*, 402 F.3d at 865.
- (B) Here, at least three of the factors are met, so an EIS is required. First, Reclamation has entirely failed to engage in any substantive analysis of the direct, indirect and cumulative impacts of renewing the interim contract, and has failed to adequately compare the no-action alternative with the proposed action. This omission renders the impacts of contract renewal "highly uncertain," and thus an EIS is required. 40 C.F.R. § 1508.27(b)(5). Second, contract renewal will have potentially significant cumulative impacts in light of the deteriorating condition of the Delta, as discussed above. This further indicates the need for an EIS. 40 C.F.R. § 1507.27(b)(7) ("Significance cannot be avoided by terming an action temporary or by breaking it down into small component parts"). And finally, an EIS is required because contract renewal may have a significant impact on the endangered species living in the Delta. 40 C.F.R. § 1508.27(b)(9). While each of these reasons is independently sufficient to mandate an EIS, they collectively remove all doubt that Reclamation must conduct a thorough analysis of these impacts of contract renewal by preparing such a document. *Ocean Advocates*, 402 F.3d at 865.

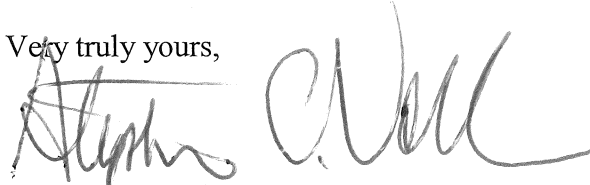
For all of these reasons, Pacific Coast Federation of Fishermen's Associations, San

John Hutchings, U.S. Bureau of Reclamation
January 20, 2017
Page 8

Francisco Crab Boat Owners Association, Inc., Institute for Fisheries Resources, and North Coast Rivers Alliance urge Reclamation to prepare an EIS addressing contract renewal, and to consider modifications to the contracts to better protect California's remaining imperiled salmon and other impacted wildlife and public trust resources.

Thank you for considering our comments on this important matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Stephan C. Volker', written over a horizontal line.

Stephan C. Volker
Attorney for Pacific Coast Federation of Fishermen's
Associations, San Francisco Crab Boat Owners
Association, Inc., Institute for Fisheries Resources and
North Coast Rivers Alliance

City of Roseville 2017 IRC
Response to Comments from Volker Law

I. The Interim Contract Requires Environmental Review

Responses:

- (a) The commenter indicated that Reclamation did not provide the public with any opportunity to comment on the interim contract itself, thus preventing the public from suggesting alterations to the contract based upon such environmental review. Reclamation did however provide the public with an opportunity to comment on the draft contracts for a 60-day period between November 1, 2016 and December 30, 2016. A press release was issued on November 1, 2016 by Reclamation's Mid-Pacific Region's Public Affairs office, and the contracts were made available to the public on Reclamation's website. Reclamation will not sign the Interim contracts until all comments on the related draft Environmental Assessment (EA) have been received and addressed.
- (b) The commenter questions whether Roseville will put its full CVP contract supply to beneficial use. Reclamation's accounting data confirms that the City has existing demand for 32,000 acre-feet per year, and this water will all be put to reasonable and beneficial municipal and industrial uses within the City's authorized service area to meet current and projected demands. Reclamation maintains water accounting information of monthly CVP water deliveries for each CVP contractor. This data is accumulated throughout the water year (March 1 – February 28), and issued to understand the contractor's water needs. Reclamation's water accounting data shows that Roseville has continued to beneficially use up to their full CVP contract amount, when available.
- (c) The commenter states that Reclamation's EA implies that Reclamation has no discretion to not renew the interim contract, and that the CVPIA expressly provides Reclamation with the discretion to approve or reject interim contracts. As described in Section 2.1 of the EA, Reclamation's description of the No Action reads as follows: Under the No Action Alternative, the 2015 IRC3 between Roseville and Reclamation would expire on February 28, 2017. There would be no contract for Reclamation to deliver CVP water to Roseville, and the existing needs of Roseville's customers would not be met through CVP contract supplies. Reclamation would continue to operate the CVP consistent with all requirements as described in the 2008/2009 BOs from the U.S. Fish and Wildlife Service and the National Marine Fisheries Service. The No Action Alternative, as described above, does not imply that Reclamation is left without discretion in regards to not signing the contract.
- (d) Please see Response No. I(a), above, regarding the public review of the draft Interim Renewal Contract. The commenter claims that the review period for the draft Interim Renewal Contract expired before the review period for the EA began. Reclamation

released the EA for public review on December 23, 2016 and that period of review ran through January 23, 2017. Moreover, a NEPA document is deemed timely as long as it occurs before the agency makes any irreversible and irretrievable commitment of resources.

The commenter asserts that Reclamation must prepare an EIS to analyze the impacts associated with the renewal of the Interim Contract for the City of Roseville. NEPA regulations state that no EIS is required when there is no evidence that the contemplated federal action will have any significant effect on the quality of the human environment. "If the agency concludes in the EA that there is no significant effect from the proposed project, the federal agency may issue a finding of no significant impact ("FONSI") in lieu of preparing an EIS. 40 C.F.R. § 1508.9(a)(1) (2000), § 1508.13 ('Finding of no significant impact' means a document by a Federal agency briefly presenting the reasons why an action . . . will not have a significant effect on the human environment and for which an environmental impact statement therefore will not be prepared.)."

The environmental impacts that the commenter identifies, such as "directly harm [to] fish and wildlife by altering the hydrologic flow patterns in the Delta," concern Reclamation's diversion of water and operation of the CVP. These environmental impacts were fully analyzed in the EIS for the Long-Term Operation of the CVP under the Biological Opinions. These environmental impacts are not altered by signing the contract; Reclamation will continue to operate to current regulations with or without a CVP contract with Roseville. The contract authorizes a point of delivery and a recipient, but does not change the permits and laws that allow Reclamation to divert the CVP water supplies.

Reclamation has appropriately limited the scope of the analysis in the EA to the renewal of a contract rather than operation of the CVP, as they are two separate actions, with separate environmental review. In *North Coast Rivers Alliance, et al., v United States Department of the Interior, et al.* (1:16-cv-00307-LIO-MJS Document 52 – Order Granting Request for Voluntary Remand without Vacatur): "The Ninth Circuit affirmed this Court's ruling regarding the geographic scope of the EA:

Plaintiffs contend that the EA's geographic scope was improperly limited to the delivery areas and should also have considered the effects, including cumulative effects, of interim contract renewal on the California River Delta, the source of the water, and on the Delta's fish and other wildlife. This contention lacks merit because the EA was tiered off of the [Programmatic Environmental Impact Statement], which addressed Central Valley Project-wide effects of long-term contract renewal. *See* 40 C.F.R. § 1508.28 (describing tiering). In light of Reclamation's obligation to conduct a more comprehensive analysis in the PEIS, it would be impractical to require the agency to trace the incremental effects of each two-year water service contract on the Delta and all Central Valley Project waters."

The Interim Renewal Contracts establish the terms for the annual delivery of CVP water supplies to the contractor. None of the environmental impacts cited by the commenter are caused by the signing of this Interim Renewal Contract. Consequently, there is no need to perform an EIS to analyze these impacts before signing the contract.

II. The Environmental Assessment is Inadequate

- 1) This comment consists of a conclusory summary of the comments that are set forth in more detail in the remainder of the letter. Please see Responses Nos. II(b)-II(d) for the substantive responses to these comments.

(A) The Analysis of the Impacts of the Proposed Action and the No Action Alternative Violates NEPA

- 1) The commenter claims that Reclamation must prepare an EIS to analyze whether the No Action Alternative would have significant environmental effects, such as by causing ground subsidence due to the Roseville's need to pump more groundwater to serve its existing demands. Consistent with NEPA's implementing regulations, 40 C.F.R. § 1508.9, Reclamation prepared this EA to determine whether the proposed federal action will have a significant effect on the environment and to determine whether preparation of an EIS will be necessary. NEPA defines "effects" as: "(a) Direct effects, which are caused by the action and occur at the same time and place, and (b) Indirect effects, which are caused by the action and are later in time or farther removed in distance, but are still reasonably foreseeable." By definition, impacts to the environment that may result from the No Action Alternative are not the type of "effects" that could trigger preparation of an EIS.

- 2) The commenter states that Reclamation's analysis of the environmental impacts of the proposed action and no action alternatives violate NEPA, because the EA implies that both alternatives would yield identical impacts. The commenter also states that the EA does not analyze how the no action alternative may lead to improved Delta flows or increased groundwater pumping. The EA has correctly defined the No Action Alternative as a decision not to renew the City's contract, which would mean that "up to 32,000 AFY of CVP water would not continue to be delivered to Roseville from the existing diversion points at Folsom Reservoir" and "water demands in Roseville's CVP service area would not be met with CVP supplies." In other words, if the contract is not renewed, Roseville would need to find alternative sources of water supply to serve the demand that is currently being met with its CVP supplies. In regards to the assertion of potentially improved Delta flows, please see Response I(D). The EA identifies potential sources of non-CVP water supplies that may be readily available to Roseville in the event of the No Action Alternative, one of those being groundwater supplies. Roseville also has a Warren Act contract for 30,000 AF for conveyance of PCWA's MFP water. Reclamation does not state that

Roseville would fully utilize their groundwater resources in the no-contract scenario. If the contract is renewed, CVP water will be used to meet those demands. Under either the No Action Alternative or the proposed action, the same quantity of water will be needed to serve the same lands with the same existing M&I uses.

The EA correctly defines the effects of the No Action Alternative in comparison to those of the Proposed Action Alternative. Roseville's surface water demand would remain the same as under current conditions and under the Proposed Action Alternative. Reclamation would continue to operate the CVP consistent with all requirements as described in the 2008/2009 BOs from the FWS and National Marine Fisheries Service (NMFS), respectively on the Continued Long-Term Operations of the CVP and SWP. This includes the Reasonable and Prudent Alternatives (RPAs) contained in the 2008/2009 BOs from the FWS and NMFS on the Effects of the Coordinated Operations of the CVP and SWP to species listed as threatened or endangered under the Endangered Species Act (ESA) Thus, the commenter's assumption that, under the No Action Alternative, Reclamation would use the additional water for instream flows or Delta outflows is not correct. Under the No Action Alternative, Reclamation would not sign the contract and thus would not be able to deliver this amount of CVP yield to the City, but, consistent with its permits and its other legal obligations, Reclamation would still divert the same amount of water to meet Project purposes.

3) The commenter states the EA illogically asserts that the no action alternative would provide for the delivery of CVP water in the same quantity to the same lands for the same M&I uses as the proposed action. Please refer to Response II(b).

4) The commenter states that the EA is entirely lacking in details and substance and thus improperly prevents "informed decision-making and public participation," in violation of NEPA. The commenter further states that the EA is lacking in analysis of whether rejecting the contract would increase flows in the Delta from current levels, or no analysis of what use Reclamation will make of the water if not given to Roseville. The proposed action is the renewal of an existing water service contract. The renewal proposes to deliver the same amount of water, to the same user, for the same uses, as the previous contracts. Deliveries to Roseville under the existing contract are made consistent with all regulatory requirements that apply to the operations of the CVP; these regulatory requirements ensure that CVP operations protect biological resources and have been addressed in the LTO EIS and biological opinions. The proposed action will not result in any new impacts to biological resources.

5) The commenter states that the analysis of environmental impacts associated to the Proposed Action is inadequate because Reclamation has failed to

provide a substantive discussion of the different outcomes that will occur if the contract is approved or rejected. The proposed action is the renewal of an existing water service contract. Please paragraph 4 of Response I(d) in regards to the scope of Reclamation's analysis. The comment confuses the proposed action with Reclamation's operation of the CVP and diversion of water pursuant to its water rights permits. Please see Response II(c).

The commenter speculates that, if Reclamation did not renew Roseville's contract, the water could increase Delta flows or released as instream flows. Please see Response II(A)(1) in regards to Reclamation's use of Project water under the No Action Alternative.

6) The commenter incorrectly states that Reclamation failed to account for cumulative impacts, thus discounting the potential impacts to downstream resources. In respect to Response II(e), deliveries to Roseville under the existing contract are made consistent with all regulatory requirements that apply to the operations of the CVP; these regulatory requirements ensure that CVP operations protect biological resources. Potential environmental impacts, including cumulative impacts were fully analyzed in the EIS for the Long-term Operations of the CVP under the Biological Opinions. These environmental impacts are not altered by signing the contract. The contract authorizes a point of delivery and a recipient, but it does nothing to change the permits and laws that allow Reclamation to divert CVP water supplies. None of the environmental impacts cited by the commenter are caused by signing the contract. The cumulative effects that may result from the actual deliveries of this CVP water have already been analyzed in the LTO EIS, which was correctly referenced in the EA.

(B) The EA Improperly Relies on the Long-term Operation EIS

1. The commenter objects to the EA's reference to the LTO EIS. The EA does not seek to incorporate the LTO EIS, because the EA for this proposed contract renewal was not required to evaluate the CVP's operations or the CVP's impacts to biological resources caused by water diversions and deliveries. The EA was simply pointing out that Reclamation has analyzed the environmental effects of CVP operations, including water diversions.

Regarding the analysis of the proposed action in the LTO EIS in respect to the EA for Roseville's IRC: the EA's reference to the LTO EIS points to the effects analysis of full CVP contract deliveries, including Roseville's CVP contract. The EA's reference to the LTO EIS correctly analyzes the site-specific effects and effects to the CVP of full CVP contract deliveries, including Roseville. In respect to the description of the Proposed Action in Roseville's EA, the EA does not imply that Reclamation is without discretion in regards to renewing the contract.

The commenter's citations to PCFFA and CVPIA section 3404 are irrelevant. Regarding the statutory basis for the proposed action, please see Response I(C).

Please refer to paragraph 4 of Response I(d). The commenter states that Reclamation has not examined how the renewal of contracts "operates comprehensively as part of the larger CVP picture." This analysis was undertaken in the CVPIA PEIS, consistent with the direction in Section 3409 of the CVPIA for Reclamation to "prepare and complete a programmatic environmental impact statement" to analyze "the direct and indirect impacts and benefits of implementing this title, including all fish, wildlife, and habitat restoration actions and the potential renewal of all existing Central Valley Project water contracts."

2. The commenter states that NEPA forbids Reclamation from satisfying its informational obligations by incorporating outside documents into an EA. We disagree. Incorporation by reference is allowed for EAs, and was done appropriately here.

(C) The EA Improperly Fails to Consider Environmental Impacts

This comment consists entirely of a conclusory summary of the comments that are set forth in more detail in the remainder of the letter. Please see Responses Nos. IV(b) and IV(c) for the substantive responses to these comments.

1) Land Use

The commenter suggests that: "Increasing the available water supply to Roseville residents has the potential to induce growth and increase Roseville's population, which could have environmental impacts" . . . Please see Response Nos. I(b) and II(e) regarding Roseville's existing water use. Providing water to meet an existing level of demand for water does not facilitate or induce growth, especially when this level of demand (and development) has been planned for in Reclamation's Water Needs Assessment, the City's Urban Water Management Plan and its General Plan.

2) Global Warming

The commenter states that climate change is likely to reduce flows. Reclamation is not aware of any evidence to support this claim; the best available scientific data available to Reclamation states that, over the long term, streamflows will be increased as a result of climate change, due to precipitation falling as rain rather than snow which remains upstream for a longer period of time.

Furthermore, climate change is incremental and occurs over the long-term. The term of this renewal contract is 2 years. During this limited, short-term period, there will not be any significant, measurable environmental changes due to climate change.

(D) The EA Fails to Study a Reasonable Range of Alternatives

The commenter suggests that Reclamation had an obligation to evaluate an alternative that contemplates a reduced amount of water being delivered to Roseville. The proposed IRC is intended to serve as a bridge between the expiration of a previous long-term contract and a new water contract. The IRC for Roseville will provide Roseville the contract mechanism to make full use of their contract for beneficial uses to meet projected service area demands. Reclamation recognizes that Roseville makes full use of their CVP contract and therefore, Reclamation has evaluated two alternatives: the Proposed Action and the No Action Alternative, which is permissible for EAs.

III. Reclamation Must Prepare an EIS

(a) This comment consists of statements of NEPA caselaw. Comment noted.

The commenter states that Reclamation has failed to engage in any substantive analysis of the direct, indirect and cumulative impacts of renewing the interim contract, thus an EIS is required. The proposed action will not have any significant effect on the quality of the human environment. Therefore, Reclamation is not required to prepare an EIS.

(b) The commenter claims an EIS is required. This is not correct because there is no evidence that the proposed action will cause any significant effect on the quality of the human environment. Please see Responses to all previous comments.