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STATE OF CALIFORNIA – THE RESOURCES AGENCY ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF WATER RESOURCES
4[illegible] NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 942360001
(916) 653-5791

July 2, 2007

Curt Aikens
Yuba County Water Agency
1220 F Street
Marysville, California 95901

Proposed Lower Yuba River Accord
State Clearinghouse (SCH) Number: 2005062111

The project corresponding to the subject SCH identification number has come to our attention. The limited project description suggests your project may be an encroachment on the State Adopted Plan of Flood Control. You may refer to the California Code of Regulations, Title 23 and Designated Floodway maps at http://recbd.ca.gov/. Please be advised that your county office also has copies of the Board's designated floodways for your review. If indeed your project encroaches on an adopted food control plan, you will need to obtain an encroachment permit from the Reclamation Board prior to initiating any activities. The attached Fact Sheet explains the permitting process. Please note that the permitting process may take as much as 45 to 60 days to process. Also note that a condition of the permit requires the securing all of the appropriate additional permits before initiating work. This information is provided so that you may plan accordingly. SA4-1

If after careful evaluation, it is your assessment that your project is not within the authority of the Reclamation Board, you may disregard this notice. For further information, please contact me at (916) 574-1249.

Sincerely,

Christopher Huitt
Staff Environmental Scientist
Floodway Protection Section

cc: Governor's Office of Planning and Research
State Clearinghouse
1400 Tenth Street, Room 121
Sacramento, CA 95814

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Encroachment Permits Fact Sheet

Basis for Authority
State law (Water Code Sections 8534, 8608, 8609, and 8710 – 8723) tasks the Reclamation Board with enforcing appropriate standards for the construction, maintenance, and protection of adopted flood control plans. Regulations implementing these directives are found in California Code of Regulations (CCR) Title 23, Division 1.

Area of Reclamation Board Jurisdiction
The adopted plan of flood control under the jurisdiction and authority of the Reclamation Board includes the Sacramento and San Joaquin Rivers and their tributaries and distributaries and the designated floodways.

Streams regulated by the Reclamation Board can be found in Title 23 Section 112. Information on designated floodways can be found on the Reclamation Board's website at http://recbd.ca.gov/designated_floodway/ and CCR Title 23 Sections 101 - 107.

Regulatory Process
The Reclamation Board ensures the integrity of the flood control system through a permit process (Water Code Section 8710). A permit must be obtained prior to initiating any activity, including excavation and construction, removal or planting of landscaping within floodways, levees, and 10 feet landward of the landside levee toes. Additionally, activities located outside of the adopted plan of flood control but which may foreseeable interfere with the functioning or operation of the plan of flood control is also subject to a permit of the Reclamation Board.

Details regarding the permitting process and the regulations can be found on the Reclamation Board's website at http://recbd.ca.gov/ under "Frequently Asked Questions" and "Regulations," respectively. The application form and the accompanying environmental questionnaire can be found on the Reclamation Board's website at http://recbd.ca.gov/forms.cfm.

Application Review Process
Applications when deemed complete will undergo technical and environmental review by Reclamation Board and/or Department of Water Resources staff.

Technical Review
A technical review is conducted of the application to ensure consistency with the regulatory standards designed to ensure the function and structural integrity of the adopted plan of flood control for the protection of public welfare and safety. Standards and permitted uses of designated floodways are found in CCR Title 23 Sections 107 and Article 8 (Sections 111 to 137). The permit contains 12 standard conditions and additional special conditions may be placed on the permit as the situation warrants. Special conditions, for example, may include mitigation for the hydraulic impacts of the project by reducing or eliminating the additional flood risk to third parties that may caused by the project.

Additional information may be requested in support of the technical review of

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your application pursuant to CCR Title 23 Section 8(b)(4). This information may include but not limited to geotechnical exploration, soil testing, hydraulic or sediment transport studies, and other analyses may be required at any time prior to a determination on the application.

Environmental Review

A determination on an encroachment application is a discretionary action by the Reclamation Board and its staff and subject to the provisions of the California Environmental Quality Act (CEQA) (Public Resources Code 21000 et seq.). Additional environmental considerations are placed on the issuance of the encroachment permit by Water Code Section 8608 and the corresponding implementing regulations (California Code of Regulations – CCR Title 23 Sections 10 and 16).

In most cases, the Reclamation Board will be assuming the role of a "responsible agency" within the meaning of CEQA. In these situations, the application must include a certified CEQA document by the "lead agency" [CCR Title 23 Section 8(b)(2)]. We emphasize that such a document must include within its project description and environmental assessment of the activities for which are being considered under the permit.

Encroachment applications will also undergo a review by an interagency Environmental Review Committee (ERC) pursuant to CCR Title 23 Section 10. Review of your application will be facilitated by providing as much additional environmental information as pertinent and available to the applicant at the time of submission of the encroachment application.

These additional documentations may include the following documentation:

- California Department of Fish and Game Streambed Alteration Notification (http://www.dfg.ca.gov/1600/),
- Clean Water Act Section 404 applications, and Rivers and Harbors Section 10 application (US Army Corp of Engineers),
- Clean Water Act Section 401 Water Quality Certification, and
- corresponding determinations by the respective regulatory agencies to the aforementioned applications, including Biological Opinions, if available at the time of submission of your application.

The submission of this information, if pertinent to your application, will expedite review and prevent overlapping requirements. This information should be made available as a supplement to your application as it becomes available. Transmittal information should reference the application number provided by the Reclamation Board.

In some limited situations, such as for minor projects, there may be no other agency with approval authority over the project, other than the encroachment permit by Reclamation Board. In these limited instances, the Reclamation Board

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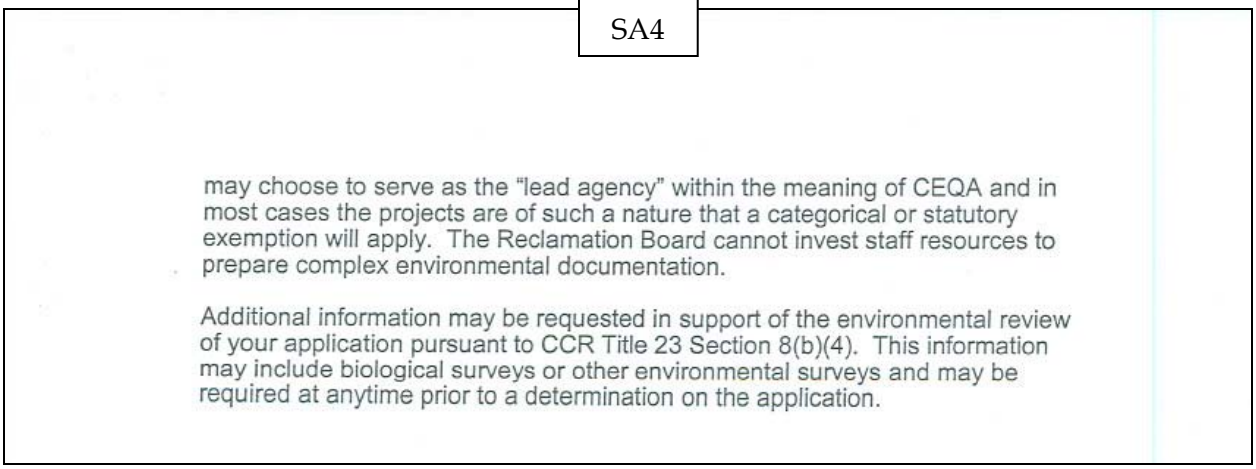

may choose to serve as the "lead agency" within the meaning of CEQA and in most cases the projects are of such a nature that a categorical or statutory exemption will apply. The Reclamation Board cannot invest staff resources to prepare complex environmental documentation.

Additional information may be requested in support of the environmental review of your application pursuant to CCR Title 23 Section 8(b)(4). This information may include biological surveys or other environmental surveys and may be required at anytime prior to a determination on the application.

LETTER SA4: CHRISTOPHER HUITT, CALIFORNIA DEPARTMENT OF WATER RESOURCES (RECLAMATION BOARD)

Response to Comments SA4-1:

This project is not within the authority of the Reclamation Board, so no further response to this comment is necessary.

4.4.3 RESPONSES TO LOCAL AGENCY COMMENTS

LA1

FROST, KRUP & ATLAS
AN ASSOCIATION OF ATTORNEYS
134 WEST SYCAMORE STREET
WILLOWS, CALIFORNIA 95988
TELEPHONE (530) 934-5416
FACSIMILE (530) 934-3508

J. MARK ATLAS JMA@JMATLASLAW.COM CHARLES H. FROST (1912 - 2007)
LEONARD G. KRUP

August 24, 2007

SENT VIA EMAIL: DIANNE.SIMODYNES@HDRINC.COM AND FIRST CLASS MAIL

Ms. Dianne Simodynes
HDR/SWRI
1610 Arden Way, Suite 175
Sacramento, CA 95815

Re: Dry Creek Mutual Water Company
Comments on Proposed Lower Yuba River Accord
Draft EIR/EIS

Dear Ms. Simodynes:

I represent Dry Creek Mutual Water Company, one of the Member Units of the Yuba County Water Agency. I have reviewed the *Proposed Lower Yuba River Accord Draft EIR/EIS* ("EIR/EIS") and have the following comments on behalf of DCMWC.

Chapter 5 – Section 5.2.4

Chapter 5 includes several references to the fact that the Proposed Project/Action "may result in reduced surface water deliveries by YCWA to its Member Units in some years." The EIR/EIS also notes that, "It is assumed that lower surface water deliveries would be offset by greater volumes of groundwater pumping, resulting in no difference in Member Unit water supply." To the extent that groundwater is in fact available in quantities, at a quality, and a price that is comparable to YCWA surface supplies, the assumption is probably correct. A key component of the assumption, and of DCMWC's support of the Accord is based on the further assumption that DCMWC and its waterusers will not suffer any long term adverse physical or economic impact resulting from implementation of the Accord. In this regard, DCMWC is participating in negotiations with YCWA of a conjunctive use agreement that is intended to offset, both in terms of water quantity and cost, the reduction in YCWA surface water deliveries resulting from implementation of the Proposed Project/Action.

LA1-1

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LA1

Dianne Simodynes
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Section 10.3.1.5

DCMWC is one of the Member Units that receives YCWA water deliveries through the South Canal. As such, DCMWC has a direct interest in the ongoing work to determine the feasibility of a new fish screen. The inquiry is a lengthy and complex one due in large measure to the physical conditions on the south bank of the Yuba River. DCMWC is cautiously optimistic that a feasible project will be identified. Nonetheless, we recommend that the fourth sentence of the second paragraph of this section be modified to read as follows:

> Under this letter agreement, CDFG and YCWA, in coordination with environmental and fisheries interests and the local irrigation districts and mutual water companies that receive their water supplies through the South Canal, will collaborate on development and implementation of a plan, if the parties determine that a plan is physically and economically feasible and that they can secure the necessary funding, to construct a new fish screen at the head of this canal that will comply with applicable federal and state fish screen criteria, and that will assure the continuation of water diversions to the Member Units.

LA1-2

Thank you for considering our comments.

Sincerely yours,

J. MARK ATLAS

JMA/kks

cc: DCMWC
Dan Wolk

LETTER LA1: J. MARK ATLAS, ATTORNEY, DRY CREEK MUTUAL WATER COMPANY

Response to Comment LA1-1:

In Section 5.2.4., the CEQA Yuba Accord Alternative is compared to the CEQA No Project Alternative. As the first sentence of this section states, surface-water allocations to Member Units would be higher under the CEQA Yuba Accord Alternative than under the CEQA No Project Alternative (see Response to Comment LA2-5). However, if groundwater-substitution transfers occur as contemplated in the Draft EIR/EIS, then actual surface-water deliveries to Member Units would be lower under the CEQA Yuba Accord Alternative.

In this case, the physical and economic impacts of the additional groundwater pumping for the Yuba Accord would be addressed and fully mitigated in the Conjunctive Use Agreements. If the groundwater-substitution transfers do not occur, then the additional groundwater pumping and associated impacts also will not occur. Under the CEQA Existing Condition (described in Section 2.1.1.5 on pages 2-10 through 2-12 of Chapter 2 in the Draft EIR/EIS), groundwater substitution transfers have occurred at sustainable levels. Implementation of the Yuba Accord Alternative, including the Accord's Conjunctive Use Agreements, would continue to exercise

the aquifer at sustainable levels and would be limited to the aquifer's safe yield (see Response to Comment LA2-2). The differences in the patterns and volumes of groundwater extraction between the CEQA Existing Condition and the Yuba Accord Alternative are described in the Draft EIR/EIS, Chapter 6, and are presented in detail in Appendix F2.

During the implementation of groundwater substitution transfers under the Yuba Accord Alternative, YCWA would participate in close monitoring of the groundwater basin. During the implementation of the Yuba Accord Alternative, if monitoring results indicate any potential short-term significant impacts, YCWA would implement a rapid response program to mitigate the impacts. Under the Yuba Accord Alternative, YCWA also would implement the adaptive management program for future planning of transfers based on the changing conditions of the basin during previous transfers. The adaptive management program would change the location and volume of transfer pumping to avoid adverse impacts to the basin and other groundwater users in the basin (see Response to Comment LA2-2).

Response to Comment LA1-2:

While YCWA supports the goals described in the proposed additional text in this comment, YCWA cannot guarantee that these goals will be achieved, because of uncertainties regarding future funding and future legal and regulatory requirements. The requested modifications to this text therefore have not been made.

LA2

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MINASIAN, SPRUANCE, MEITH, SOARES & SEXTON, LLP
ATTORNEYS AT LAW
A Partnership Including Professional Corporations

1681 BIRD STREET
P.O. BOX 1679
OROVILLE, CALIFORNIA 95965-1679

PAUL R. MINASIAN, INC.
JEFFREY A. MEITH
M. ANTHONY SOARES
DAVID J. STEFFENSON
DUSTIN C. COOPER

WILLIAM H. SPRUANCE, Of Counsel

MICHAEL V. SEXTON, Of Counsel

TELEPHONE: (530) 533-2885

FACSIMILE: (530) 533-0197

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VIA FAX (916) 569-1001 (11 pgs.)

Dianne Simodynes
HSR/Surface Water Resources, Inc.
2031 Howe Avenue
Sacramento, California 95825
ATTN: Proposed Yuba Accord NOP

Re: Comments of Cordua Irrigation District on Proposed Yuba Accord Draft Environmental Impact Report/Environmental Impact Statement

Dear Ms. Simodynes:

I. The Draft EIR Does Not Include a No Groundwater Pumping Alternative. An Agency Providing for the Preparation of an EIR must Provide a Reasonable Range of Alternatives to the Proposed Project.

This EIR considers no alternative in which groundwater pumping is halted if local impacts would occur and it places the interests of the Export users above the interests and protection of the overlying landowners within Yuba County from significant environmental impacts. This is counter to the YCWA Act, the County of Origin laws and is not in accordance with the place of use transferred by the State Filing upon which the Bullards Bar Project is based. LA2-1

An EIR must contain a range of alternatives to permit a reasoned choice. CEQA Guidelines Section 15126.6 subdivision F. It must include alternatives that the lead agency determines could reasonably attain most of the basic objectives of the project. (CEQA Guidelines 15126.6(f)). NEPA is clear that a federal agency may not narrow its view to the project it envisions but must in the EIS expand the alternatives to include other ways to accomplish the project's aim. (*EDF v. Corps of Engineers* (5th Cir. 1974) 492 F.2d 1123, 1135).

Here, no alternatives of curtailing groundwater pumping if certain groundwater

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conditions in Yuba County evidencing over-pumping or impacts to domestic wells are included. No alternative of curtailing the export of groundwater to the purchasers are included if groundwater conditions within Yuba County result in significant environmental impacts such as localized severe cones of depression and well failures are even considered. This EIR/EIS presumes that the agreement for transfer and purchase of water may not be changed to include such conditions, thus presuming that the uses of the purchasers of water are more important than the uses and avoidance of significant environmental impacts within Yuba County. A reasonable range of alternatives requires that it not be presumed that only the amounts of water under the drought conditions demanded by the purchasers and only the amounts of money paid to the Yuba County Water Agency are the only alternatives. LA2-1 cont.

A number of decisions have held that an EIR can provide sufficient information and meet legal requirements only if a reasonable range of sizes for a project are considered. (*Village Laguna of Laguna Beach v. Board of Supervisors* (4th Dist. 1982) 134 Cal App 3d. 1022, 1028-1032). An EIR must be sufficiently flexible to consider alternatives, but here the Project Proponents have simply, without the benefit of environmental review or groundwater modeling, concluded that a certain amount of water must by contract be guaranteed to the Export customers regardless of the impacts upon the groundwater aquifers, pumping levels and overlying uses within Yuba County.

II. <u>M&I Uses Through Impacts on Private Wells Are Significant and this EIR/EIS Ignores These Significant Impacts</u>.

The absence of a groundwater model in which the draw-downs and effect on domestic wells in areas adjacent to or within the agricultural pumping areas is also evident and results in failing to identify both significant impacts and alternatives.

There are numerous homes in areas in which agricultural pumping would occur which homeowners depend on private wells for their domestic water use. During the previous substitution transfers, complaints have been received of failing wells and inadequate water for these homes due to declining water levels, yet there is no mention of these impacts on pages 6-9 or these uses. The Agency does not propose to pay the costs of building centralized replacement wells or even one-by-one installing new domestic wells. LA2-2

In areas north of the river, a number of house wells failed and had to be re-drilled and outfitted. The only mention of M&I use in the EIR/EIS is of water pumped by municipal purveyors such as City of Wheatland, Linda County Water District and Olivehurst Public Utility District. In fact, there are hundreds of domestic wells serving households in all of the agricultural area and there is no mention of the fact that in past transfers and groundwater

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pumping which lasted only one year (not the potential three or greater years promised here) of what impacts would arise from the failure of those domestic wells. The passing mention of domestic well failures in other areas on page 6-56 does not describe the potential impacts upon hundreds of private wells over an extended period, and since the amounts pumped in 2001 was far less than potentially possible under this Project, the mention is not legally sufficient.

This is both a failure to describe the baseline environmental conditions property, but also a failure to identify a significant environmental impact, and must be remedied by a Supplemental EIR/EIS. There are many individual homes, buildings and structures so served with documented historical impacts due to much less extensive ground water pumping for transfer than is proposed in this project. These impacts are known to have occurred in the Chicken Hill area near Cordua and Browns Valley and in the subdivisions and rural residential areas to the East of Linda County Water District service area during past transfers. The potential impacts have grown as additional homes have been installed dependent on wells, yet this condition is not even mentioned in the EIR/EIS. The EIR/EIS has to estimate the impacts, present a mitigation plan implemented by the Agency to bring the impacts below significance.

LA2-2 cont.

III. <u>Moving of Well Pumping Is Not Shown to be a Feasible Mitigation Measure or Realistic</u>.

On pages 6-29, the EIR/EIS concludes that monitoring of groundwater conditions as pumping occurs will allow the Member Units and the Agency to alter groundwater pumping if detrimental conditions are observed. Yet the EIR/EIS does not specify, other than moving the pumping to other areas within Yuba County, what would be done for domestic wells and users or provide any evidence that moving well pumping would do anything except cause the impacts to occur in other areas. There is no showing that there are significant electric-powered wells to "move" well water production whin the areas consuming agricultural water. There is no plan as to what "moving" the well pumping would do and into which areas it could be "moved" and why "movement" would not simply cause other significant environmental impacts to affect groundwater users. A reasonable mitigation measure requires that you prescribe where groundwater pumping would be moved to, how that movement would occur and why no significant environmental impacts would arise from that alteration. Where are the 20,000 acre-feet of electric well capacity that will be unused, connected to the electric power grid and ready to serve if impacts are observed in other areas. The obvious absence of a realistic mitigation plan and the refusal to specify the alternative of simply stopping the transfers of water to out-of-County areas if those conditions are observed, evidences that the Project proponents have their mind set and there is no realistic consideration of alternatives and, there is no EIR/EIS which considers alternatives which would avoid potential significant environmental impacts.

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IV. Probability of Dry Conditions Misstates the Baseline and Impact Conditions.

The long-term analysis assumption that there would only be one three-year period in which 180,000 acre-feet of water would be pumped from the underground is counter to CEQA's requirements and a misstatement of the Project's potential environmental impacts and baseline. On page 6-50 the Draft EIR/EIS concludes that no significant environmental impacts would arise from the transfers and pumping to make the transfer possible because even if 180,000 acre-feet were pumped in a three-year period out of six years, the historical groundwater dewatered storage would still be 190,000 acre-feet, which is apparently above the historical groundwater dewatered storage amount.

The historic overdraft in Yuba County represented by 300,000 acre-feet of dewatered storage has been cured. It is not the baseline and there is no right to repeat or approximate the errors of the past. This amounts to a misstatement of the project hydrology and baseline, and precludes proper consideration of alternatives. There is nothing within the Project description or proposed contracts for export of water which states that Yuba County will be able to curtail transfers or flows of water past its contractors' diversions and stop groundwater pumping after three years, nor any condition within the proposed orders and contracts that the maximum amount of ground water pumped and dewatered storage will be limited to 180,000 acre-feet.

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Further, there is nothing in the Appendix documents relative to the Accord or in the Transfer contracts which guarantees that drought conditions will last only for three years or will aggregate a requirement of pumping of 180,000 in any period of consecutive years or non-consecutive years or that dewatered groundwater storage if it exceeds 180,000 acre-feet will result in the Accord flows and transfers being terminated.

If impacts are to be measured, apply pumping of 90,000 acre-feet every year for six or seven years and then describe the impacts because there is nothing in this "Project" which allows pumping to stop in the fourth through sixth years.

Looking at the attached year classifications of historical period years upon the Yuba River and noting that the Agency has the right to provide for curtailment under their contracts with Member Units on the basis of flow year types regardless of the carry-in storage in Bullards Bar Reservoir, the "Project" assumes that the Yuba County Water Agency will not curtail surface deliveries (see EIR/EIS pages 5-6) three out of the six years regardless of water conditions, yet there is no proposal to require that Member Unit contracts be modified to include that condition or that PG&E would agree to these conditions in its operations. Because the "Project" description does not limit groundwater pumping for transfer or Accord flow purposes to the conditions in which groundwater storage dewatering to this level would not be exceeded,

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an EIR/EIS is presented that does not comply with the law because the baseline conditions are constantly changed. If YCWA is proposing, after 180,000 acre-feet of ground water is removed from the aquifer, to stop pumping for three more years, the Project should call for amendment of the Member Unit contracts with these new terms and evidence of PG&E's and the Transferee's agreement to this term.

As can be seen from the attached classification of Yuba River flows from YCWA, Exhibit 14, between 1985 and 1992, an eight-year period, all years were below normal, dry or critical, except for one wet year. In each of the below normal, dry or critical years for seven years, the YCWA, under its Member Unit service contracts, is permitted to terminate all supplemental water deliveries (approximately 84,000 acre-feet) and curtail base supply deliveries up to an additional amount dependent upon the year type. That can be as much as an additional 50,000 acre-feet.

The EIR/EIS must properly describe the project. If the project in this case is to leave the contractual provisions of the Member Units so that they can be required to pump more than 100,000 acre-feet per year for any number of consecutive years or non-consecutive years without limit to the mentioned "maximum" 180,000 acre-feet in any three years and 190,000 acre-feet of dewatered storage, the impacts of an overdrafted groundwater basin and collapse of the local farm economy must be analyzed.

LA2-4 cont.

Instead, the alternative of managing the groundwater pumping is left to the condition that whatever is needed will be pumped to meet binding requirements which are unalterable in regard to fish flows and transfers when, in fact, the Project could easily include an alternative requiring that transfers be curtailed when two dry years are encountered or groundwater storage is measured and meets certain dewatered storage levels.

V. <u>CEQA Requires That the Baseline Conditions Be Properly and Clearly Described. There is No Clear Schedule of How Much Groundwater Each Member Unit Will Pump to Meet its Needs if This Transfer is Approved</u>.

Nowhere does the EIR/EIS state the number of acre-feet which would be required to be pumped from the underground by each of the Member Units assuming no transfers and application of the Decision 1644 flow criteria. Instead, the authors purport to establish the baseline without project condition as a three-year sequential period in which 140,000 acre-feet of groundwater would have to be pumped by irrigators. On page 5-1, the contractual amounts of water available to each Member Unit are set out and the terms of the contracts in which the Agency based upon predicted runoff of the Yuba River on April 1 of each year is permitted to reduce the contractual deliveries to the Member Units. Those Member Units can in turn be

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required to provide for groundwater pumping to replace these supplies curtailed. However, California law is clear that if on April 1 there is available in storage, water sufficient to avoid the reduction of supplies delivered to the County of Origin Member Units, that surface water must be delivered to those Member Units and no deficiency declared. The baseline discussion never, as the SWRCB did in Decision 1644, quantify the amounts of groundwater required to be pumped to meet true project shortfalls in Member Unit deliveries as contrasted with shortfalls due to transfers. CEQA requires this.

The "baseline" discussion never explains, however, the use of the very same model by the SWRCB which conclusions are included within Decision 1644 on pages 119 through 124, and conclude that with a demand of 273,000 acre-feet per year, only two deficiency years out of 71 years occurred in which pumping would have to occur in the range of 80,000 acre-feet occurred and three additional deficiency years of approximately 13,000 acre-feet of groundwater pumping occurred. The SWRCB used a demand of 273,000 acre-feet per year and the author of the EIR/EIS claims that a demand of approximately 305,000 acre-feet in present conditions is required and a projected demand of 340,000 acre-feet is reasonable to project for future demand. It is understandable that different demand assumptions can result in different levels of groundwater pumping under the same model, but here the SWRCB has adopted a decision which includes the model and "official" baseline for the Yuba River. If we are now to adopt a different baseline for determining impacts at least an explanation of the environmental impacts caused by the difference must be included to satisfy CEQA. Instead, the EIR raises the project demands, concludes that a great deal of groundwater will need to be pumped and then contrasts that level of pumping with the "project" level.

LA2-5 cont.

The baseline has been engineered in the case of this EIR to assume that the Agency will be authorized legally in a no project alternative to require groundwater pumping even when its Bullards Bar Reservoir is full, to achieve the three-successive year baseline condition of groundwater pumping in the range of 140,000 acre-feet, in order to show a minimal change of 40,000 acre-feet additional groundwater needs to be pumped to achieve the "Project alternative of transferring water south of the Delta" and utilizing the groundwater basin of Yuba County to support these transfers compared to the no project alterative. This differentiation and alteration of the baseline conditions is misleading and counter to both CEQA and NEPA.

The baseline or project description utilizes a shifting and constantly changing description of present conditions. Water Code section 9407, subsection 5.2(a) provides the Agency with the ability to sell water outside of the County so long as "Member Units' contractual requirements" are met. This means the full contract amounts. However, the contracts of the Member Units provide that no matter how much water is stored in Bullards Bar, the Agency may declare deficiencies and reductions in Member Unit deliveries based upon the then current project runoff

LA2

of the Yuba River. Comparing pumping amounts as if with Bullards Bar full, the Agency can still insist that a Member Unit pump 3/4 of its contracted amount, is misleading and violative of CEQA. The baseline is pumping only when Bullards Bar storage cannot physically deliver full contract amounts with application of Decision 1644 conditions.

The EIR/EIS does not propose to modify the Agency Contracts with its Member Units to remove the hydrology-based authority of the Agency to reduce surface water flows to Member Units and does not explain how much water the Agency would actually be required to deliver to its Member Units if it is to be based upon conditions of "carry-in storage" at Bullards Bar. Instead, it refers to the Member Unit Contracts, the power and authority of the Agency to reduce the surface deliveries based upon projected runoff, regardless of the state of storage in Bullards Bar, and then suggests that the Agency will enter into contracts with the Member Units to pump groundwater. The slippery nature of the description of the baseline and the project itself becomes apparent when the requirements of Water Code section 9407, subsection 5.2C are reviewed in detail.

This section of the YCWA Act requires that for a long-term transfer, the SWRCB find that the water transfer may be made without injuring any legal user of the water. The Member Units are such users. This EIR/EIS does not support the SWRCB making such a finding because the new proposed contracts with the Member Units are not presented as part of the EIR/EIS. Each of the Member Units is entitled to the benefits of the County of Origin law, they are entitled to the benefits as part of the place of use of the Yuba River Project, and entitled to the protection of paragraph 5.2 of the YCWA Act, yet all that the EIR/EIS includes is "the Principles of Agreement" as an Appendix and there is no specification of how the Member Unit contracts would be altered to exclude the ability of the Agency to simply declare deficiencies due to stream runoff and deny the local users entitled to the protection of these laws of the use of surface water.

LA2-5 cont.

A baseline which ignores an adopted decision by the highest administrative agency of the State of California in regard to water and legislative enactments, has to have some legal and factual basis for that rejection. None is given. If it is simply a matter of raising the demand 40,000 acre-feet to approximately 310,000 acre-feet from the reasonable demand figure utilized by the SWRCB, the baseline must be explained. Yet no historic use figures for surface water are provided within the EIR/EIS, instead, the authors rely upon contractual entitlements to delivery of 388,000 acre-feet in Table 5-1. A baseline is not a contractual figure under CEQA; it is a true statement and description of the environmental condition that we will judge the progress and Project impacts against. That baseline currently is full surface water deliveries and small amounts of groundwater pumping in the third year of a drought. The EIR includes none of this information of actual deliveries.

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A purported baseline against which to judge groundwater pumping impacts is put forth on pages 6-33, where the EIR attempts to quantify the worst case groundwater pumping condition as 180,000 acre-feet pumped over a three-year consecutive pumping period (with a three-year pattern of 90,000 TAF for Year 1, 60,000 TAF for Year 2 and 30,000 TAF for Year 3) for the transfer project. The authors suggest that without the Project the maximum three-year pumping amount would be 140,000 acre-feet, but the most groundwater pumped north and south of the river is set forth on Figure 6-17 and Figure 6-14 and is a small fraction of that amount.

The groundwater use baseline also affects the requirement that mitigation conditions be reasonable and achievable. An EIR/EIS must include all reasonable mitigation measures. Here, the County of Origin law, the YCWA law, and the place of use prescribed by the SWRCB as a condition of the Agency water rights all require that the right to use surface water by the Member Units for irrigation have first priority. Yet nowhere is the alternative of providing for curtailment or termination of the transfers to the purchasers of water if groundwater levels fall below certain levels, as an example, or a standard that if the amount of dewatered storage exceeds an amount that can be recharged within three years of non-use (about 100,000 acre-feet), that transfers will cease, even mentioned.

LA2-5 cont.

This "Project" does not consider reasonable mitigation measures that conform to the principles of law providing priority to uses within Yuba County. Instead, it presumes that the environmental risks and harm of over-pumping a groundwater aquifer and the consequential injuries to domestic wells, energy consumption and disruption of the local social and economic network must be put at risk because the purchasers of the water demand a reliable supply. An EIR or EIS which ignores the most obvious alternatives and available mitigation measure and means of preventing environmental harm and does not provide an overriding consideration basis for rejecting that mitigation measure is not legally sufficient

VI. <u>No Groundwater Model. Instead a "Spreadsheet Analysis" Based on Past Overdrafting Is Used. The Assumption That No Harm Results from Doing What Has Been Done Before Is Not Justified</u>.

No groundwater model is available or used because, as was stated on page 6-30, "Yuba concluded that existing models do not adequately account for the hydrogeologic conditions within the Yuba River as represented in 'Summary of Groundwater Conditions Yuba River Basin MWH 2005'". There is no explanation of why this most basic and customary tool could not be used to predict the impacts of the massive changes in water use patterns involving groundwater. Even an explanation by the authors of the EIR/EIS as to why the documented overdrafts in the area north of the river and South of the river would have provided a realistic description of the actions of a basin that recharges a woefully inadequate amount of water each

LA2-6

LA2

Dianne Simondynes, HDR/Surface Water Resources, Inc.
ATTN: Proposed Yuba Accord NOP
Re: Comments of Cordua Irrigation District on Proposed Yuba Accord Draft Environmental Impact Report/Environmental Impact Statement
August 24, 2007

year (about 30,000 acre-feet), but in which it is now proposed to pump up to 180,000 acre-feet in any three sequential years. One would at least expect some explanation of what individual pumpers would be experiencing, how many individual wells for homes in the Linda area and in the unincorporated areas adjacent to the pumping areas north and south would find their domestic wells fail. But these impacts can be apparently ignored because no model exists. "Developing a numerical groundwater model . . . was not deemed necessary, given the accuracy of the empirical data." (EIR/EIS p. 6-31)

LA2-6 cont.

VI. Contention that No Air Quality Impacts Because Pumping Will Be Done With Electric-Powered Wells.

The EIR concludes that 98,000 acre-feet per year can be pumped in Yuba County utilizing electric-powered wells (wells which were electric-powered in 2005). There is no information in regard to how many were fitted with fuel-powered sources after 2005 due to high electric standby charges), and therefore, the conclusion is that no impact to local air quality occurs. (EIR, p.15-15).

There is no information about where these electric-powered wells are today and whether the requirement that only electric power will be utilized will create localized cones of depression that may have significant environmental impacts upon adjoining domestic wells. The Project Description does not include any plan for dispersal of the well pumping other than the Agency says that it and the Member Units will provide for such planning and organization as problems are observed.

LA2-7

The idea of an EIR/EIS is to provide for the details of a project plan and not leave mitigation plans to be developed later. (*Sundstrom v. County of Mendocino* (1988) 202 Cal. App.3rd 296). The mitigation plan to bring impacts from well pumping in order to accommodate transfers should be specified as to how much spacing between wells which are pumped, how much water would be pumped over a certain period and similar implementation principles. Otherwise the "plan" is nothing more than a promise to work on it later . . . an approach rejected in *Sundstrom*.

VII. Conclusion.

We respectfully ask that a Supplemental EIR/EIS be prepared and circulated for comment which would remedy these deficiencies or absences.

LA2-8

Very truly yours,

MINASIAN, SPRUANCE,
MEITH, SOARES & SEXTON, LLP

By _____
PAUL R. MINASIAN

PRM/vlh
cc: Clients

LA2

EXHIBIT S-YCWA-14

TESTIMONY OF STEPHEN GRINNELL, P.E., YUNG-HSIN SUN, Ph.D., AND STUART ROBERTSON, P.E.

YUBA RIVER INDEX:

WATER YEAR CLASSIFICATIONS FOR YUBA RIVER

PREPARED FOR

YUBA COUNTY WATER AGENCY

PREPARED BY

BOOKMAN-EDMONSTON ENGINEERING, INC.

LA2

08/24/2007 17:24 FAX 5305330197 MINASI 011/011

YUBA RIVER INDEX: WATER YEAR CLASSIFICATIONS FOR THE YUBA RIVER

APPENDIX B:
YEARLY COMPARISON OF YRI AND SVI YEAR TYPES

Water Year	YRI Year Type	SVI Year Type
1921	Wet	Wet
1922	Wet	Wet
1923	Above Normal	Below Normal
1924	Critical	Critical
1925	Below Normal	Dry
1926	Below Normal	Dry
1927	Wet	Wet
1928	Above Normal	Above Normal
1929	Dry	Critical
1930	Below Normal	Dry
1931	Critical	Critical
1932	Below Normal	Dry
1933	Dry	Critical
1934	Critical	Critical
1935	Above Normal	Below Normal
1936	Above Normal	Below Normal
1937	Above Normal	Below Normal
1938	Wet	Wet
1939	Dry	Dry
1940	Above Normal	Above Normal
1941	Wet	Wet
1942	Wet	Wet
1943	Wet	Wet
1944	Below Normal	Dry
1945	Above Normal	Below Normal
1946	Above Normal	Below Normal
1947	Dry	Dry
1948	Above Normal	Below Normal
1949	Below Normal	Dry
1950	Above Normal	Below Normal
1951	Wet	Above Normal
1952	Wet	Wet
1953	Wet	Wet
1954	Above Normal	Above Normal
1955	Dry	Dry
1956	Wet	Wet
1957	Above Normal	Above Normal
1958	Wet	Wet
1959	Dry	Below Normal
1960	Below Normal	Dry
1961	Critical	Dry
1962	Below Normal	Below Normal
1963	Wet	Wet
1964	Below Normal	Dry
1965	Wet	Wet
1966	Below Normal	Below Normal
1967	Wet	Wet
1968	Below Normal	Below Normal
1969	Wet	Wet
1970	Wet	Wet
1971	Wet	Wet
1972	Below Normal	Below Normal
1973	Above Normal	Above Normal
1974	Wet	Wet
1975	Wet	Wet
1976	Critical	Critical
1977	Critical	Critical
1978	Above Normal	Above Normal
1979	Below Normal	Below Normal
1980	Wet	Above Normal
1981	Dry	Dry
1982	Wet	Wet
1983	Wet	Wet
1984	Wet	Wet
1985	Below Normal	Dry
1986	Wet	Wet
1987	Critical	Dry
1988	Critical	Critical
1989	Below Normal	Dry
1990	Dry	Critical
1991	Critical	Critical
1992	Critical	Critical
1993	Above Normal	Above Normal
1994	Critical	Critical

Bookman-Edmonston Engineering, Inc. B-1 Yuba County Water Agency

LETTER LA2: PAUL MINASIAN, ATTORNEY, CORDUA IRRIGATION DISTRICT

Response to Comment LA2-1:

This comment argues that the "EIR" (presumably actually meaning the Yuba Accord Alternative) "places the interests of the Export users above the interests and protection of the overlying landowners within Yuba County from significant environmental impacts," and that "the agreement for transfer and purchase of water may not be changed" to limit the pumping of groundwater from the Yuba Basin, even if such pumping were to cause significant impacts on local groundwater users.

These arguments are incorrect for several reasons.

First, as shown in Table 6-4 of the Draft EIR/EIS, under the CEQA Yuba Accord Alternative, the estimated average annual groundwater pumping from the Yuba Basin for the 73-year period of hydrological record would be 28 TAF/year. This amount is slightly less than the estimated average annual recharge to the basin of 30 TAF/year, so it unlikely that the CEQA Yuba Accord Alternative would cause any long-term adverse impacts on groundwater storage in the Yuba Basin. The recharge rate of 30 TAF/year is based on the assumptions listed on pages 6-32 and 6-33 of the Draft EIR/EIS.

Second, the Water Purchase Agreement would not require YCWA to implement groundwater-substitution programs at the pumping levels described in the Draft EIR/EIS.

The only two types of groundwater pumping that would have to occur under the Yuba Accord Alternative would be pumping to make up for shortages in surface-water deliveries to Member Units and 30 TAF of groundwater-substitution pumping for Components 2 and 3 water in Schedule 6 water years, which are predicted to occur about 4 percent of the time (see Fisheries Agreement, Section 5.1.3 and Exhibit 6; Draft EIR/EIS, Appendix B, pages B-24, B-64). Under the Yuba Accord Alternative, the estimated average annual pumping to make up for shortages in surface-water deliveries to Member Units would be about 3.7 TAF/year, and the estimated average annual groundwater-substitution pumping for Schedule 6 years would be about 1.2 TAF/year. The annual average pumping for these two types of groundwater pumping therefore would total 4.9 TAF/year, which is far less than the Yuba Basin's average annual recharge of 30 TAF/year.

YCWA also normally would supply 15 TAF of Component 2 water in Dry Years and 30 TAF of Component 2 water in critical years, and up to 40 TAF of Component 3 water in certain types of Dry and Critical Years (see Water Purchase Agreement, Sections 6.A, 7.A; Draft EIR/EIS, Appendix B, pages B-164, B-166). While YCWA would provide some of these types of water from its surface-water supplies, groundwater-substitution pumping would be used to provide the remainders. It is estimated that the additional groundwater pumping for this purpose (above the groundwater-substitution pumping of 30 TAF/year in Schedule 6 years) would average about 12.5 TAF/year. This pumping, combined with the pumping described in the preceding paragraph, would total 17.4 TAF/year (4.9 + 12.5 = 17.4), which still would be significantly lower than the Yuba Basin's average annual recharge of 30 TAF/year.

Moreover, YCWA's commitments to provide Components 2 and 3 water would be subject to Section 11 of the Water Purchase Agreement, and Subsection 11.C of that proposed agreement provides that YCWA will comply with Exhibit 3 of the Water Purchase Agreement (see Draft EIR/EIS, Appendix B, page B-172). Although Exhibit 3 had not been prepared when the Draft EIR/EIS was circulated, it now has been prepared and is in Appendix M2 of the Final EIR/EIS.

Under Part 2 of this Exhibit 3, YCWA will not pump groundwater to supply Component 2 or Component 3 water if doing so would require more groundwater pumping than YCWA and the Member Units determine is acceptable in any year. Thus, if the difference between the average annual recharge of 30 TAF/year and the contemplated pumping of 17.4 TAF/year described above were to turn out to be insufficient to protect the Yuba Basin's groundwater storage, then YCWA would reduce its groundwater pumping to supply Components 2 and 3 water, and instead would use its surface-water supplies as necessary to supply this water.

The remainder of the predicted groundwater pumping that is described in the Draft EIR/EIS would be for Component 4 water under the Water Purchase Agreement, and YCWA would not be required to supply any of this water (see Water Purchase Agreement, Section 8.A.1; Draft EIR/EIS, Appendix B, page B-168). Instead, the amount of Component 4 water, if any, that YCWA would provide under the Water Purchase Agreement each year would be determined by YCWA and participating Member Units on a year-by-year basis, considering local groundwater conditions at that time. If supplying such water would have significant impacts on local users that could not be mitigated, then YCWA and the participating Member Units would not supply that water. The Water Purchase Agreement therefore is structured so that YCWA and participating Member Units would evaluate Yuba Basin groundwater conditions each year and set the amounts of groundwater pumping at levels that would not cause overdrafts of or significant impacts to the basin. Contrary to the arguments in this comment, under the Yuba Accord Alternative YCWA would not place "the interests of the Export users above the interests and protection of the overlying landowners within Yuba County for significant environmental impacts." The Yuba Accord Alternative actually would prioritize the interests of the landowners in Yuba County that use groundwater from the Yuba Basin.

Table LA2-1 at the end of these responses provides the year-by-year information that supports the annual averages discussed in the preceding paragraphs. The column of Table LA2-1 titled "For Local Surface-Water Delivery Shortages" lists the estimated amounts of groundwater pumping that would be necessary to make up for shortages in surface-water deliveries under the CEQA Yuba Accord Alternative under a repeat of 1922-1994 hydrological conditions. This column shows that the pumping for this purpose would average 3,701 acre-feet (AF) per year under the Yuba Accord Alternative, which is rounded to 3.7 TAF/year in the discussion above. The column of Table LA2-1 titled "Component 2 and 3 for Schedule 6 Requirement" lists the estimated amounts of groundwater-substitution pumping that would be necessary under the Yuba Accord Alternative for Schedule 6 years. This column shows that the pumping for this purpose would average 1,233 AF/year, which is rounded to 1.2 TAF/year in the discussion above. The column of Table LA2-1 titled "Additional Component 2 and 3" lists the estimated additional amounts of additional groundwater pumping for Components 2 and 3 water above the groundwater-substitution pumping 30 TAF/year in Schedule 6 years. This column shows that pumping for these purposes would average 12,519 AF/year, which is rounded to 12.5 TAF/year in the discussion above. The column Table LA2-1 titled "Component 4" lists the estimated amounts of groundwater pumping for Component 4 water. This table shows that pumping for this purpose would average 10,576 AF/year. The column of Table LA2-1 titled "Total Pumping" lists the estimated total amounts of groundwater pumping from the Yuba Basin under the Yuba Accord Alternative. The numbers in this column are the sums of the corresponding numbers in the preceding four columns of Table LA2-1. The last column of Table LA2-1 shows that the estimated total groundwater pumping would average 28,029 AF/year, which is consistent with the average annual groundwater pumping of 28 TAF/year under the Yuba Accord Alternative in Table 6-4 of the Draft EIR/EIS.

The fact that the total estimated average annual groundwater pumping of 28 TAF/year is less than the total estimated annual Yuba Basin recharge of 30 TAF/year demonstrates that the Yuba Accord Alternative would not be likely to lead to any long-term decline of groundwater levels in the basin. Moreover, as discussed above, YCWA and participating Member Units would reduce or eliminate groundwater-substitution pumping for Component 4 water, and reduce or eliminate groundwater-substitution pumping for Components 2 and 3 water (besides to 30 TAF/year in Schedule 6 years), as necessary to prevent any deleterious short-term declines in groundwater levels in this basin during droughts.

Third, under the third-party impacts plan in Part 3 of Exhibit 3 to the Water Purchase Agreement, YCWA and participating Member Units would mitigate any impacts on third parties that would be caused by groundwater pumping for the Yuba Accord Alternative (see Final EIR/EIS, Appendix M2; see also Mitigation Measure 6-2). Actions that could be taken to mitigate such impacts include deepening the third party's wells or lowering the pump bowls in the well, cessation of groundwater pumping for the Yuba Accord Alternative in the vicinity of the impacted well, and providing a temporary or permanent water supply.

For these reasons, the Yuba Accord Alternative would not have any significant, unmitigated impacts on local users of groundwater from the Yuba Basin. It therefore is not necessary to add the proposed new alternative that is described in this comment.

For a discussion of why groundwater modeling is not necessary here, see response to Comment LA2-6.

Response to Comment LA2-2:

As discussed in the response to Comment LA2-1, the average annual amounts of groundwater pumping that would be required to be pumping under the Yuba Accord Alternative would be substantially lower than the average annual recharge to the Yuba Basin. It therefore is unlikely that implementation of the Yuba Accord Alternative would cause any long-term impacts to, or an overdraft of, the Yuba Basin. As also discussed in the response to Comment LA2-1, under the Yuba Accord Alternative YCWA and participating Member Units would limit the amounts of additional, discretionary groundwater-substitution pumping for Component 4 water, and, if necessary, groundwater pumping for Components 2 and 3 water, to avoid adverse impacts to the Yuba Basin. This comment therefore is incorrect when it states that "[n]o alternative of curtailing the export of groundwater to the purchasers are (sic) included if groundwater conditions within Yuba County result in significant environmental impacts." The Yuba Accord Alternative actually does provide for such curtailments, if they turn out to be necessary.

In 1991, 80 TAF of groundwater-substitution occurred, and groundwater levels in the Yuba Basin at that time were significantly lower than they have been since then. Nevertheless, only a few impacts to residential wells were experienced, and within days of each of these impacts, the impact was mitigated by the participating Member Unit with assistance from YCWA.

The Trainer Hills area, which is located at the edge of the foothills on the eastern side of the basin, consists of a hill that recently was developed into a residential subdivision. Because this development only occurred recently, many of the homes in this area, which rely on individual domestic wells, did not experience the lower groundwater levels that occurred in 1991 or 1994 or the much lower levels that occurred in the 1950s to the 1970s. Several of the new wells in this area were constructed to extend only a short distance into the water table at its level at the time of construction of the well.

Because groundwater levels in this area have been higher in recent years than they were in previous years, and because these domestic wells were not constructed when groundwater was at these lower levels, some of these wells were affected by 2001 groundwater-substitution pumping. The lower groundwater levels caused by this pumping either reduced or eliminated the pumping capacity of some of these domestic wells. In response Cordua Irrigation District, which was the Member Unit conducting the groundwater-substitution program in this area, lowered the pumps in the affected domestic wells or deepened the wells for five residences. As a result of this mitigation, no significant unmitigated impacts to the residents of this area occurred.

For the 2002 groundwater-substitution transfer, residents in this area expressed similar concerns about the potential effects of the transfer on their wells. YCWA and Cordua Irrigation District met with residents and addressed their concerns. To mitigate the impacts of the groundwater-substitution pumping, a surface-water delivery system for residential landscape and pasture irrigation was installed with the assistance of Cordua Irrigation District and a grant from YCWA.

The effects of the 2001 and 2002 transfers on domestic wells are discussed on page 6-56 of the Draft EIR/EIS. During 2001, approximately 61 TAF of groundwater was pumped for the groundwater-substitution transfer. During 2002, approximately 55 TAF of groundwater was pumped for the groundwater-substitution transfer. During these back-to-back transfers, no unmitigated impacts occurred in the Yuba Basin, because YCWA and the participating Member Units immediately responded to, and took actions to fully mitigate, all third-party impacts.

If the Yuba Accord Alternative is approved and implemented, and if any impacts to local groundwater users occur as a result of groundwater pumping for the Yuba Accord Alternative, then YCWA and participating Member Units will take actions similar to the actions similar to the actions that they took during 1991, 2001 and 2002 to fully mitigate any such impacts. This is confirmed by Part 3 of Exhibit 3 to the Water Purchase Agreement (see Final EIR/EIS, Appendix M2) and the new mitigation measure that has been added to address this concern (see Mitigation Measure 6-2).

In addition, YCWA's Groundwater Management Plan (GMP), which YCWA adopted in 2005, includes prevention measures for proper well construction practices in the basin. This GMP specifies the actions that YCWA will take in coordination with Yuba County Department of Health Services, Member Units, and M&I water purveyors to assure proper well construction, including sufficient minimum depths for new domestic wells.

For a discussion of why groundwater modeling is not necessary here, see response to Comment LA2-6.

Response to Comment LA2-3:

Part 2 of Exhibit 3 to the Water Purchase Agreement describes the process that YCWA and participating Member Units would follow each year to determine the amounts and locations of groundwater pumping for the Yuba Accord Alternative (see Final EIR/EIS, Appendix M2). The amounts of pumping that would occur would be limited to the amounts that would not cause significant impacts or otherwise violate the criteria specified in Part 2 of Exhibit 3.

This comment incorrectly asserts that page 6-29 of the Draft EIR/EIS discusses "moving" groundwater pumping. The last sentence on page 6-29 actually states: "*YCWA and its Member Units would adopt an adaptive management program for taking actions that would determine a safe*

pumping volume and pumping location based on the considerations of the basin conditions for groundwater levels and storage, groundwater surface water interactions, groundwater quality, and land subsidence." This process therefore would involve determining safe pumping volumes and locations before the pumping began each year, rather than haphazardly moving pumping, as suggested by this comment.

See response to Comment LA2-2 for a discussion of the actions that YCWA and participating Member Units would take to mitigate any impacts on domestic wells of groundwater pumping under the Yuba Accord Alternative.

Response to Comment LA2-4:

This comment incorrectly describes the assumptions in the Draft EIR/EIS about the maximum amounts of groundwater pumping that could occur under the Yuba Accord Alternative. As discussed in Section 6.2.2 on pages 6-27 to 6-29 of the Draft EIR/EIS, the maximum assumed groundwater pumping under the CEQA Yuba Accord Alternative would be 180 TAF every three years. The maximum groundwater pumping that could occur during a six-year period that is analyzed in the Draft EIR/EIS therefore is 360 TAF (180+180 = 360). Contrary to statements in this comment, the analysis in the Draft EIR/EIS does not assume that, if 180 TAF total pumping occurred during three years, then no pumping would occur during the next three years.

This comment also incorrectly describes the pumping that is discussed on page 6-50 of the Draft EIR/EIS. As shown in Figure 6-19 of the Draft EIR/EIS, the assumed groundwater pumping for the scenario that is analyzed in this figure would total 360 TAF over six years. (90+60+30+90+60+30 = 360). With this pumping and total recharge of 180 TAF (6x30 TAF = 180), the overall decline in groundwater storage would be 180 TAF (360-180 = 180), and storage still would be 190 TAF over the historical low condition.

This comment also suggests that the historical overdraft somehow is the baseline for the groundwater analyses in the Draft EIR/EIS. This is incorrect. The baseline for the analysis that is described on page 6-50 is the 2005 groundwater condition, which is substantially higher than the historical low condition.

This comment argues that there is nothing in the project description or the "proposed contracts for export of water" (presumably referring to the Water Purchase Agreement) that would allow YCWA to curtail water transfers and stop groundwater pumping to avoid significant impacts. This argument is incorrect. As discussed in the response to Comment LA2-1, the Water Purchase Agreement actually would give YCWA considerable discretion to determine how much groundwater to pump for groundwater-substitution transfers, and to limit this pumping and change the locations of pumping as necessary to avoid significant impacts. Later, this comment argues that the Yuba Accord Alternative would involve "binding commitments" to transfer water "which are unalterable in regard to fish flows and transfers." This argument is incorrect. As discussed in the response to Comment LA2-1, the Water Purchase Agreement does not contain any such "binding commitments."

This comment's request for analysis of pumping of 90 TAF every year for six or seven years is not appropriate. Nothing in the Water Purchase Agreement would require YCWA to allow pumping at these rates, and, for the reasons discussed in Section 6.2.2 on pages 6-27 to 6-29 of the Draft EIR/EIS, it is not reasonable to assume that YCWA ever would allow pumping at these rates.

There is no basis for this comment's argument that YCWA's Member Units "can be required to pump more than 100,000 AF/year for any number of consecutive years." Appendix F1 to the Draft EIR/EIS lists the estimated surface-water deliveries to YCWA's Member Units under the various scenarios that are analyzed in the Draft EIR/EIS. Table LA2-1 at the end of these responses lists the estimated amounts of groundwater pumping that would be required to make up for shortages in surface-water deliveries. The data in Appendix F1 and the information in Table LA2-1 demonstrate that large amounts of pumping deficiencies discussed in this comment would not occur under the Yuba Accord Alternative. Similarly, there is no basis for this comment's argument that "collapse of the local farm economy" could occur from implementation of the Yuba Accord Alternative. For these reasons, this comment's argument that the Draft EIR/EIS must consider amendments of YCWA's contracts with its Member Units is incorrect.

Response to Comment LA2-5:

As listed in Table 3-1 on page 3-3, and as discussed on page 3-30, of the Draft EIR/EIS, under the CEQA No Project Alternative, no surface-water transfers would occur, because with the RD-1644 long-term instream-flow requirements in place YCWA would not have any surplus surface-water supplies that could be used for such transfers. Nevertheless, groundwater-substitution transfers still could occur under the CEQA No Project Alternative, because sufficient groundwater would be present in the Yuba Basin for such transfers while maintaining groundwater levels at sustainable levels. Because many of YCWA's Member Units (including Cordua Irrigation District) asked YCWA to administer such groundwater-substitution transfers in the past, the Draft EIR/EIS correctly assumes that such transfers may occur in the future under the CEQA No Project Alternative.

As shown in Table 6-3 on page 6-28 of the Draft EIR/EIS, the Draft EIR/EIS assumes that the maximum groundwater-substitution pumping under the CEQA No Project Alternative would be 140 TAF every three years. Although it is estimated that the Yuba Basin could sustain pumping of up to 180 TAF every three years, no long-term conjunctive-use agreements would be in place under the CEQA No Project Alternative, and, without any such agreements, implementing groundwater-substitution transfers would be institutionally more difficult. Considering these difficulties, the 140 TAF maximum amount was used for the CEQA No Project Alternative because it is similar to the maximum pumping during any historical three-year period. This comment claims that the "most groundwater pumped north and south of the river is set forth in Figure 6-17 and Figure 6-14 and is a small fraction of that amount." This claim is incorrect. The amounts shown in these two figures for 2001 and 2002 total 119.3 TAF for these two consecutive years, so it was reasonable for the Draft EIR/EIS to assume that the maximum amount that could occur during three consecutive years would be 140 TAF.

Because Table 6-4 on page 6-47 of the Draft EIR/EIS just lists the total groundwater pumping volumes under the different scenarios for different water-year types, and because this comment asks about the amounts of groundwater that would have to be pumped to make up for shortages in local deliveries, Table LA2-2 is provided at the end of these comments. This table lists the estimated amounts of groundwater that would have to be pumped to make up for shortages in deliveries of surface water to Member Units, for each year of the period of hydrological record, for the CEQA Existing Condition, the CEQA No Project Alternative and the Yuba Accord Alternative. Because no surface-water transfers would occur under the CEQA No Project Alternative, and because the RD-1644 long-term instream-flow requirements would be in place under this alternative, this table lists the amounts of groundwater pumping that

would be required with no surface-water transfers and with the RD-1644 long-term instream-flow requirements in place, as requested by this comment.

Table LA2-2 shows that groundwater pumping to make up for shortages in deliveries of surface water to Member Units would average 6,219 AF/year under the CEQA No Project Alternative and 3,701 AF/year under the Yuba Accord Alternative. Both of these amounts are considerably less than the average annual Yuba Basin recharge of 30 TAF/year. This comment therefore is incorrect when it states that "a great deal of groundwater will need to be pumped" for local deliveries. Also, these numbers demonstrate that less groundwater pumping to make up for shortage in deliveries of surface water would be required under the Yuba Accord Alternative than under the CEQA No Project Alternative, so this comment's suggestions to the contrary are incorrect. This comment also is incorrect when it states that the CEQA No Project Alternative would "require groundwater pumping even when its New Bullards Bar Reservoir is full." As shown in Table LA2-2, groundwater pumping for shortages would occur only in certain years, and in these years New Bullards Bar Reservoir would not be full. For these reasons, the EIR/EIS does not need to consider the proposed contract modifications that are discussed in this comment.

The demands that were assumed in the hydrological modeling for the Draft EIR/EIS are discussed on pages 5-8 to 5-9 of the Draft EIR/EIS. This comment correctly states that the present total demand of 303,881 AF/year that is listed in Table 5-3 of the Draft EIR/EIS is higher than the demand of 273,000 AF/year that the SWRCB used in its hydrological modeling for RD-1644. Because annual amounts of water used by YCWA's Member Units already have reached almost 300,000 AF/year (see Draft EIR/EIS, page 5-9, Fig. 5-2), use of the 303,881 AF/year total demand rather than the 273,000 AF/year demand for modeling present conditions is correct. Because these historical demands are shown in this figure, this comment is incorrect when it states that "no historical use figures for surface water are provided within the EIR/EIS." Use of the future total demand of 344,736 AF/year also is correct, because this future demand includes projected future deliveries of water to the Wheatland Water District.

Cordua Irrigation District has filed a lawsuit challenging many aspects of RD-1644, including the SWRCB's use of the 273,000 AF/year demand estimate in its modeling of the hydrological impacts of the RD-1644 instream-flow requirements (see Petition for Writ of Mandamus and Complaint for Declaratory Relief and Injunction in *South Yuba Water District, Brophy Water District and Cordua Irrigation District v. State Water Resources Control Board*, Yuba County Superior Court No. 03-0000634 (now consolidated with other cases in San Joaquin County Superior Court No. CV 026505), pages 19-20). This challenge belies this comment's argument that the 273,000 AF/year demand figure should have been used in the hydrological modeling for the Draft EIR/EIS. Moreover, although the SWRCB submitted very extensive comments on the Draft EIR/EIS, the SWRCB did not raise this argument in its comments.

As discussed in the response to Comment LA2-1, under the Yuba Accord Alternative YCWA and participating Member Units would limit the amounts of additional, discretionary groundwater-substitution pumping for Component 4 water, and, if necessary pumping for Components 2 and 3 water, to avoid adverse impacts to the Yuba Basin. This comment therefore is incorrect when it states that "nowhere is the alternative of providing for curtailment or termination of the transfers to the purchasers of water if groundwater levels fall below certain levels." The Yuba Accord Alternative actually does provide for such curtailments, if they are necessary.

This comment also is incorrect when it argues that the Yuba Accord Alternative would put local groundwater users and the local economy "at risk because the purchasers of the water demand a reliable supply." As discussed in the response to Comment LA2-1, groundwater pumping to make up for shortages in deliveries of surface water to Member Units actually would have priority over groundwater-substitution pumping. And, as discussed in the response to Comment LA2-2, YCWA and participating Member Units would have a plan in place to mitigate any impacts of groundwater pumping for the Yuba Accord Alternative on domestic wells.

Response to Comment LA2-6:

This comment states that the Yuba Accord Alternative would involve "massive changes in water use patterns involving groundwater." This statement is not correct. To the contrary, the anticipated groundwater pumping patterns under the Yuba Accord Alternative are similar to the groundwater pumping patterns that have occurred in the past. The Draft EIR/EIS does analyze higher groundwater pumping levels than have occurred in the past, to assure that it has analyzed the "worst case" situation. However, pumping patterns and levels under the Yuba Accord Alternative probably would be similar to the patterns and levels that have occurred in the past.

This comment states that the average annual recharge of 30 TAF/year is "woefully inadequate" compared to the maximum anticipated pumping of 180 TAF in three consecutive years under the Yuba Accord Alternative. This statement ignores the fact that the Yuba Accord Alternative would include measures to ensure that groundwater pumping would not cause an overdraft of, or significant impacts to, groundwater in the Yuba Basin. Under a repeat of the 73 years of hydrology that were analyzed for the Draft EIR/EIS, the need to pump 180 TAF in three consecutive years would occur only once, and these measures would prevent an overdraft or significant impacts during such an infrequent event.

This comment also is incorrect when it states that the potential impacts of the Yuba Accord Alternative on domestic wells have been ignored. See response to Comment LA2-2.

For the reasons discussed on pages 6-30 to 6-31 of the Draft EIR/EIS, it was concluded that the available empirical data and the calculations discussed in Chapter 6 of the Draft EIR/EIS could be used to adequately analyze the potential impacts of the Yuba Accord Alternative and other alternatives on groundwater in the Yuba Basin. Beyond simply arguing that groundwater modeling should have been conducted, this comment does not describe any potential impacts that would have been predicted through such modeling and that are not described in Chapter 6 of the Draft EIR/EIS.

Fundamentally, determining the response of a groundwater basin to pumping stresses using a model involves estimating many parameters and then calibrating the model to observed, historical responses of the basin to these stresses. For any such model, simplifying assumptions and simplified physical relationships must be used because of the variations in and complexity of the basin geology, and the because of the complexities of the interactions of water flows, recharges and pumping extractions. Conversely, the historical occurrences of groundwater pumping from and natural recharge to the Yuba Basin have allowed detailed observations of the relevant parameters in the basin. For example, we know precisely how the basin will respond to and recover from pumping stresses because we have monitoring data from three years of past groundwater-substitution transfers. We also know precisely how the basin will recover from overdraft, because we have been able to observe the recovery that started in 1984

when surface water deliveries began to lands overlying the Yuba South Subbasin. The historical data that were collected during these events can be used to directly and accurately estimate the potential impacts of future pumping events, and this is the approach that was taken in the Draft EIR/EIS. Because a groundwater model would have to have many simplifying assumptions, it could very well have less accuracy in predicting how the basin will respond to future pumping scenarios.

Response to Comment LA2-7:

As discussed in the responses to Comments LA2-1, LA2-2 and LA2-3, Part 2 of Exhibit 3 to the Water Purchase Agreement describes the procedures that would be used under the Yuba Accord Alternative to determine the total amount of water that could be pumped each year without contributing to long-term overdraft and without resulting in significant unmitigated impacts to other groundwater users in the basin (see Draft EIR/EIS, Appendix M2). These procedures also would be used to determine the locations of the groundwater-substitution pumping.

According to a 2005 survey, wells in the Yuba Basin that could be used for a groundwater-substitution program have a total pumping capacity of 98,000 AF/year, approximately 77,500 AF/year of which is for wells with electric pumps (see YCWA unpublished survey, 2005a). The actual annual pumping volumes under the Yuba Accord would be determined through the procedures described in Part 2 of Exhibit 3 to the Water Purchase Agreement (see Final EIR/EIS, Appendix M2). For groundwater-substitution pumping to occur under the Yuba Accord Alternative, each participating Member Unit would have to approve the proposed pumping in its area. Without such approval, the pumping would not occur.

For a discussion of how impacts to domestic wells would be addressed under the Yuba Accord Alternative, see the response to Comment LA2-2.

Response to Comment LA2-8:

Sections 15162 and 15163 of the CEQA Guidelines specify the circumstances when a supplemental EIR is required. However, these guidelines apply only when an EIR already has been certified. They do not apply here, because the Yuba Accord EIR/EIS has not yet been certified. Section 15088.5 specifies the circumstances a draft EIR must be re-circulated before the final EIR is certified. This guideline generally requires re-circulation of a draft EIR when significant new information is added to the EIR after the public notice of availability of the draft EIR for public review has been issued. This guideline states that "significant new information" includes a disclosure that a "feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it." This guideline does not require re-circulation here, because the proposed project would not have any significant impacts on groundwater resources that require the development of a new alternative or new mitigation measures under sections 15126.4 and 15126.6 of the CEQA Guidelines.

Section 1502.9(c) of the CEQ regulations provides that a NEPA lead agency shall prepare a supplement to a draft EIS if the lead agency makes substantial changes in the proposed action that are relevant to environmental concerns or if there are significant new circumstances or information relevant to environmental concerns and bearing on the proposed action or its impacts. This regulation does not require a supplement to the Draft EIR/EIS here.

Table LA2-1. Estimates of Annual Groundwater Pumping During 1922-1994 Hydrological Conditions

Water Year	Yuba River Index Year Type	North Yuba Index	Groundwater Pumping Volumes (AF)				
			For Local Surface-Water Delivery Shortages	Component 2 and 3 for Schedule 6 Requirement	Additional Component 2 and 3	Component 4	Total Pumping
1922	Wet	1	0	0	0	0	0
1923	Above Normal	1	0	0	0	0	0
1924	Extremely Critical	5	54,631	0	37,017	20,931	112,578
1925	Below Normal	2	7,422	0	30,000	0	37,422
1926	Below Normal	2	0	0	30,000	0	30,000
1927	Wet	1	0	0	0	0	0
1928	Above Normal	1	0	0	0	0	0
1929	Dry	4	0	0	69,547	20,453	90,000
1930	Below Normal	2	0	0	55,000	5,000	60,000
1931	Extremely Critical	6	15,175	30,000	0	0	45,175
1932	Below Normal	2	2,062	0	54,000	0	56,062
1933	Dry	3	0	0	64,512	25,488	90,000
1934	Extremely Critical	5	0	0	17,969	18,031	36,000
1935	Above Normal	2	0	0	0	0	0
1936	Above Normal	1	0	0	0	0	0
1937	Above Normal	2	0	0	0	0	0
1938	Wet	1	0	0	0	0	0
1939	Dry	4	0	0	55,000	35,000	90,000
1940	Above Normal	1	0	0	0	0	0
1941	Wet	1	0	0	0	0	0
1942	Wet	1	0	0	0	0	0
1943	Wet	1	0	0	0	0	0
1944	Below Normal	2	0	0	42,627	47,373	90,000
1945	Above Normal	1	0	0	0	0	0
1946	Above Normal	1	0	0	0	0	0
1947	Dry	2	0	0	1,792	88,208	90,000
1948	Above Normal	2	0	0	0	0	0
1949	Below Normal	2	0	0	0	90,000	90,000
1950	Above Normal	1	0	0	0	0	0
1951	Wet	1	0	0	0	0	0
1952	Wet	1	0	0	0	0	0
1953	Wet	1	0	0	0	0	0
1954	Above Normal	1	0	0	0	0	0
1955	Dry	3	0	0	52,999	37,001	90,000
1956	Wet	1	0	0	0	0	0
1957	Above Normal	1	0	0	0	0	0
1958	Wet	1	0	0	0	0	0
1959	Dry	3	0	0	0	0	0
1960	Below Normal	2	0	0	73,743	16,257	90,000
1961	Critical	3	0	0	0	60,000	60,000

Table LA2-1. Estimates of Annual Groundwater Pumping During 1922-1994 Hydrological Conditions (continued)

Water Year	Yuba River Index Year Type	North Yuba Index	Groundwater Pumping Volumes (AF)				
			For Local Surface-Water Delivery Shortages	Component 2 and 3 for Schedule 6 Requirement	Additional Component 2 and 3	Component 4	Total Pumping
1962	Below Normal	2	0	0	0	0	0
1963	Wet	1	0	0	0	0	0
1964	Below Normal	2	0	0	66,195	23,805	90,000
1965	Wet	1	0	0	0	0	0
1966	Below Normal	2	0	0	0	0	0
1967	Wet	1	0	0	0	0	0
1968	Below Normal	2	0	0	0	0	0
1969	Wet	1	0	0	0	0	0
1970	Wet	1	17,934	0	0	0	17,934
1971	Wet	1	2,375	0	0	0	2,375
1972	Below Normal	2	0	0	0	0	0
1973	Above Normal	1	0	0	0	0	0
1974	Wet	1	0	0	0	0	0
1975	Wet	1	0	0	0	0	0
1976	Extremely Critical	5	0	0	66,178	23,822	90,000
1977	Extremely Critical	7	120,000	0	0	0	120,000
1978	Above Normal	1	50,538	0	0	0	50,538
1979	Below Normal	2	0	0	0	0	0
1980	Wet	1	0	0	0	0	0
1981	Dry	3	0	0	15,000	75,000	90,000
1982	Wet	1	0	0	0	0	0
1983	Wet	1	0	0	0	0	0
1984	Wet	1	0	0	0	0	0
1985	Below Normal	2	0	0	15,000	53,063	68,063
1986	Wet	1	0	0	0	0	0
1987	Critical	4	0	0	54,612	35,388	90,000
1988	Extremely Critical	6	0	30,000	30,000	0	60,000
1989	Below Normal	2	0	0	30,000	0	30,000
1990	Dry	3	0	0	0	90,000	90,000
1991	Critical	4	0	0	52,801	7,199	60,000
1992	Extremely Critical	6	0	30,000	0	0	30,000
1993	Above Normal	1	0	0	0	0	0
1994	Critical	0	0	0	0	0	0
Average of All Years (AF):			3,701	1,233	12,519	10,576	28,029

Table LA2-2. Estimates of Annual Groundwater Pumping for Shortages During 1922-1994 Hydrological Conditions

Water Year	Yuba River Index Year Type	Groundwater Pumping for Shortages (AF)		
		CEQA Existing Condition	CEQA No Project Alternative	Yuba Accord Alternative
1922	Wet	0	0	0
1923	Above Normal	0	0	0
1924	Extremely Critical	0	0	54,631
1925	Below Normal	0	0	7,422
1926	Below Normal	0	9,105	0
1927	Wet	0	1,237	0
1928	Above Normal	0	0	0
1929	Dry	0	12,140	0
1930	Below Normal	0	1,649	0
1931	Extremely Critical	0	12,140	15,175
1932	Below Normal	0	1,649	2,062
1933	Dry	0	0	0
1934	Extremely Critical	0	0	0
1935	Above Normal	0	0	0
1936	Above Normal	0	0	0
1937	Above Normal	0	0	0
1938	Wet	0	0	0
1939	Dry	0	36,420	0
1940	Above Normal	0	4,948	0
1941	Wet	0	0	0
1942	Wet	0	0	0
1943	Wet	0	0	0
1944	Below Normal	0	0	0
1945	Above Normal	0	0	0
1946	Above Normal	0	0	0
1947	Dry	0	12,140	0
1948	Above Normal	0	1,649	0
1949	Below Normal	0	0	0
1950	Above Normal	0	0	0
1951	Wet	0	0	0
1952	Wet	0	0	0
1953	Wet	0	0	0
1954	Above Normal	0	0	0
1955	Dry	0	0	0
1956	Wet	0	0	0
1957	Above Normal	0	0	0
1958	Wet	0	0	0
1959	Dry	0	63,736	0
1960	Below Normal	0	8,659	0
1961	Critical	0	0	0
1962	Below Normal	0	0	0
1963	Wet	0	0	0

Table LA2-2. Estimates of Annual Groundwater Pumping for Shortages During 1922-1994 Hydrological Conditions (continued)

Water Year	Yuba River Index Year Type	Groundwater Pumping for Shortages (AF)		
		CEQA Existing Condition	CEQA No Project Alternative	Yuba Accord Alternative
1964	Below Normal	0	0	0
1965	Wet	0	0	0
1966	Below Normal	0	0	0
1967	Wet	0	0	0
1968	Below Normal	0	0	0
1969	Wet	0	0	0
1970	Wet	0	0	17,934
1971	Wet	0	0	2,375
1972	Below Normal	0	0	0
1973	Above Normal	0	0	0
1974	Wet	0	0	0
1975	Wet	0	0	0
1976	Extremely Critical	0	0	0
1977**	Extremely Critical	120,000	120,000	120,000
1978	Above Normal	20,463	57,660	50,538
1979	Below Normal	0	0	0
1980	Wet	0	0	0
1981	Dry	0	48,561	0
1982	Wet	0	6,597	0
1983	Wet	0	0	0
1984	Wet	0	0	0
1985	Below Normal	0	12,140	0
1986	Wet	0	1,649	0
1987	Critical	0	18,210	0
1988	Extremely Critical	0	2,474	0
1989	Below Normal	0	0	0
1990	Dry	0	0	0
1991	Critical	0	0	0
1992	Extremely Critical	0	0	0
1993	Above Normal	0	0	0
1994	Critical	0	21,245	0
Average of all years (AF)		**1,924**	**6,219**	**3,701**

** Groundwater pumping during the 1977 drought is limited to 120,000 AF. Model estimated surface water shortage (i.e., model estimated groundwater pumping for meeting surface water shortage) during 1977 is 143,632 AF for the CEQA Existing Condition; 274,650 AF for the CEQA No Project Alternative; and 273,153 AF for the Yuba Accord Alternative. The maximum groundwater pumping of 120,000 AF in a single year is a constraint established for the upper bound of pumping volumes and to limit groundwater pumping during dry conditions.

LA3

CONTRA COSTA WATER DISTRICT

1331 Concord Avenue
P.O. Box H20
Concord, CA 94524
(925) 688-8000 FAX (925) 688-8122

August 24, 2007

Ms. Dianne Simodynes
HDR|SWRI
1610 Arden Way, Suite 175
Sacramento, CA 95815

Subject: Proposed Lower Yuba River Accord Draft EIR/EIS

Dear Ms. Simodynes:

Contra Costa Water District (CCWD) appreciates the opportunity to comment on the Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the Proposed Lower Yuba River Accord (Accord). The purpose of the Accord is to resolve in-stream flow issues associated with the operation of the Yuba River Development Project in a way that protects and enhances lower Yuba River fisheries and local water-supply reliability. The Accord also generates revenue for local flood control and water supply projects, water for the CALFED Bay-Delta Program to use for protection and restoration of Sacramento-San Joaquin Delta fisheries, and improvements in state-wide water supply management, including supplemental water for the federal Central Valley Project and California's State Water Project.

CCWD's primary comment is to request that the project description in the EIR/EIS be broadened to include potential delivery of transfer supplies to CCWD. In prior years, CCWD has successfully partnered with Yuba County Water Agency (YCWA) for delivery of transfer water. A more generally written environmental document would maximize delivery options while avoiding additional and unnecessary environmental analysis if future deliveries were to include CCWD. LA3-1

CCWD is aware of the delivery priorities (tiers) that have been established as part of the Accord and previous agreements. As expressed in CCWD's May 22, 2007 letter to the U.S. Bureau of Reclamation, CCWD wishes to work with DWR, USBR, and YCWA within this priority framework and participate in the relevant discussions as the water transfers are implemented.

The analysis of the proposed project does not need to be modified because of the close proximity of CCWD's intakes to those intakes already analyzed in the EIR/EIS (i.e., the CVP and SWP export locations) and the nature and timing of the proposed transfers. CCWD recommends that the project description in the EIR/EIS simply be expanded to include potential delivery to CCWD. Also, in the modeling assumptions section of the LA3-2

LA3

Ms. Dianne Simodynes
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document, mention should be made that deliveries to CCWD were not explicitly modeled because it is reasonable to assume that no changes to potential environmental impacts would occur when compared to the existing assumption of all deliveries occurring at the export facilities. No additional technical work would need to be completed.

LA3-2 cont.

If you have any questions, please do not hesitate to call Leah Orloff at (925) 688-8083.

Sincerely,

David A. Briggs
Water Resources Manager

DB\LHS:wec

cc: Tim Rust, USBR
Teresa Geimer, DWR

LETTER LA3: DAVID BRIGGS, CONTRA COSTA WATER DISTRICT

Response to Comment LA3-1:

In the Petition for Long Term Transfer of Water filed by YCWA to implement the Yuba Accord Alternative, the proposed new points of rediversion for the Yuba Accord Alternative are the Clifton Court Forebay (SWP) and Jones Pumping Plant (CVP). The proposed new places of use in the petition are the service areas of the SWP (as shown on maps 1878-1, 2, 3, and 4 on file with Application No. 5629) and the CVP (as shown on map 214-208-12581 on file with Application No. 5626). As currently structured, the Water Purchase Agreement would be between YCWA and DWR (on behalf of the SWP and EWA), with the potential addition of Reclamation (on behalf of the CVP) in the future. DWR and Reclamation would enter into agreements with various contractors for portions of the Yuba Accord Alternative water deliveries.

The Draft EIR/EIS for the Proposed Lower Yuba River Accord analyzes the environmental impacts of the Yuba Accord Alternative agreements for the long-term transfer of water, including deliveries of water to the SWP and CVP in accordance with the Water Purchase Agreement.

Because the general locations of the CCWD intake facilities are close to the SWP facilities, any additional environmental impacts associated with moving some water through CCWD facilities instead of through CVP or SWP facilities might not be significant. Nevertheless, the specific impacts of moving some portion of the water that would be made available by the Yuba Accord Alternative through CCWD facilities are not analyzed in the Draft EIR/EIS. The change to the project description that is requested in this comment therefore was not made.

If necessary, after YCWA's pending petitions to the SWRCB for the Proposed Lower Yuba River Accord are approved and if CCWD then plans to enter into an agreement with Reclamation or

DWR to acquire a portion of the Yuba Accord Alternative water supply, then an addendum or supplement to this EIR/EIS, analyzing potential deliveries to CCWD, can be prepared, and YCWA can file a new petition with the SWRCB, requesting an order to add CCWD's intakes to the authorized points of diversion.

Response to Comment LA3-2:

See response to Comment LA3-1. While CCWD's intakes are close to the intakes already analyzed in the EIR/EIS, some additional analyses and related technical work would be necessary for CCWD's intakes.