

**FRIENDS OF TRINITY RIVER
NORTHERN CALIFORNIA COUNCIL/ FEDERATION OF FLY FISHERS
BUTTE ENVIRONMENTAL COUNCIL
CALIFORNIA SAVE OUR STREAMS COUNCIL
CALIFORNIA TROUT, INC.
PACIFIC COAST FEDERATION OF FISHERMEN'S ASSOCIATIONS
NORTHCOAST ENVIRONMENTAL CENTER
FRIENDS OF THE RIVER**

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November 18, 2005

Via Email and FedEx

Mr. Joe Thompson
U. S. Bureau of Reclamation
South Central Division
1243 N Street
Fresno, CA 93721

Re: Draft Environmental Impact Statement on Long-Term Water Service
Contract Renewals in the San Luis Unit

Dear Mr. Thompson:

The organizations whose names appear on this letterhead submit the following comments on the Draft Environmental Impact Statement for Long-Term Water Service Contract Renewals (DEIS) in the San Luis Unit (SLU).

This DEIS differs little from the previous DEIS upon which we commented on January 21, 2005. That DEIS was withdrawn, presumably because of its inadequacies and non-compliance with law, and replaced with this one. Some material from the previous DEIS has been deleted, and some material from the previous document has been rearranged. Among the additions to this DEIS is a section on agricultural use trends, a section on land retirement affecting water reliability, and some other material. However, this DEIS again fails to address or to correct the legal and many other deficiencies of the prior DEIS.

Attached is a copy of a letter from Representative George Miller dated August 31, 2004 to Mr. Richard Stevenson raising significant issues about all water service delivery

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renewal contracts. That letter is included as a part of, and is incorporated in these comments.

Draft Environmental Impact Statement Should Be Withdrawn

The Draft Environmental Impact Statement (DEIS) should be withdrawn. The document is not in compliance with the National Environmental Policy Act (NEPA). It is not in compliance with the Central Valley Project Improvement Act (CVPIA). The document does not evaluate several impacts that are well known. It does not include or evaluate several inter-related impacts and/or actions. The DEIS does not include the appropriate geographic area. The Statement of Purpose and Need is so limited it is misleading. These failures and other significant deficiencies of the DEIS are detailed below.

Inadequacies of this document further are highlighted by the fact that for all practical purposes this DEIS essentially is the same material that is contained in the Delta Mendota Canal/Draft Environmental Assessment DMC/DEA. The two environmental documents differ principally in the titled name of the documents.

Additionally, a new DEIS should not be undertaken until a revised San Luis Drainage Feature Re-Evaluation Draft Environmental Impact Statement (SLRDE/DEIS) is prepared – the current version is so inadequate that it also should be withdrawn as we stated when we commented on that document. In brief, the current SLDRE/DEIS does not contain a credible, workable or effective irrigation drainage solution. The new DEIS for the subject contracts should not be undertaken until a Record of Decision (ROD) is rendered after preparation of a new SLDRE/DEIS environmental document is prepared. That ROD must assure an adequate, proven effective and permanent solution to the problem of poisoned irrigation drainage runoff. It will affect the subject of this document significantly. Finally, this DEIS should not be prepared until after an Endangered Species Act consultation is completed.

An extensive discussion in the DEIS asserts that problems of contaminated drainage and land retirement are separate and apart from the renewal of water service delivery contracts. This assertion is absurd. These two issues are inextricably intertwined with contract renewals. It is a denial of the obvious and known facts that it is beyond rational comprehension.

Statement of Purpose and Need Fails Legal Requirements

It is stated in the DEIS that “The purpose of the federal action is to renew the San Luis Unit Long-Term water service contracts...” Such a limited purpose clearly sets forth a determination of the outcome of this NEPA environmental review and evaluation before that legal obligation even is initiated. The result of this action, among other deficiencies, circumvents and tosses aside the requirement that all relevant alternatives be considered.

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A new Statement of Purpose and Need that meets the requirements of law, as part of a new DEIS covering the DMC, SLU, Pajaro Valley Water Management Agency (PVWMA) and Santa Clara Valley Water District (SCVWD) long-term contract renewals is required. It must set forth that renewal of contracts is simply one alternative, among many alternatives available to the Bureau of Reclamation (Bureau). All reasonable alternatives must be evaluated. Many readily identifiable alternatives are not included in this SLU/DEIS. This legal obligation remains unfulfilled once again in this DEIS.

Only four alternatives were evaluated in the SLU/DEIS and two of those – the Preferred Alternative and the No Action Alternative are the same, since the latter relied upon the Preferred Alternative of the CVPIA Programmatic EIS. It assumed contract renewals. In fact, no alternative exists for an actual “No Action Alternative.” Presumably, no action would mean **no action** - the non-renewal of contracts.

Insufficient Number of Alternatives Evaluated

The Bureau through a new DMC/SLU/PVWMA/SCVWA DEIS must evaluate other alternatives, including contracts not being renewed, contract water delivery volumes being reduced in drainage impacted areas, and that contract renewals should be contingent upon adoption and implementation of a solution to disposing safely of poisoned irrigation runoff/drainage from contractors.

Alternatives should be evaluated that retire drainage impaired, toxic lands now totaling some 320,000 acres and estimated to total some 950,000 acres within the next 40 years. Land retirement is a certainty acknowledged even by Westlands Water District’s (WWD) management, and is a proven need by several scientific studies. These acreage figures include the assumption that San Luis Drain will be completed. It will not be completed. The water thus saved should be redirected to beneficial uses. Executing contracts to provide for deliveries of water for irrigation of land that will be retired is a misuse of reasonable and beneficial uses of water, contrary to the California Constitution and Water Code.

Some of these options are particularly relevant since the Bureau already has contracted to deliver more water than is available to it through the Central Valley Project (CVP). According to an extensive analysis by the Environmental Working Group, the total of all anticipated renewal contracts involves the Bureau committing to deliver 1.5 million acre feet more water than exists.

Beyond that reality, sufficient water today is unavailable to the Bureau to protect listed species of fish and wildlife, as well as fish, wildlife and other legislated environmental needs and purposes, and the federally reserved fishing rights of two Native American Tribes – the Hoopa Valley and the Yurok Tribes.

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Sufficient water also currently is unavailable to comply with terms and conditions of the Bureau's State Water Permits, and with provisions of the CVPIA and the Endangered Species Act (ESA). Enhancement of California's fish and wildlife populations was one of the three principal objectives of the CVPIA. This legal obligation is ignored in this document. Recognition in the DEIS of a changing operational environmental is stated, but no recognition of that impact upon renewal of contracts is evaluated. These changes, some of which are obvious, must be evaluated: unquestionable retirement of some of WWD's acreage and the resultant need for less water by WWD – rather than more water being contracted to be delivered - is but one example.

Land Retirement

The DEIS fails to include the option of land retirement and resulting impacts upon water needs, reasonable and beneficial use (as required by the California Constitution and Water Code), poisoned irrigation drainage, water transfers and/or assignments, and consequential environmental impacts. Land retirement now is being considered in the SLRDE/DEIS, and it is not even evaluated in this DEIS.

That land retirement is not being addressed adequately in the DEIS becomes even more significant when the acquirer of Broadview's water, WWD, is suggesting retirement of a third of its 605,000 acres. Historically, WWD has received water deliveries from the CVP of about 55 percent of its contract amount and occasionally 70 percent, although recently it has received more. Indeed, water renewal contracts currently being negotiated with WWD provide for increased actual water deliveries despite the fact that much of its land no longer is suitable for farming and additional land will become similarly useless if irrigation continues.

In addition, WWD intends to acquire even more water from other districts as set forth above. Without going into exquisite detail, the unsuitability of irrigating these lands is the result of high concentrations of selenium, boron, molybdenum and other contaminants (poisons in concentrations existing in the Western San Joaquin Valley) and/or waterlogged land resulting from the shallow Corcoran Clay Barrier underlying much of this land.

Inappropriate Geographic Area

The geographical scope of this document is inadequate. Renewal of long-term water service delivery contracts should be evaluated in conjunction with contracts for the DMC and SLU, as well as evaluation of renewal contracts for the PVWMA and SCVWD. Portions of some districts, such as WWD, are located in both the DMC and SLU, and some district contracts within the DMC are proposed for purchase by contractors in the SLU, PVWMA and SCVWD. Failure of the DEIS to include the appropriate geographic area and to disclose and evaluate in this document all impacts and their environmental consequences in these districts is not in compliance with NEPA.

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The SLU and DMC are essentially a single unit for NEPA purposes and as a practical matter. Contracts for these units should be considered jointly, together with the PVWMA and SCVWD in a new, legally adequate DEIS. Given that some districts within DMC, such as Broadview to mention just one, with land not now suitable for farming, is assigning its water to WWD.

Also within the DMC Unit, the Widren, Centinella and Mercy Springs Districts also plan to assign or transfer water to WWD under their contracts. What this means is that geographically the DEIS is inappropriate. Renewal of long-term contracts with those districts that no longer can use water because of now non-farmable land under existing contracts, and the transfer of that water to others is not comprehensible. Additional transfers are contemplated with the PVWMD and SCVWD. If these contracts are to be renewed, major justification is required and impacts need to be addressed. Again, a land retirement alternative clearly should be included, fully reviewed and analyzed.

Although an additional contractor, Westlands Water District #2, is added to this DEIS, it is stated that "no discussion (is) needed" since that matter is primarily "administrative." That statement renders the effect of this additional contractor on impacts in this DEIS incomprehensible.

Impacts Undisclosed and/or Inadequately Evaluated

Renewal Contract Water Deliveries

The DEIS is unclear about what impacts are being measured from what amount of water is promised for delivery under the proposed contracts. It does not appear that full contract delivery amounts of water are being analyzed. Simultaneously, the contracts obligate the Bureau - and it is promised that deliveries will increase - to full contract water delivery volumes. Yet apparently, full contract delivery impacts are not analyzed. If correct, this fact is a fatal defect in the adequacy of this DEIS. It would be a fatal defect in any proposed contracts. This defect would mean the DEIS and any proposed contracts affected by it are outside the law. What volume of proposed contract water is analyzed in this document?

Toxic Drainage

Studies dating back more than a decade and a half, including the September 1990 *Management Plan for Agricultural Drainage and Related Problems on the Westside San Joaquin Valley*, the so-called "Rainbow Report," seeking a solution to drainage problems have cost state and federal taxpayers more than \$100 million and then increased with preparation of the SLDFRE/DEIS. Since that document must be redone, costs will increase further.

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To indicate the enormity of the toxic drainage issue, which originates from the lands intended to receive water under these proposed contracts, these costs have been incurred on studies and other expenses related to agricultural drainage problems in the Western San Joaquin Valley, much of it in the San Luis Unit.

Studies and other actions/programs initiated to assess the effects of, to seek a solution for, and to mitigate the effects of drainage problems include those related to Kesterson Reservoir planning in the 1960's and 1970's, the Interagency Drainage Program in the late 1970's, Kesterson environmental studies of the 1980's, the San Joaquin Valley Drainage Program, Kesterson closure, mitigation costs for purchase by the federal government of contaminated lands adjacent to Kesterson Reservoir, and their cleanup and follow-up studies, SLU Drainage Program in 1991, National Irrigation Water Quality Program that studied the effects of evaporation ponds south of Kesterson in the late 1980's, and San Joaquin Valley Drainage Implementation Program (funded by the California Department of Water Resources), University of California Salinity Drainage Task Force Studies, Grassland Bypass Project Phases I and II, "the Rainbow Report," San Luis Drainage Feature Re-evaluation, about 10 years of litigation in Sumner Peck et al., vs. the United States (excluding legal costs) the Britz and Sumner Peck land retirement settlements (more than \$100 million), and numerous low interest loans from the State of California to improve water quality and to deal with toxic drainage problems.

More than \$200 million on studies and costs related to drainage problems in the Western San Joaquin Valley and this impact is not evaluated in the DEIS. It is said to be separate and apart from renewal of contracts for water delivery under this DEIS. The proposed contracts are for water deliveries to land that create this problem. To this day, no long-term permanent corrective action yet has been initiated, and solutions in the recently released (SLRDE/DEIS) do not appear to provide a viable solution for drainage problems. This DEIS states that there will be drainage service by 2009. This assumption has little basis in fact and is an unsupported assertion that ignores a major impact.

This DEIS contains some new material on the effects of drainage in the SLU but it is inadequate. A list of reasonably foreseeable events affecting drainage and surface water quality has been incorporated in the No Action Alternative on page 3.2-16. Number 7 indicates, "The quality and quantity of drainage discharges will comply with regulatory requirements." That's a contradiction of the State Water Resources Control Board's recently issued draft 2006 303(d) - list of impaired waterbodies for the State of California.

The list includes the addition of the Grasslands Wetland Supply channels as impaired by selenium originating on lands covered by the proposed contracts. The reason for this list

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was to identify waterbodies that are not in compliance with regulatory requirements. This statement, then, at best is invalid.

Number 8 in this list also makes no sense in analyzing impacts from the renewal of contracts. It states that “Reclamation will comply with the court order to provide drainage service...The No Action Alternative does not make any assumption about the nature of Reclamation-supported drainage service, as that decision is not reasonably foreseeable...” If that service is not reasonably foreseeable, then No Drainage Service should be evaluated in the No Action Alternative. Contaminated drainage is a reality. It is a significant impact.

In addition, even if San Luis Drain were completed, it would dump this poisoned runoff into San Francisco Bay – a total non-starter. One can conclude from the Rainbow Report that continued irrigation of the lands in some districts covered by these proposed contracts and others likely will result in expansion over the next 40 years from a 320,000 acre highly contaminated aquifer to a 950 thousand acre toxic drainage problem area in the Western San Joaquin Valley. Again, this estimate assumes a project that will not occur - completion of San Luis Drain. Other of the alternatives considered in the SLDRE/DEIS are unproved and clearly do not appear to be viable permanent solutions to drainage problems from lands to receive water under these proposed contracts.

According to the December 2000 *United States Geological Survey Open File Report 00-416*, even if irrigation of drainage problem areas were halted today, it would take 63 to 300 years to drain contaminated water from the Western San Joaquin Valley’s aquifer underlying these irrigator’s/contractor’s lands. This again assumes the San Luis Drain is completed and 43,500 pounds of selenium a year were discharged into the San Francisco Bay Delta. The report reiterates the findings in the Rainbow Report that a 950 thousand acre highly toxic region – more toxic than currently exists - in the Western San Joaquin Valley within the next 40 years will result from continued irrigation with CVP water.

To a layman, although technically not accurate, this reality is tantamount to the Bureau, under this DEIS, using scarce developed water resources to create a massive, 950,000 acre Superfund Site in the Western San Joaquin Valley. This strongly supports retirement of affected lands and non-renewal of some contracts, that is, much of the irrigated Western San Joaquin Valley.

Contaminated drainage from some of these districts and others, including the DMC, also seriously and adversely impacts the quality of water in the Lower San Joaquin River – a waterway that never meets established water quality standards. This condition adversely impacts the quality of water used by Delta area farmers, and seriously and adversely impacts water quality used by two-thirds of California’s population that relies upon water that passes through the San Francisco Bay Delta.

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Even without a San Luis Drain to the Bay Delta, a new and geographically adequate DEIS must analyze the existing downstream effects of poisoned agricultural drainage that extends into the Grasslands wetlands, Mud Slough, the San Joaquin River, the Delta and the San Francisco Bay estuary. This contaminated water also adversely affects fish, wildlife, water quality and human health.

Water delivered under contracts result in poisoned irrigation runoff from some districts, yet is not even considered in the DEIS. To assume that continued irrigation of these lands at present volumes, to say nothing of intended increases will have no effect upon widely recognized, acknowledged and accumulating poisoned irrigation drainage is incomprehensible. Failure to analyze these impacts violates the requirements of NEPA for full disclosure.

Irrigators and/or landowners whose lands are affected by these conditions are acutely aware of these problems. In a transparent attempt to finesse this issue and its required analysis, the document briefly discusses Soils and Geology and indicates contract renewals will not adversely affect drainage problems.

An analysis and discussion of the relationship between the SLDFRE and SLU long-term contracts, including existing or likely water transfers or assignments must be considered and evaluated in order to comply with NEPA. Therefore, it obviously is premature even to consider contract renewals.

Environmental Water

CVPIA (b)(2) water (800,000 acre-feet annually) mandated by that law for all environmental needs never has been delivered fully, has been reduced twice and is in process of being reduced again – creative arithmetic by the Bureau notwithstanding. This impact to that environmental water from renewal of contracts is not considered in the DEIS.

Tribal Trust Responsibilities

While the DEIS casually refers to federal trust responsibilities (the law) to protect tribal fishery resources and refers to the Trinity River Flow Evaluation Study, the document fails to address the Bureau's legal obligations to the Hoopa Valley and Yurok Tribes as mandated in CVPIA. Contracts should specify clearly that the Interior Secretary's fiduciary obligation to these Tribes, and mandated in the CVPIA take precedence over water deliveries to contractors.

Nowhere in the DEIS does the Bureau acknowledge that federal laws – CVPIA and ESA - and reserved tribal fishing rights dating back 10,000 years or from “time immemorial” are superior to water deliveries to irrigators. This impact should be recognized and analyzed. Specific language should be included in contracts to put contractors on notice

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of this legally mandated priority water allocation obligation of the Bureau before water can be delivered to contractors.

The impact of water to be delivered to Trinity River under the Interior Secretary's December 2000 Record of Decision, though relevant to water deliveries in the SLU, is not even considered in the DEIS.

Inter-Related Actions and Biological Opinion

The DEIS fails to include an analysis of the direct relationship among long-term contract renewals and the Bureau's Operating Criteria and Plan Biological Opinion (CVP-OCAP BiOp) and the South Delta Improvement Project (SDIP).

There is no reference to or analysis of the CVP-OCAP BiOp and implementation of SDIP, both of which obviously would be of major significance. Those impacts also are not evaluated. In addition, Biological Opinions by the United States Fish & Wildlife Service (USF&WS) and the National Oceanic and Atmospheric Administration (NOAA) for this DEIS and interrelated projects beyond OCAP and SDIP, but including the Grasslands Bypass Project, the December 2000 Trinity River Record of Decision, Sacramento River and San Francisco Bay Delta are not included. These omissions violate disclosure requirements of NEPA. There is reference to a consultation process for biological assessments resulting from OCAP impacts, but the document does not include a Biological Opinion.

The DEIS must disclose, review, and evaluate operative BiOps and relevant regulatory findings, the status of the Bureaus' compliance with their requirements, and the manner and extent to which these BiOps affect the environmental context and impacts of the proposed action.

Capital Cost Repayment

Obligations of contractors to repay capital costs to the CVP are not included in the DEIS or contracts. An extremely minor portion of these obligations – several decades later – has been repaid (*1992 GAO Report for Representative George Miller*). Only about ten percent of capital costs have been repaid 13 years after this report. Operation and Maintenance costs are to be reassessed annually. The law requires that **all** costs be paid in full by 2030 (P.L. 99-546). The document should include an analysis of the ability and intended procedure for assuring repayment of contractors'/beneficiaries' legally binding and unpaid financial obligations to the federal government – to taxpayers.

It appears that contracts of some contractors, for unknown reasons, are being exempted from this legal requirement. The public is not informed of any factual or legally defined

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basis for determination and justification for water beneficiaries not being required to meet mandated repayment obligations. It is allowed under some "inability to pay" determination. This is an impact not included in the DEIS. It is hidden from public view and scrutiny. It is a violation of the law.

With legally mandated repayment of CVP capital costs allocated to contractors being disregarded, it is unrealistic to assume that all CVP capital costs will be repaid by contractors over the initial term of the proposed renewal contracts, or by 2030 as required by law.

Provisions are required in the contracts, and should be disclosed in this DEIS, requiring full repayment by 2030 in any contracts if they are to comply with the law.

Water Needs Assessment

No genuine or realistic Water Needs Analysis is included. A minor analysis is included in an Appendix in the DEIS. It is unfathomable and not understandable to the average reader, but otherwise is not included and disclosed in the DEIS. A Water Needs Assessment should be included in a new DEIS, and it should be fully analyzed and should justify the need with clarity. The table does not meet that requirement.

Water Conservation

The CVPIA requires that Water Conservation Plans must be filed and approved for all CVP contractors. Several water districts within the geographic area covered by this DEIS have not complied with this requirement. Until such time as this requirement is fulfilled, any DEIS for contract renewal is premature. In addition, the DEIS is grossly inadequate in dealing with the CVPIA mandate that it implement meaningful, effective criteria for the adequacy of districts' water conservation "plans," including "highest level of water use efficiency reasonably achievable by project contractors" using "best available cost-effective technology."

There appear to be no provisions in contracts for complete and binding assurance for compliance with this requirement and for Bureau follow-through to assure that districts actually undertake any water conservation. What we have, then, is a paper plan with no meaning with the Bureau ignoring these CVPIA (these legally mandated) requirements. The DEIS should disclose these facts.

The DEIS fails to discuss and analyze the consequences of failing to meet reasonable, achievable water use efficiency levels through water diversions from higher uses through water deliveries under these proposed contracts.

Irrigation in much of CVP service areas still is by flooding or spraying. Many knowledgeable persons believe that if the Bureau pursued an effective conservation

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policy, potential water savings easily could amount to 10 percent to as much as 25-50 percent of applied water.

Groundwater Recharge and Similar Programs

The impact of groundwater recharge programs - direct, indirect, or otherwise - groundwater banking programs, surface water storage programs, and similar programs using CVP water or other water furnished irrigators is not even discussed or analyzed in the document, but clearly are required for full disclosure.

Wildlife Impacts, Deformities

Waterfowl continue to be deformed because of contaminated drainage water within the SLU and adjoining units. Selenium in eggs collected in the Grasslands Bypass Project re-use site in 2003 were highly elevated. Such concentrations of selenium have been found to be associated with deformities in birds, such as black necked stilts. Deformities would result in about 25 percent of these birds, according to analysis of this collected data. Deformed black necked stilts are being observed currently by several persons. This is the result of irrigation of toxic soils to which these proposed contracts relate.

Waterfowl poisoning and the consequent deforming of them is not addressed in the DEIS. The new DEIS must disclose and analyze the environmental consequences of agricultural practices, such as irrigating contaminated land and pesticide applications that result from renewal of long-term water contracts. This omission must be corrected to comply with NEPA.

According to a recent study and analysis not yet published supported by NIA grant AG17824, the Sierra-Pacific Mental Illness Research, Education, and Clinical Center (MIRECC), and the Medical Research Service of the VA, amphibians in the Eastern Sierra are being killed to near extinction as a result of pesticide poisons that are carried by winds or otherwise to that area from Western San Joaquin Valley irrigated lands. This as yet unpublished report is attached. This impact has not been analyzed. This omission must be corrected to comply with NEPA.

Human Impacts, Health

Pesticides sprayed or used on crops irrigated with CVP water within the SLU, and other Units adversely affect the health of humans as well as wildlife. As merely one example, in Fresno County and the Central Valley area, the incidence of Parkinson's Disease in humans is at least twice as prevalent as in the San Francisco Bay Area, according to an analysis conducted for the Department of Veterans Affairs (VA). Results of this study are attached. This condition is attributed to toxic air, water or by direct contamination to individuals resulting from pesticide spraying or use on irrigated lands in the Western San Joaquin Valley. Pesticide impacts upon humans have not been analyzed. Impacts

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creating poor air quality or resulting from direct contact with humans from pesticide use by irrigators in the Central Valley have not been analyzed.

Contract Renewal Requirements

Contracts are proposed for a 25 year period with an automatic right to renew. This is counter to the clear intent of the law – the CVPIA. Contractor's have no such right. The law states that contracts **may** be renewed by the Secretary. This provision was included in the law to accommodate changing demographic, financial, environmental, and other factors as time passes, and to enable the reallocation of scarce developed water resources as conditions warrant, in this case 25 years from now. It is a clear violation of the intent and letter of the law to provide, for all practical purposes, 50 year contracts.

The contracts also appear to continue Bureau pricing of water, that includes electricity charges for pumping at less than one cent a kilowatt hour, at unrealistically low prices – if not even below cost – while many areas in the state are willing to pay market rates as much as \$650 or more for an acre foot of water. Meanwhile electricity rates throughout the state have increased and continue to increase substantially. Given the Bureau's seeming indifference to water transfers/assignments, the effect of this pricing simply is to enrich a handful of landowners. Realistic water delivery volumes over the life of the contracts defeat the tiered pricing provisions of the CVPIA and are inconsistent with the law.

Some districts involved, as indicated above, do not even possess land that now is farmable. These landowners may choose to sell and profit substantially from their highly subsidized public water resource at the expense of taxpayers and at a time when the state universally faces major water shortages that will continue to increase. In general, it appears that the law simply is being ignored in constructing these proposed contracts. The contracts, rather, should parallel the law and should comply with it.

Summary

It is clear beyond question that the DEIS is grossly inadequate in meeting the disclosure and other requirements of NEPA and in complying with mandates in the CVPIA – the law. It also is clear that because of the inter-relationship between SLU and DMC on many major issues that need to be addressed in any environmental document – several of which were not even addressed in the DEIS or the previous DMC/DEA - that this document should be withdrawn. A DEIS for contract renewals including the SLU, DMC, PVMWA and SCVWD should be prepared in a single document, and impacts that by law have not been included or analyzed in this document should be a part of any such document.

Such a DEIS also should await completion and absolute committed implementation of a viable and known effective plan for disposal of contaminated irrigation runoff/drainage.

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The new DEIS also must analyze realistic water deliveries to contractors and their impacts. This analysis and impact is totally ignored in this DEIS. The new DEIS also must analyze significant, anticipated and certain land retirement in the districts. That reality is common knowledge, and includes knowledge by the Bureau's largest contractor – WWD. It is ignored in this document. A rewrite of contract terms is required so that proposed contracts comply with all applicable laws and reflect credible, realistic assumptions about well known future changes in water needs in the districts.

Yours very truly,

Friends of Trinity River
By: s/ Byron W. Leydecker, Chairman

Northern California Council/Federation of Fly Fishers
By: s/ Mark Rockwell, Vice President, Conservation

Butte Environmental Council
By: Lynn Barris, Water Policy Analyst

California Save Our Streams Council
By: s/Lloyd Carter, President, Board of Directors

California Trout, Inc.
By: s/Brian Stranko, Executive Director

Pacific Coast Federation of Fishermen's Associations
By: s/ Zeke Grader, Executive Director

Northcoast Environmental Center
By: s/ Tim McKay, Executive Director

Friends of the River
By: s/Steve Evans, Conservation Director

Three Attachments

cc: The Honorable Dianne Feinstein
The Honorable Barbara Boxer
The Honorable George Miller
The Honorable Mike Thompson
Mr. Kirk Rodgers
Mr. Steve Thompson