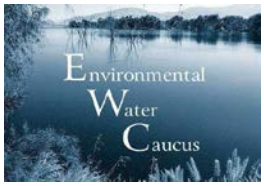

CA Save Our Streams Council

December 14, 2019

Mr. Colin Davis
U.S. Bureau of Reclamation
South-Central California Area Office
1243 N Street Fresno CA, 93721

Re: Interim Renewal Contract for Central Valley Project Water Contracts for Westlands Water District (Draft EA-19-043[1])--An abuse of discretion and failure to comply with federal law.

Dear Mr. Davis:

For more than 20 years, Reclamation's Mid-Pacific Region has circumvented federal law by serial issuance of "*Interim Renewal"* water service contracts, each lasting approximately two years. The undersigned groups have previously called attention to the serious legal deficiencies of this pattern and practice. Legal challenge to this serial renewal of water service contracts resulted in a recent 9th Circuit

[1] https://www.usbr.gov/mp/nepa/includes/documentShow.php?Doc_ID=41303, November 2019 Draft EA for WWD interim water service contract & the last Westlands' draft interim contracts posted on the USBR.gov site is for 2016: https://www.usbr.gov/mp/cvpia/3404c/lt_contracts/2016-int-cts/index.html

Court ruling,[2] whereby Reclamation's interim contract renewal and circumvention of the NEPA process was determined an abuse of discretion. The court ordered a *rejection* of Reclamation's premise that the interim contracts merely continued the status quo. Unfortunately, Reclamation repeats these same mistakes under the proposed contract renewals. [*PCFFA*, 655 Fed. Appx. at 598-599.] PCFFA et. al on December 22, 2017[3] again attempted to gain Reclamation compliance with federal law, including analysis of significant public health and environmental impacts from more than 20 years of serial renewals.[4]

Despite the 2016, 9th Circuit Court ruling, Reclamation continues to abuse its discretion in issuing interim water service contracts for Westlands Water District (Westlands) without proper environmental review. Issuance of the newly proposed two-year interim contracts to Westlands and other San Luis Unit federal contractors would violate Congressional direction and federal law. Much of the agricultural land irrigated by Westlands and other San Luis Unit federal contractors is contaminated with selenium and other pollutants that are carried into ground and surface waters and pollute the San Joaquin river and Delta Estuary when the lands are irrigated with these federal water deliveries. There is no legal requirement that this interim water service contract be renewed, yet Reclamation seems determined to do whatever it takes, legal or not, to renew these interim contracts. There is no legal requirement to deliver water to these toxic soils. In fact the Congress direct that drainage is a precondition to water delivery by Reclamation. Thus, water should not be delivered to these lands.[5] And due to the pollution caused and deformities in fish and wildlife, water should not be delivered to these lands that are not practicable of irrigation.

Proceeding to renew these interim water supply contracts without addressing needed pollution controls and failure to address the pollution cause by the water deliveries, in addition to not complying with NEPA, violates the Administrative Procedures Act, Central Valley Project Improvement Act [PL 102-575], the Reclamation Reform Act of 1982 [PL 97-293], the Coordinated Operations Act of 1986 [PL 99-546], and other federal statutes. Further the export of water to an enlarged unauthorized service area

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[2] Ninth Circuit's Amended Memorandum in Pacific Coast Federation of Fishermen's Associations v. Bureau of Reclamation ("PCFFA"), 655 Fed. Appx. 595 (9th Cir. 2016): https://cdn.ca9.uscourts.gov/datastore/memoranda/2016/07/25/14-15514.pdf

[3] Case 1:16-cv-00307-LJO-MJS Document 64 Filed 09/28/17: & Case 1:16-cv-00307-LJO-MJS Document 71 Filed 12/22/17-- North Coast Rivers Alliance, California Sportfishing Protection Association, Pacific Coast Federation of Fishermen's Associations, et. al.

[4] These shortcomings in the proposed Interim Contract Renewal project (Project) for Westlands Water District were filed with the court: (1) approving the Project may affect public health and safety, (2) the Project's water diversions from the Delta may affect the unique environment of the Delta – the largest estuary on the West Coast of North America; (3) the Project's impacts are highly controversial and uncertain; (4) defendants' serial approval of short-term interim contracts "establish[es] a precedent for future actions with significant effects"; (5) the Project may have potentially significant cumulative impacts; and (6) the Project may have a significant impact on endangered species. FAC ¶ 58; 40 C.F.R §1508.27(b); *see also* 40 C.F.R. § 1508.7 (defining cumulative impacts).

[5] The San Luis Act directs Reclamation to provide drainage if they deliver water. There is, however, no mandate to deliver water to these lands. A decision by BOR not to irrigate based on experience following construction and operation and the pollution caused is not precluded by the San Luis Unit Act or the courts' interpretation. It is common sense and is consistent with the fundamental principle of Reclamation law that land needs to be practicable of irrigation.

contrary to the San Luis Act PL 86-488 has significant water quality and water supply impacts that effect other water rights, contracts, water quality regulations and endanger fish and wildlife.

Our detailed comments are organized according to six primary topics related to legal requirements and inadequate of assessment of the environmental impacts of the proposed interim water service contract:

I. Reclamation Does Not Have the Legal Authority to Contract for the Proposed Interim Water Service Because it Exceeds Acreage Limits Authorized by Congress.
II. Issuing the Proposed Interim Water Service Contract would Violate Reclamation Law.
III. The Conclusions of the Draft EA for the Interim Contract Renewal Conflict with both Facts and Law and an EIS is Required.
IV. The Effects of Drainage from Westlands Caused by Irrigation Enabled by the Interim Contract Renewal are Significant and Must be Addressed in a Comprehensive EIS.
V. Land Use Effects of the Interim Water Service Contract have not been Adequately Addressed in the Draft EA.
VI. Cumulative Impacts have not been Adequately Addressed in Draft EA.
VII. Pending Long-Term Permanent Water Contracts Impacts Are Not Disclosed.

I. Reclamation Does Not Have the Legal Authority to Contract for the Proposed Interim Water Service Because it Exceeds Acreage Limitations Authorized by Congress.

The authorization for the San Luis Unit, Central Valley Project[6] limits the gross service area to 500,000 acres of land and refers to the feasibility report[7], which includes a map[8] that clearly describes the location, size, and elevation of that service area. Subtracting out acreage for San Luis Water District and Panoche Water District, leaves roughly 400,000 acres of eligible land within Westlands, according to the federal authorization and confirmed in the Special Task Force Report on the San Luis Unit [PL 94-46]. After subtracting the roughly 100,000 acres that has already been retired with taxpayer dollars and largely put to other industrial uses, that leaves approximately 300,000 acres eligible for CVP water

[6] In 1960, Congress passed the San Luis Act, Pub. Law No. 86–488, 74 Stat. 156 (1960). Section 1(a) of the San Luis Act authorized Reclamation to "*construct, operate, and maintain the San Luis unit as an integral part of the Central Valley Project," in accordance with the 1956 Feasibility Study for the purpose of irrigating only 500,000 acres in the entire San Luis Unit in three counties—Merced, Fresno, and Kings*. Emphasis added. We note PL 86-488 has not been amended.

[7] U.S. Dept Of The Interior, Feasibility Report (approved by President Roosevelt, December 2, 1935), *reprinted in* House Committee On Interior & Insular Affairs, Central Valley Project Documents-Part One: Authorizing Documents, H.R. Doc. No. 416, 84th Cong., 2d Sess. 563 (1956). The Feasibility Report, released in Sacramento in May 1955 and reported to Congress December 17, 1956.

[8] Ibid. See the 1956 Feasibility Report page 36.

exports.[9] Yet, the proposed interim water service contract renewal proposes to irrigate over 600,000 acres of land within Westlands. Under the contract, that acreage would be allocated between 2.2 and 1.7 ac/ft of water per acre. The inclusion of the additional acres to be irrigated represents 400,000 AF of additional unauthorized allocation of water to lands not authorized by Congress to receive federal CVP water under the San Luis Act. Without Congressional authorization, this contract arbitrarily takes water from other CVP contractors, communities, and the environment.

Public Law 86-488, authorizing the San Luis Unit, does not contain any provision authorizing an enlargement of the San Luis Unit Service area. The law is based on a feasibility study that was released in May 1955 and reported to Congress on December 17, 1956. It states that the service area is 496,000 acres and it establishes a long-term crop pattern for 440,000 acres.[10] The proposed interim water service contract also contradicts the December 30, 1961 Federal-State Agreement for the construction and operation of the joint-use facilities of the San Luis Unit.[11]

In simple terms, the proposed interim contract would enlarge of the service area beyond the limit authorized by Congress. In addition to it being an unauthorized enlargement of the CVP contract service area, and thus an unauthorized increase in water allocation, the environmental and water quality impacts are not addressed in the NEPA documents or in the absent ESA documents.

The inflated acreage and water deliveries are shown by the map provided in the Draft EA for the Interim Contract. This interim water service contract map documents an expansion of acreage beyond what is Congressionally authorized.[12] No statutory authority is provided for this arbitrary action. Further, the enlargement of the San Luis Unit service area and distribution canals exceed the construction and operations costs of the distribution and drainage facilities. The increase in water exports causes increased impacts from the areas of export including the Trinity and Sacramento Rivers and the Sacramento-San Joaquin Delta Estuary and Bay. Further the pollution created by irrigating these lands and constructing distribution systems has not been analyzed nor disclosed.

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[9] Special Task Force Report on San Luis Unit 1978 available online [see pages 18 and 20 for the finding of 500,000 gross acres authorized for all three districts finding an unauthorized expansion of more than 100,000 acres or 30%.] http://babel.hathitrust.org/cgi/pt?id=umn.31951002836772c;view=1up;seq=35. Also see Lloyd Carter's law review

https://digitalcommons.law.ggu.edu/gguelj/vol3/iss1/3/. And Friends of the Trinity water rights testimony before the State Water Resources Control Board.
https://www.waterboards.ca.gov/waterrights/water_issues/programs/bay_delta/california_waterfix/exhibits/docs/FOTR/for_94.pdf

[10] Ibid. See the 1956 Feasibility Report pg 91.

[11] See pg 4 of the Federal State Contract which reads: "The 'Federal San Luis Unit service area' shall mean the area of approximately 500,000 acres in Merced, Fresno, and Kings Counties as described in the report of the Department of Interior entitled, "San Luis Unit Central Valley Project', dated December 17, 1956.. ...This agreement established that the federal service under this contract.

[12] See Plate 1--Map of the Service Area & Plate 5 Map of Land Classification found in the 1956 Feasibility Report can be found online: http://cdm15911.contentdm.oclc.org/cdm/ref/collection/p15911coll10/id/2106

II. Issuing the Proposed Interim Water Service Contracts Would Violate Reclamation Law

A. Congressional Intent is Clear --Water Service Contracts are to guard against land monopoly and excess profits.

1. One of the 1902 Reclamation Act's purposes was to promote living on the land, and the distribution of the Act's benefits was limited accordingly in the original statute.[13] Later statutory amendments were added to prevent speculative profits from the sale of "excess" lands and allocated water rights.[14] The Omnibus Adjustment Act of 1926 expressly restricted the sale price for such excess land to a dryland valuation (e.g., as though the project were not planned or built) and also regulates later sales of formerly excess land. The Reclamation Reform Act of 1982 largely reconfirms this policy by requiring that, henceforth, project water be delivered to excess land only at full cost and limited the size to 960 acres.

2. Despite these federal protections against excessive profits and speculation, Westlands has proceeded to sell or lease tens of thousands of acres for solar farms, while still claiming 2.2 acre feet per acre of water for these lands under the existing 2 year interim water service contract.[15] Reportedly, Westlands has received tens of millions of dollars for these municipal and industrial leases, while still receiving subsidized water for these lands courtesy of the American taxpayer.[16] The EA mentions solar farms and suggests a water need, but provides no information, data, or contract approvals sanctioning this land use change. The EA does not show how the federal government has complied with Reclamation law—and specifically the 1960 San Luis Act—while allowing these lands to be inappropriately included in the acreage for determining water supply allocation.

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[13] The Act limited land acquisition. No one could acquire land without living on it for five years. Congress sought to limit speculation or monopoly, because, in addition to the five years' residence, no homesteader can take more than 160 acres, and in many cases, he can take no more than 40 to 80 acres. These provisions have since changed to 960 acres and residency requirements were not enforced. See https://digitalcommons.law.ggu.edu/gguelj/vol3/iss1/3/

[14] The Reclamation Extension Act of 1914 required the owners of large, private holdings adjacent to projects to dispose of "excess" land before project construction. The Omnibus Adjustment Act of 1926 expressly restricted the sale price for such excess land to a dryland level (e.g., as though the project were not planned or built) and also regulated later sales of formerly excess land. See also the Reclamation Act of 1902 32 Stat 388 43 USC.

[15] See this 2016 overview of transmission lines, towers and land conversion maps for Westlands WD: http://docketpublic.energy.ca.gov/PublicDocuments/15-RETI 02/TN210903_20160330T140735_Daniel_Kim_Comments_WSP_comments_to_RETI_20_plenary_group_meeti.pdf & http://web.energyacuity.com/REProject.aspx?id=16887
Westlands Solar Park is a public-private effort to master plan renewable development and infrastructure for large scale solar projects in California's central valley. The Westlands Solar Park study area includes approximately 24,000 acres ...within the Westlands Water District, located in western Fresno and Kings Counties..... Initial development planning estimates that phased projects totaling upwards of 2.4 GWs of solar power could be developed before 2025. Early Phase 1 projects are expected to begin operation as early as 2013-2015." See also Conditional Use Permit (UCUP) Application Nos. 3451 through 3458 for the Tranquillity Solar Generating Facility Project, Westlands Water District 3,732 acres, 39 parcels: October 9, 2014: Tranquillity LLC, RE Tranquillity 2 LLC, Tranquillity 3 LLC, RE Tranquillity 4 LLC, Tranquillity 5 LLC, RE Tranquillity 6 LLC, Tranquillity 7 LLC, RE Tranquillity 8 LLC

[16] See http://articles.latimes.com/2002/dec/20/local/me-settlement20 LA Times Mark Arax *Four Families to Split Big Share of Farm Deal.*

B. **Municipal Water Service contracts must be approved by Reclamation, interest must be charged on capital and construction costs, and they must adhere to specified repayment provisions--the proposed Westlands interim contract renewal does not meet these requirements:**

1. No approvals or analysis of water shifted to municipal and industrial uses by Westlands are provided, nor is this water identified separately in the Reclamation water needs assessment. The Reclamation Project Act requires that every contract for water delivery include provisions for repayment of specified costs of construction, operation, and maintenance.[17] Any conveyance of project water to an M&I customer must be approved by Reclamation. Westlands disclosed[18] such was not the case in that a portion of the Broadview Water District water that was shifted to M&I. This change in use required changes to repayment provisions and contract modifications that could not be located in any of the proposed Reclamation interim water supply service contracts for Westlands.

2. No such contract or changes in capital obligation repayments (e.g. interest or other changes) were identified in either the contract or environmental assessment.

3. Westlands also disclosed that less expensive CVP water, previously destined for the Lemoore Naval Air Station, would be shifted to Westlands' agricultural users and more expensive water would be purchased for the Navy. Thus, charging the taxpayer for this expensive water.[19] And yet, in 2015 Westlands sought additional supplies for the Lemoore NAS after shifting those supplies to other users, thereby claiming municipal priority and augmenting Westlands' water allocation during drought shortages. Westlands charged the Navy a land-based rate for the water and required the Navy to repay Westlands debt and a surcharge per every acre foot. No records or data were provided in the Draft EA regarding this "enhanced" municipal and industrial supply nor were the environmental impacts of these shifts from agricultural use to industrial use analyzed.

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[17] Under the Reclamation Project Act: No water may be delivered for irrigation of lands in connection with any new project, new division of a project, or supplemental works on a project until an organization, satisfactory in form and powers to the Secretary, has entered into a repayment contract with the United States, in form satisfactory to the Secretary ....43 U.S.C. § 485h(d) (1982).

[18] See WWD 2008 Bond Debt Statement: 30,065,000 Westlands Water District adjustable Rate Refunding Revenue Certificates of Participation, Series 2008a _ Westlands Water District Notes To Financial Statements Years Ended FEBRUARY 28, 2007 AND 2006 @ page 31: "*In February and March 2005, the District acquired approximately 8,750 acres of land within the Broadview Water District, which is substantially all of Broadview's irrigable acreage. In conjunction with the acquisition, the District initiated the process to annex all of Broadview's lands and will seek a permanent assignment of Broadview's Central Valley Project Water Contract totaling 27,000 acre-feet to the District from the Bureau of Reclamation. Of this water supply, the District plans to annually make available 6,000 acre-feet of entitlement to the Naval Air Station – Lemoore pursuant to the Supplemental Water Allocation Agreement between the District and NASL*."

Ibid. Westlands charges Lemoore NAS both a thirty-year surcharge to recover Westlands' debt with interest [more than $30 million] in addition to a land base charge per acre. Despite federal rules and regulations, it is not clear whether Westlands is reaping the sole benefits of these "extra" charges, mortgage debt, interest and operation charges or whether Reclamation has a separate contract and charge for this M& I assignment collecting additional revenue per Reclamation rules and regulations. The impacts including irrigating selenium laden lands and Lemoore's resulting discharges into wastewater ponds was not analyzed in the Reclamation EA on interim contracts. See page 101 of 2008 A Financial Statements. For discussion of Lemoore NAS wastewater pond impacts and elevated selenium discharges see Moore et al 1990.

Further, the Water Needs Assessment provided in Appendix C of the Draft EA assumes that residential water demand would drop down to zero in 2051, reflecting "the Westlands Drainage Settlement" without any further explanation as to why the municipal water demands would change under the Settlement.[20]

III. The Conclusions of the Draft EA for the Interim Contract Renewal Conflict with both Facts and Law and an EIS is Required.

Federal law and regulation '*require at least thirty (30) calendar days before making the decision on whether, and if so how, to proceed with a proposed action, the Responsible Official must make the EA and preliminary FONSI available for review and comment to the interested federal agencies, state and local governments, federally-recognized Indian tribes and the affected public. The Responsible Official must respond to any substantive comments received and finalize the EA and FONSI before making a decision on the proposed action*.'[21] Failure to provide these essential documents for public review prevents comment and does not comply with the disclosure and transparency required by the National Environmental Policy Act. We note that no draft FONSI was included for review during the public comment period for these interim contracts.[22]

We include by reference the comments filed with Reclamation on behalf of PCFFA et. al. on January 5, 2018, by Steve Volker. Additionally, the Draft EA brushes aside, without facts or data, the Westlands' interim water supply contract impacts to the following:

A. The San Francisco Bay-Sacramento and San Joaquin River Delta Estuary.

There have been repeated violations of the Clean Water Act standards[23] and Endangered Species Act requirements under the Reasonable and Prudent Alternatives. CVP operations and the exports of water pursuant to this interim contract have consistently violated the Coordinated Operation Act of 1986 requiring adherence to Delta Water Quality Standards contained in D-1485 and subsequent water quality standards.

B. Endangered Species.

The Draft EA relies on narratives to discount effects to listed species. No data is provided to support the effects conclusions in the Draft EA. No consultation with either USFWS or the National Marine Fisheries Service (NMFS) was provided for public review. Without consultation and data determining impacts to endangered species from the propose contract sanctioned exports to an enlarged service area outside of Congressional authorization cannot be determined.

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[20] https://www.usbr.gov/mp/nepa/nepa_project_details.php?Project_ID=41301

[21] 40 CFR § 6.203 - Public participation.

[22] Reclamation's website only provides notice of availability of a Draft EA for public comment on 11.14.2019: https://www.usbr.gov/mp/nepa/nepa_project_details.php?Project_ID=41301

[23] Of particular note, the SWRCB, referencing WR Order 90-05, stated in WR 92-02 at page 9: *The State Water Board also has advised the USBR that decisions on water deliveries are subject to the availability of water, and that water should not be considered available for delivery if it is needed as carryover to maintain an adequate cold water pool for the fishery.* SWRCB warned against USBR decisions to maximize water deliveries in the initial years of a drought and failing to maintain sufficient carryover storage to protect fisheries and public trust resources.

1. For terrestrial species, the Draft EA relies on an environmental protection measure (@ pg 11, Section 2.2.1) that would be implemented to ensure that, "*No CVP water would be applied to native lands or land untilled for three consecutive years or more without additional environmental analysis and approval*." Yet no mechanism is established to track the compliance with this measure, and no land use data is provided to confirm that compliance with this measure is actually taking place. More details are provided in Land Use Effects section below.
2. For aquatic species in the Grasslands (downstream from the polluted runoff from Westlands' lands), such as the giant garter snake, the Draft EA (Table 4 @ pg 22) relies on a narrative which concludes that, "*Extensive land retirement along the northern boundary and drainage management under the Grasslands Bypass Project have prevented contamination of Grasslands wetlands water supply channels*." Yet, no data is provided that confirm that contamination of Grasslands wetland water supply channels has been prevented. More details are provided in Drainage Effects section below.
3. For aquatic species in the San Joaquin River and San Francisco Bay-Delta, the Draft EA (Table 4 @ 19-20) concludes that, "*Effects of pumping in the San Joaquin-Sacramento Delta are a result of CVP operations and have been/are being addressed separately under CVP/SWP Coordinating Operations consultation*." The San Francisco Bay and Delta ecosystem is at risk due to environmental degradation, including impacts from elevated levels of selenium. Waterways in the North Bay and Delta including Carquinez Straits, Suisun Marsh, and Sacramento San Joaquin Delta are listed as impaired for selenium on the 303(d) list (being addressed by a USEPA approved TMDL).[24] Sources of selenium contamination include agricultural drainage from the Central Valley and effluent discharges from oil refineries (Linares et al 2015; Presser and Luoma 2010). Effects of drainage contamination in the San Joaquin River and Bay Delta have not been addressed in the CVP/SWP Operations Consultation. More details are provided in Drainage Effects Section IV below.

C. **Indian Trust Assets**.

The Yurok and Hoopa Tribe's fishing and associated water rights in the Trinity River are Indian Trust Assets. Without data or analysis, Reclamation claims there will be no physical changes to existing facilities, no new facilities, and that continued delivery of CVP water to the contractors listed under the interim renewal contract will not affect any Indian Trust Assets. As the Hoopa Tribe commented as far back as 2010, the CVP water diversions to Westlands and other west side San Luis Unit, significantly impact their Indian Trust Assets:

> *"...It is irrelevant to the environmental review that the Tribe's reservation is not in the vicinity of the Proposed Action Area. The water to which the Tribe has a right and whose use is essential to its fishery resources is being delivered and will continue to be delivered pursuant to the proposed federal action from the vicinity of the reservation to the contractors' area by CVP facilities that divert water from the Tribe's watershed."* [25]

[24] https://www.waterboards.ca.gov/water_issues/programs/tmdl/2014_16state_ir_reports/category4a_report.shtml

[25] See January 29, 2010 Letter to Rain Healer, USBR from Joseph Membrino Re: Draft Environmental Assessment and Finding of No Significant Impact for the San Luis Unit Water Service Interim Renewal Contracts. pg 3.

Protection of the Indian Trust Assets for the Hoopa, Yurok and Winnemem Wintu people require sufficient water remain within the Tribe's watershed so that their fishery resources will thrive not merely survive.[26]

D. **Water transfers, exchanges, and non-project water diverted from various watersheds, rivers, and the S.F. Bay-Delta Estuary**.

These diversions and downstream impacts are major. In 2019 alone, Westlands CVP allocation was 70% of their full contract quantity, more than 835,000 AF was diverted to Westlands.[27] Impacts from these diversions were not analyzed in the EA. The majority of the water diverted came at the expense of flows, water quality, and temperatures in the Trinity River, Sacramento River, American River, the Yuba River, and the Delta Estuary. The impacts to imperiled fisheries facing extinction have been severe, but the EA does not analyze these impacts or include new information.[28]

E. **Retaining the full historic water quantities under the proposed contract without analyzing reduction of maximum contract quantities fails to disclose impacts.**

[26] *Federal court: Tribal water rights outrank farmers' rights* Associated Press11/25/2019 See https://www.cherokeephoenix.org/Article/Index/113786

[27] Full contract quantity from page 3 of DEA multiplied by 2019 allocation from https://www.usbr.gov/mp/cvp-water/docs/cvp-water-allocations-quantities-table.pdf

[28] See pages 7& 8 of the EA. Both the Coordinated Operation Act and Central Valley Project Improvement Act place limitations on the operations of the Central Valley Project to ensure water quality standards are met and fish and wildlife resources are protected and restored to specified levels. On 3 June 2015, The California Sportfishing Protection Alliance (CSPA), California Water Impact Network (C-WIN), AquAlliance and Restore the Delta (RTD**),** collectively "Petitioners," filed a complaint for declaratory and injunctive relief, under the Administrative Procedures Act, and a Petition for Writ of Mandate, under California Code of Civil Procedure, in federal District Court for the Eastern District of California. Natural production of Sacramento winter-run and spring-run Chinook salmon have decline by 98.2 and 99.3%, respectively, and are only at 5.5 and 1.2 percent of doubling levels mandated by the Central Valley Project Improvement Act, California Water Code and California Fish & Game Code. Toxic algal blooms like *Microcystis* pose a serious risk to drinking water quality and human health in the Delta; these are the type that shut down the water supply for the city of Toledo, Ohio in 2014, and that have caused the death of at least three dogs that jumped into northern California's waterways this year. The State predicts that toxic algal blooms will get worse in a climate-changed future if we don't take action now to address the problem.

'USBR is presently violating water quality standards protecting fish & wildlife and agricultural beneficial uses. USBR has failed to comply with the SWRCB 2010 Cease & Desist Order. CSPA additionally alleges that, USBR failed to comply with their responsibilities and obligations under the ESA, Public Trust Doctrine and Article X of the California Constitution. Violations of salinity standards at Three-mile Slough and Jersey Point have occurred in 2015 and are continuing. USBR and DWR are now in violation of WR Order 2010-0002 and the southern Delta salinity objectives at Old River Near Tracy, Old River near Middle River and San Joaquin River at Brandt Bridge. Further, the Vernalis salinity objective was violated on 5 days in July 2015. Significant because a key to Delta smelt abundance, X2, is determined by the concentration of salinity and not by flow.' https://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/docs/tucp/2015/cspa_jennings072215.pdf *The U.S. Supreme Court observed that a lowering of quantity or flow could destroy all of the beneficial uses of a river, and specifically that "… there is recognition in the Clean Water Act itself that reduced stream flow, i.e., diminishment of water quantity, can constitute water pollution." PUD No. 1 of Jefferson County v. Washington Department of Ecology,* (1994), 511 U.S. 700, 17.

The Draft EA proposes to renew full contract quantities as established in Table 1 below for a period of 2 years. These contract quantities are justified by outdated, inaccurate data, and bias that renders the Water Needs Assessment (WNA) insufficient in addressing shortcomings indentified by the 9th Circuit Court[29]. Further, the 9th Circuit Court ruled in their July 25, 2016 Amended Memorandum that "*Reclamation's decision not to give full and meaningful consideration to the alternative of a reduction in maximum interim contract water quantities was an abuse of discretion, and the agency did not adequately explain why it eliminated this alternative from detailed study… On remand, the district court shall direct Reclamation consider such an alternative in any future EA for an interim contract renewal.*"[30]

Table 1 Contractors, Existing Contract Amounts, and Expiration Dates

Contractor	Existing Contract Number	Contract Quantity (acre-feet per year)	Expiration of Existing Interim Renewal Contract
Pajaro Valley Water Management Agency, Santa Clara Valley Water District, and Westlands Water District Distribution District # 1 (3-way assignment from Mercy Springs Water District)*	14-06-200-3365A-IR16-B	6,260	2/29/2020
Westlands Water District	14-06-200-495A-IR6	1,150,000	2/29/2020
Westlands Water District Distribution District #1 (full assignment from Broadview Water District)	14-06-200-8092-IR16	27,000	2/29/2020
Westlands Water District Distribution District #1 (full assignment from Centinella Water District)	7-07-20-W0055-IR16-B	2,500	2/29/2020
Westlands Water District Distribution District #2 (partial assignment from Mercy Springs Water District)	14-06-200-3365A-IR16-C	4,198	2/29/2020
Westlands Water District Distribution District #1 (full assignment from Widren Water District)	14-06-200-8018-IR16-B	2,990	2/29/2020

*Note: Pajaro Valley no longer has an interest in the 3-way contract assignment and will no longer be a potential recipient of CVP water pursuant to the May 1999 agreement and subsequent contract assignment.

The claim above that 'Parajo Valley no longer has a claim to CVP water' is not supported by data nor a Board resolution from the Pajaro Valley Water Management Agency. This change in use is also not analyzed in the EA.

The PCFFA case held that Reclamation's previous assessment relied on "stale water needs data." Reclamation in this interim contract once again acts unreasonably and fails to use current data:

1) Without data or analysis, the WNA assumes that the acreage needing to be retired from irrigation in Westlands (under the Drainage Settlement) would be 100,000 acres. Yet, the preferred alternative in the 2006 San Luis Drainage Feature Re-evaluation (SLDFR) Final EIS @ pg 2-94 (In-Valley/Water Needs Land Retirement Alternative) included approximately 298,000 acres and 10,000 acres in Broadview Water District that would need to be retired from irrigated agriculture.[31] Even the 2007 Westlands Interim Contract[32], which all the subsequent Interim Contracts refer to and by reference implement, cites the land

[29] See Appendix B and C of the Draft EA, Central Valley Project (CVP) Water Needs Assessments (WNA) Purpose and Methodology, and Westlands WD WNA.

[30] See: https://cdn.ca9.uscourts.gov/datastore/memoranda/2016/07/25/14-15514.pdf

[31] https://www.usbr.gov/mp/nepa/includes/documentShow.php?Doc_ID=2227

[32] https://www.usbr.gov/mp/cvpia/3404c/lt_contracts/2007_int_cts/2007_interim_westlands_dft.pdf

retirement acreage from the SLDFR Record of Decision of 194,000 acres, not the 100,000 acres assumed in the WNA. No water quality data, depth to shallow groundwater assessment, or monitoring of salt and selenium is provided to support this arbitrary reduction in land retirement in Westlands. The Draft EA and WNA mentions the Federal Settlement Agreement[33], but this is of marginal relevance because the Agreement has not been approved by Congress, much less complied with NEPA, the Endangered Species Act, the Federal Clean Water Act, nor State of California law as required under Section 8 of the Reclamation Reform Act of 1982.[34] The latest Federal Defendants Status Report on litigation relevant to San Luis Unit drainage (Case 1:88-cv-00634-LJO-SKO) dated October 1, 2019 provided an update on the Westlands Settlement: "*A bill introduced in the House during the 115th Congress failed to secure a floor vote, and no action was taken in the Senate regarding the Westlands Settlement. ECF 1034 at 3. At this time, no bill has been introduced in the 116th Congress to authorize the Westlands Settlement. The Westlands Settlement, as amended, has by its own terms now become voidable because the necessary authorizing legislation was never enacte*d."

2) The WNA announces, without data or analysis, that productive acreage in Westlands is 560,700 acres from 2011 to 2050 and in 2051 shrinks to 460,700 acres. As mentioned earlier for the entire San Luis Unit, Congress specifically authorized only 500,000 acres across all San Luis Unit districts and three counties. Even Westlands' recent documents do not inflate eligible CVP acreage as much as Reclamation has in this EA. Westlands' 2017 Engineer Study[35] relying on data from 1988 to 2016, identifies only 453,466 acres that are eligible for CVP water @ pg 5-2. The figures used in the Draft EA and the WNA appear arbitrary, inflated, and biased in order to justify avoiding the accurate WNA ordered by the court and designed to inflate water deliveries.
3) The WNA does not explain why crop water requirements are supposedly hundreds of thousands of acre-feet greater in 2050 and 2051 than in 2011 (DEA Appendix C, column 15), and these differences are not proportional to the relative number of acres that supposedly will be irrigated in these years (DEA Appendix C column 21).
4) The WNA does not explain why residential population and municipal water demand decreases to zero from a total demand of 3,408 AFY in 2011 to zero AFY in 2051 (DEA Appendix C, column 30).
5) The USEPA in their comments on the Draft EIS and Supplemental Information for Renewal of Long Term Contracts for San Luis Unit (SLU) Contractors (CEQ# 050411 and 060056, dated April 17, 2006, @ pg 2 of Attachment A) recommended that the SLU FEIS should consider mitigation measures, such as "…*contract provisions, or changes in amounts and location of water applied, which will reduce drainage production and selenium mobilization*." EPA further cited 40 CFR 1502.14 (b) and CEQ's NEPA 40 Most Asked Questions, which emphasize the need to evaluate all reasonable alternatives, even if they conflict with local or federal law (2b).[36]
6) Reclamation chose to not include any alternatives in the Draft EA that curtailed full contract deliveries to Westlands as part of these Interim Contract Renewals. This decision not to give full and meaningful consideration to the alternative of a reduction in maximum interim contract water

[33] See USBR Drainage Settlement September 15, 2015 with Westlands Water District, April 2017 San Luis Agreement and proposed Northerly District Agreements https://www.usbr.gov/mp/wds.html.
[34] See Friends of the River letter to Justice, June 24, 2015, Drainage Settlement Fails to Comply with NEPA and Endangered Species Act--George Wright FOR Counsel to Stephen M. Macfarlene et. al. adopted here by reference.

[35] http://wwd.ca.gov/wp-content/uploads/2017/07/WWD_Engineers_Rpt_revised-7-21-17.compressed.pdf

[36] https://archive.epa.gov/region9/nepa/web/pdf/san-luis-deis-supplemental.pdf

quantities is an abuse of discretion, and the agency did not adequately explain why it eliminated this alternative from detailed study. Curtailing deliveries of CVP water to drainage impaired lands could have significant benefits to the environment, including: reducing diversions from the Trinity River and pumping in the Delta, reduction of drainage production and selenium contamination of the environment, freeing up water to meet CVPIA fish and wildlife obligations including water for fisheries restoration and improvement as established in CVPIA Sections 3406 b(2) and b(3) and for refuge water management needs as established in 3406(d).[37]

F. The effects of reallocation of CVP Water from contract assignments to Westlands and retired lands within Westlands relies on flawed NEPA Analyses.

1) Between 1999 and 2006, Reclamation approved five water assignments of CVP contract supply from neighboring districts to Westlands. All of these water assignments have relied on flawed NEPA documents that did not consider: curtailing deliveries of these assignments; effects of delivering this additional water to drainage impaired lands within Westlands; and, beneficial use of some of the assigned water for fish wildlife purposes despite the mandates identified in the CVPIA.:
    a. 6,260 AF/year, 3-Way Assignment Mercy Springs WD to Pajaro Valley WMA, Santa Clara Valley WD and Westlands Water District Distribution District #1. However, the EA now claims, without environmental analysis that Pajaro Valley WMA will not longer take their CVP supply,
    b. 4,198 AF/year, Partial assignment of from Mercy Springs to Westlands Distribution District #2,
    c. 27,000 AF/year from Broadview WD to Westlands,
    d. 2,990 AF per year from Widren WD to Westlands,
    e. 2,500 AF per year from Centinella WD to Westlands

2) There is no description of the status of retired lands in Westlands in the Draft EA. The SLDFR Final EIS contains the following description of retired lands in Westland @ pg 2-5:

> ***2.2.1.2 Lands Not in Agricultural Production***
>
> **Land Retirement**
>
> Land retirement is defined as the removal of lands from irrigated agricultural production by purchase or lease for other purposes or land uses. Under No Action, Reclamation assumes 109,106 acres would be retired based on the following:
>
> 1. CVPIA Land Retirement – Up to 7,000 acres of lands are included to be retired within the study area under the existing CVPIA land retirement program (2,091 acres retired to date).
> 2. Westlands Settlement Agreement (*Sagouspe v. Westlands Water District*) – A settlement agreement among various classes of water users within Westlands calls for temporary retirement of land. An estimated 65,000 acres of land would be retired under this settlement agreement. Because the agreement would allow these lands to come back into production if and when Reclamation provides drainage service, Reclamation assumed these lands would be retired under the No Action Alternative.[3]
> 3. Britz Settlement (*Sumner Peck Ranch, Inc., et al. v. Bureau of Reclamation, et al.*) – An additional 3,006 acres in Westlands are being retired permanently under a settlement agreement dated September 3, 2002, between the United States, Westlands, and the Britz group of plaintiffs in the Sumner Peck lawsuit.
> 4. An additional 34,100 acres from the Sumner Peck Ranch et al. settlement of December 2002 would be retired.
>
> In summary, 44,106 acres of permanently retired lands would be increased by 65,000 acres if drainage service is not provided to Westlands, for a total of 109,106 acres.

[37] https://www.usbr.gov/mp/cvpia/docs/public-law-102-575.pdf

There is no disclosure of any NEPA analysis completed on the reallocation of water from retired lands to upslope lands within Westlands The USEPA in their comments on the San Luis Unit Long Term Contracts EIS (@ pg 3 of Attachment A) noted concern that "*redistribution of supplies from lands which are no longer in production to land currently dependent on grounwater could lead to espansion of drainage-impared lands (p. 84, "Land Retirement Final Report", Feb. 1999). Water redistributed upslope can create conditions of shallow groundwater in downslope areas, leading to more widespread drainage problems*."[38]

IV. The Effects of Drainage from Westlands Caused by Irrigation Enabled by the Interim Contract Renewal are Significant and Complex and Must be Addressed in a Comprehensive EIS.

Federal and State law prohibits degradation of the waters of the State and Nation. Without data or substantive analysis of the effects of drainage contamination from Westlands, these interim contracts would allow the continued delivery of CVP water to lands known to create pollution when applied to irrigate these soils. This drainage pollution can deform fish and wildlife and impair reproduction and affect survivorship. These adverse impacts affect trust resources including migratory birds, anadromous fish, and federally and state listed species. Continued delivery of water to these soils, as contemplated by this contract renewal, will degrade the waters of the State and Nation. The USEPA in their comments on San Luis Unit Long Term Contract Renewals (@ pg 4 of Attachment A) concluded that, "*the Drainage solutions and features relied upon to implement these solutions should not be separated from the implementation of long-term water contracts*."[39] Yet that is exactly what Reclamation has done in this EA. And appears poised to do it again in the conversion of this contract to a permanent contract.[40] No NEPA compliance documents have been released nor has environmental analysis been conducted for this conversion to a permanent contract.

A. No data on land retirement and groundwater conditions in Westlands is provided to support conclusions.

The Draft EA @ pg 28 argues that land retirement has reduced volume of drainage being produced: "*the transition of Westlands lands to efficient irrigation systems, in concert with land retirement and fallowing, has significantly reduced the volume of drain water being produced. As a result, the giant garter snake is extremely unlikely to be adversely affected by the Proposed Action*." Yet, aside from the narrative, no data on the actual acreage and locations of retired lands in Westlands is provided in the Draft EA. Further, no data on shallow groundwater quality and depths in Westlands are provided to support the conclusions in the Draft EA.

A comprehensive reconnaissance of drainage problem in Westlands has not been conducted since 1980's. A major planning effort to devise a drainage plan for the San Luis Unit was completed in 2006, with the San Luis Drainage Feature Re-evaluation (SLDFR) Final EIS. Yet the much of the data in the SLDFR

[38] https://archive.epa.gov/region9/nepa/web/pdf/san-luis-deis-supplemental.pdf

[39] Ibid.

[40] https://www.usbr.gov/newsroom/newsrelease/detail.cfm?RecordID=68443 USBR October 25, 2019 *Reclamation releases draft repayment contract for Central Valley Project contractor.* And *Reclamation extends the public comment period for the released draft repayment contract for Central Valley Project contractors* https://www.usbr.gov/newsroom/newsrelease/detail.cfm?RecordID=68567

FEIS for Westlands, which was used to define the drainage problem and help with modelling analyses, was derived from 1980's data of groundwater conditions in Westlands (CH2MHill 1985).[41]

The Draft EA includes a narrative description of groundwater movement in Westlands based on modeling done by Williamson et al 1989 describing a groundwater flow system that has a much larger vertical gradient than horizontal gradient. However, lateral and vertical movement of subsurface drainage are not the only effects of subsurface agricultural drainage from Westlands to downslope lands. Steve Deverel, a groundwater hydrologist with Hydrofocus Inc., provided written testimony to the State Water Resource Control Board for the 1998 Bay-Delta Water Rights Hearing describing the effect of the hydraulic pressure of shallow drainage problem upslope of the Firebaugh Canal WD and Central California Irrigation District (primarily in Westlands) causing increases in pressure down gradient and contributing to drainage flows within those districts (Deverel 1998). Relevant excerpts are provided below:

"I have also been asked if I could quantify the load of salinity and selenium that enters along this boundary by downslope migration compared to the drainage load leaving Firebaugh Canal Water District as an example. Downslope migration does not explain all of the load but a part of it is from this shallow downslope flow, in the range of 20 to 40%..."

"…Elevations of groundwater in saturated areas in upslope areas are higher than elevation [*sic*] *in lower areas. Although a particular particle of Water will take many years to migrate, in saturated soils pressure is very quickly transmitted to areas of lesser pressure. That is what is happening here. Pressure transmitted from high areas to low areas as an example will cause poor quality Water to show up in surface drain and be counted as load. A particle of poor quality Water may have originated from farming the downslope areas or migrated in the shallow geological features from farming the downslope areas or migrated in the shallow geological features from upslope, but the pressure causes it to rise into the tile drainage and surface drain and flow out."*

"Pumping decreased substantially during the 1950's and 1960's as surface water was delivered and groundwater water levels rose. This rise in the groundwater levels continues to occur and has caused increases in pressures in downslope areas which have contributed to drainage flows."

Numerous Reclamation documents have noted downgradient groundwater flows that could impact areas downslope of Westlands. For example, the SLDFR FEIS developed a regional groundwater flow model for the SLDFR project area (which included agricultural lands in the San Luis Unit, Delta Mendota Canal Unit, and San Joaquin Exchange Contractors service areas) developed by Hydrofocus Inc. The SLDFR FEIS noted on page 6-26 that, "*Using the groundwater-flow model results, horizontal groundwater velocities were estimated at about 500 feet/year in the upper 50 feet of the saturated zone for the 1-foot/year seepage rate. Therefore, in 44 years groundwater with high salinity and constituent concentrations could travel about 20,000 feet downgradient from the evaporation basins. Results suggested significant water level increases could affect crop root zone salinity within 3,500 feet of the evaporation basins...*"[42]

The San Luis Unit Long Term Contract Draft Supplemental EIS dated 2006 (Appendix B, @ pg 11) found that, "*The Westlands Subarea has no drainage discharge to the receiving waters of the State,*

[41] Westlands North, South and Central drainwater quality was estimated in the SLDFR FEIS by geostatistical analysis using TDS concentrations and 1980's groundwater data (SLDFR FEIS Appendix C, page C-39) https://www.usbr.gov/mp/nepa/includes/documentShow.php?Doc_ID=2234

[42] Available at this link https://www.usbr.gov/mp/nepa/includes/documentShow.php?Doc_ID=2234

therefore it is not directly affected by the current salinity and boron TMDL which limits discharge into the San Joaquin River. However, these actions have an indirect impact on the hydrology of the Basin owing to regional groundwater flow from Westlands into the Grasslands subarea…"[43] Further, the Draft EA for a CVP Water Assignment from Broadview Water District (USBR 2004) noted on page 4-2 that, "*…the Proposed Action would reduce the quantity of drainage water currently being discharged from the BWD [Broadview WD] to the San Joaquin River by approximately 2,600 acre-feet or 70 percent of water per year (Summers Engineering, 2003). More specifically, by fallowing the BWD lands and not applying CVP water for irrigation, the estimated reduction in drain water discharge from existing conditions (approximately 3,700 acre feet per year [afy]), will be reduced by approximately 1,100 afy. Most of these resulting flows are likely attributable to sub-surface flows originating from up-gradient locations to the south and west…*" and on page 4-12 that, "*Although irrigated agriculture would be discontinued within the BWD, under-land flow of groundwater from up-gradient locations would still contribute to drain water within BWD drainage canals*." In other words, the Broadview DEA estimated that about a third of the subsurface drainage below Broadview WD originated outside and upslope of district boundaries via lateral flow from agricultural lands in the south and west (i.e., Westlands).

The SWRCB in their revised Water Rights Decision 1641, dated March 15, 2000 (@ pg 83) identified lands within the San Luis Unit that contribute to drainage-water contamination to the San Joaquin River, "*…the SWRCB finds that the actions of the CVP are the principal cause of the salinity concentrations exceeding the objectives at Vernalis. The salinity problem at Vernalis is the result of saline discharges to the river, principally from irrigated agriculture, combined with low flows in the river due to upstream development. The source of much of the saline discharge to the San Joaquin River is from lands on the west side of the San Joaquin Valley which are irrigated with water provided from the Delta by the CVP, primarily through the Delta-Mendota Canal and the San Luis Unit.* "[44]

Oppenheimer and Grober (2004) in a draft staff report for the Amendments to the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins for the Control of Salt and Boron Discharges into the Lower San Joaquin River, noted the following with respect to Westlands' effects on San Joaquin River water quality: "*The Grassland Subarea contains some of most [sic] salt-affected lands in the LSJR watershed. This subarea is also the largest contributor of salt to the LSJR (approximately 37% of the LSJR 's mean annual salt load). Previous studies indicate that shallow groundwater in the LSJR watershed is of the poorest quality (highest salinity) in the Grassland Subarea (SJVDP, 1990). The Grassland Subarea drains approximately 1,370 square miles on the west side of the LSJR in portions of Merced, Stanislaus, and Fresno Counties. This subarea includes the Mud Slough, Salt Slough, and Los Banos Creek watersheds. The eastern boundary of this subarea is generally formed by the LSJR between the Merced River confluence and the Mendota Dam. The Grassland Subarea extends across the LSJR, into the east side of the San Joaquin Valley, to include the lands within the Columbia Canal Company [and including the Northern Portion of Westlands Water District]*."

The USEPA in their comment letter on the Draft EIS and Supplemental Information for Renewal of Long Term Contracts for San Luis Unit (SLU) Contractors (CEQ# 050411 and 060056, dated April 17, 2006, @ pg 5 and 6 of Attachment A) found that, "*Subsurface drainage flow comes in part from the Westlands Water District and other water districts upgradient of the northerly [San Luis Unit] districts with high*

[43] Available at this link: https://www.usbr.gov/mp/nepa/includes/documentShow.php?Doc_ID=2143

[44] Available at this link: https://www.waterboards.ca.gov/waterrights/board_decisions/adopted_orders/decisions/d1600_d1649/wrd1641_1999dec29.pdf

selenium/Total Dissolved Solids (TDS) concentrations ([USBR SLDFR] Plan Formulation Report Addendum, July 2004)." EPA recommended that the FEIS for San Luis Unit Long Term Contracts should include information on the relationships between irrigation in the San Luis Unit (including Westlands) and groundwater movement downslope, in terms of flow and water quality. EPA further noted that Reclamation should provide information on the San Luis Unit's role in groundwater accretions and discharges of pollutants into wetland channels and the San Joaquin River and identify impacts to wetlands and wildlife. Based on this additional information, the FEIS should consider mitigation measures, such as "*changes in amounts and location of water applied, which will reduce drainage production and selenium mobilization*."

B. The Westlands Contract includes an obligation to implement Drainage Studies and Solutions--These are absent.

The Draft EA references the 1963 Water Supply Contract with Westlands (Contract No. 1406-200-495A) with Reclamation for CVP supply from the San Luis Canal, Coalinga Canal, and Mendota Pool. This contract includes the following requirement @ pg 24:

> *DRAINAGE STUDIES AND SOLUTIONS [lines 10 to 18 see page 24] To aid in determining the source and solution of future potential drainage problems the District shall, in a manner satisfactory to the Contracting Officer, initiate and maintain a program of ground-water observation in order to delineate shallow water table areas and shall furnish annually to the Contracting Officer, during the period of this contract and any renewal thereof, records and analyses of such observations as they relate to potential drainage problems. The District shall construct such drainage works as are necessary to protect the irrigability of lands within the District. (emphasis added)*

No such data was provided in the Draft EA or Appendices. Nor is this provision included in the 2016 Interim contract for Westlands (the last Interim Contract for Westlands posted on USBR's website).[45]

C. Environmental Impacts from Groundwater pump-ins in the California Aqueduct need to be disclosed.

There is no mention or analysis of the impacts from polluted groundwater from Westlands being pumped into the California Aqueduct as part of a Warren Act Contract approved by USBR in 2015 despite records showing elevated levels of selenium, arsenic, and boron in this groundwater.[46] The California Department of Water Resources conducts monthly monitoring of the California Aqueduct and has times documented elevated levels of concern for selenium at Check 21 near Kettleman City, station number KA017226, especially during times when surface water flows have been restricted in the Aqueduct and groundwater from Westlands is being pumped into the Aqueduct. Some of these monthly water quality samples have exceeded the US EPA's November 2018 proposed selenium objectives for protection of aquatic fish and wildlife. These proposed objectives include a lentic water quality objective of 1.5 µg/L (lentic meaning of, relating to, or living in still waters, such as lakes, ponds, or swamps), which would be the applicable selenium objective for Kern National Wildlife Refuge and other wetlands that are fed by

[45] https://www.usbr.gov/mp/cvpia/3404c/lt_contracts/2016-int-cts/index.html

[46] https://www.usbr.gov/mp/nepa/nepa_project_details.php?Project_ID=21021

water from the Aqueduct.[47] The 50 µg/L drinking water selenium objective that is currently applicable to water in the California Aqueduct is not protective of fish and wildlife resources that use water from the Aqueduct. Kern National Wildlife Refuge receives their refuge water supplies from the California Aqueduct. Endangered species, such as the Buena Vista Lake Shrew, are likely to be impacted from cumulative levels of selenium in this source water contaminated by Westlands' groundwater discharges. The once-a-month water quality sampling is insufficient to capture selenium spikes that accumulate downstream, or to assess the bioaccumulation in the food chain.[48]

D. Drainage Contamination in Grasslands Wetland Channels.

The Draft EA notes @ pg 22 in the effects table for federally-listed species, under giant garter snake, that extensive land retirement along the northern boundary and drainage management under the Grassland Bypass Project (GBP) have "*prevented contamination of Grasslands wetlands water supply channels*." Yet, those very channels in the Grasslands are listed as impaired for selenium on the State's 303(d) list[49], and elevated selenium in those channels could be resulting in harm to aquatic-dependent fish and wildlife resources. Further, aside from the narrative in the Draft EA, there are no maps documenting retired lands in Westlands, no data confirming that contaminated groundwater is not migrating downslope and out of Westlands, and no data on flow or water quality in the Grassland wetland channels.

The undersigned organizations have long-standing interests in the GBP because contaminants in agricultural drainage discharges have profound effects to the environment, including effects to downstream waterways, aquatic life, and migratory birds. Further Westlands' Broadview District lands and upgradient irrigated lands contribute to this drainage discharge. We hereby include our previous comments on the GBP EIR/EIS and Basin Plan Amendment by reference.[50]

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[47] Federal Selenium Criteria for Aquatic Life and Aquatic Dependent Wildlife Applicable to California Docket RIN, 2040-AF79 EPA-HQ-OW-2018-0056 FRL-9989-46-OW. These selenium criteria established lentic and lotic water values, and bird egg and fish tissue values. See: https://www.regulations.gov/document?D=EPA-HQ-OW-2018-0056-0001.

[48] Selenium & Arsenic concentrations in the California Aqueduct, downstream of where groundwater has been pumped into the canal, have increased markedly in 2015 and in the case of Arsenic are approaching the Maximum Contaminant Level for drinking water of 0.010 mg/L.
See http://www.water.ca.gov/waterdatalibrary/waterquality/station_group/index.cfm

[49] https://www.waterboards.ca.gov/water_issues/programs/tmdl/2014_16state_ir_reports/01657.shtml#34338

[50] These comments are as follows: Coalition comments of environmental, fishing, and environmental justice organizations opposed U.S. EPA's proposed federal water quality criteria for selenium applicable to California. March 28, 2019. *Available at* http://calsport.org/news/wp-content/uploads/PCL-et.-al-Cmt-Letter-EPA-CaSelenium-Criteria-Doc-No.-EPA-HQOW-2018-00....pdf; Comments of the Pacific Coast Federation of Fishermen's Associations Requesting Denial of Proposed Waste Discharge Requirements for Surface Water Discharges from the Grassland Bypass Project, Stephan C. Volker. June 22, 2015. *Available at* https://www.waterboards.ca.gov/centralvalley/water_issues/grassland_bypass/wdrs_development_archive/2015may/2015_05_gbp_com_pcffa.pdf; Re: Land Retirement Benefits to Grasslands Bypass Project and Draft Waste Discharge Requirements, Coalition Letter to CVRWQCB Follow-up on Grasslands WDR**.** September 8, 2014. *Available at* http://calsport.org/news/wp-content/uploads/Coalition-response-letter-toLongley-re-gbp-land-retirement.pdf; Coalition Comments Re Draft Waste Discharge Requirements for the Grassland Bypass Project. June 30, 2014. *Available at* http://calsport.org/news/wp-content/uploads/Finalcoalition-comments-on-Draft-GBP-WDR-6.30.14.pdf.

E. The San Francisco Bay/Delta continues to be impacted by selenium from agricultural drainage.

The San Francisco Bay and Delta ecosystem is at risk due to environmental degradation, including impacts from elevated levels of selenium. Waterways in the North Bay and Delta including Carquinez Straits, Suisun Marsh, and Sacramento San Joaquin Delta are listed as impaired for selenium on the 303(d) list (being addressed by a USEPA approved TMDL).[51] Sources of selenium contamination include agricultural drainage from the Central Valley and effluent discharges from oil refineries (Linares et al 2015; Presser and Luoma 2010). 1.At risk species include federally listed as threatened or endangered, green sturgeon, Chinook salmon, steelhead trout, delta smelt, splittail and the California Ridgway's rail, as well as many migratory bird species that use the estuary as a wintering ground, including greater and lesser scaup, and white-winged, surf, and black scoters. The USEPA noted on page 46036 of the Federal Register Notice 81(136) that, "[t]he analyses to develop the fish tissue and the avian egg tissue benchmarks used in the modeling, and the modeling results used to derive the proposed water column criteria, indicate the health of these species would be negatively impacted from exposure to selenium water column concentrations above 0.2 µg /L, which would be allowed to occur under the existing NTR selenium criterion of 5.0 µg /L. Accordingly, EPA finds that it is necessary to propose revised and more protective criteria for selenium in order to help ensure the continued protection of these vulnerable species and associated designated uses."

Our organizations submitted comments to USEPA on the proposed selenium water quality and tissue criteria for the Bay Delta supporting more protective water quality criteria and hereby incorporate those comments by reference.[52] The selenium discharges being considered by the Regional Board from the GBP for the next 25 years will affect the Bay-Delta ecosystem and could affect compliance with EPA's proposed water quality criteria for San Francisco Bay and Delta. The 5.0 µg /L Basin Plan selenium objective for Mud Slough and the San Joaquin River is not protective of downstream beneficial uses, will result in non-compliance with proposed water quality criteria and will cause deleterious effects to fish and wildlife in the Bay-Delta. Westlands' Broadview District and upgradient irrigated lands contribute to this discharge and yet no monitoring, data or analysis of these impacts is provided.

[51] https://www.waterboards.ca.gov/water_issues/programs/tmdl/2014_16state_ir_reports/category4a_report.shtml

[52] Coalition comments of environmental, fishing and environmental justice organizations on EPA's Water Quality Standards for the Establishment of Revised Numeric Criteria for Selenium for the San Francisco Bay and Delta. October 28, 2016. *Available at* https://www.regulations.gov/document?D=EPA-HQ-OW-20150392-0246

Table 2. Proposed Selenium Water Quality Criteria for the San Francisco Bay and Delta

Media Type	Tissue		Water Column[1]		
			Dissolved		Particulate
Criteria	Fish Whole Body or Muscle	Clam	Chronic	Intermittent Exposure[2]	Chronic
Magnitude	8.5 µg/g dw whole body or 11.3 µg/g dw muscle	15 µg/g dw	0.2 µg/L	$WQC_{int} = 0.2\ \mu g/L - \frac{C_{bkgrnd}(1 - f_{int})}{f_{int}}$	1 µg/g dw
Duration	Instantaneous measurement	Instantaneous measurement	30 days	Number of days/month with an elevated concentration	30 days
Frequency	Not to be exceeded	Not to be exceeded	Not more than once in three years	Not more than once in three years	Not more than once in three years

[1] Dissolved and particulate water column values are based on total selenium (includes all oxidation states, i.e., selenite, selenate, organic selenium and any other forms) in water.

[2] Where C_{bkgrnd} is the average background selenium concentration in µg/L, and f_{int} is the fraction of any 30-day period during which elevated selenium concentrations occur, with f_{int} assigned a value ≥ 0.033 (corresponding to one day).

F. Drainage Treatment is not cost effective and has not been proven to be reliable and meet operational criteria.

The 2006 EIS for SLDFR and the 2009 EIR/EIS for the GBP included treatment as a significant component of the plan to manage drainage and reduce brine volumes to be discharged or disposed of. Reclamation has promoted and funded drainage treatment solutions for decades with repeated operational failures and unreliable results. Both the SLDFR EIS and the GBP EIS/R included a bio-treatment plant to reduce the selenium load being discharged, and to ultimately achieve zero discharge of agricultural drainage to the San Luis Drain and San Joaquin River.

In 2012, construction began of the SLDFR Demonstration Treatment Plant (Demo-Plant) in Panoche Drainage District. The purpose of the Demo-Plant was to demonstrate and operate water treatment processes to collect cost and performance data for the design of a full-scale water treatment facility to be constructed in Westlands. The Demo-Plant was completed in 2014 but did not operate consistently due to operational failures and faulty design. The treatment plant has yet to become operational.[53]

The Department of Interior's Inspector General issued a report in November 2019 that finalized their investigation on the Demo-Plant.[54] The Inspector General found that the Demo-Plant did not provide the agricultural drainage service that is required by statute and it did not consistently meet operational performance criteria. In addition, the USBR was found to not have provided effective oversight of the cooperative agreement for operation and maintenance of the Demo-Plant. As a result, USBR spent a reported $67.8 million for a project that does not meet its legal obligation and that had not consistently met operation performance goals. Warned of fraud, the Inspector General found that "work at the "pilot" Demo-Plant included: "invalid single audits, conflicts of interest with key personnel, a general absence of project oversight, and questionable use of a cooperative agreement as the legal instrument." The Inspector General also raised federal fraudulent funding issues, stating: "*We also question how and why*

[53] Federal Status Report of October 1, 2019 Case 1:88-cv-00634-LJO-SKO Document 1037 Filed 10/01/19.

[54] See https://www.doioig.gov/reports/bureau-reclamation-did-not-effectively-manage-san-luis-demonstration-treatment-plant

the project grew from a pilot-scale $15 million demonstration and research and development plant to a full-size $37 million plant. Further, we have been told that the costs to operate and maintain the plant could outweigh the benefits of the treated water produced." [55]

All action alternatives in the SLDFR FEIS included bio-treatment and reverse osmosis treatment as a large part of the schematic to manage drainage for the San Luis Unit, primarily from Westlands. Since the Demo-Plant has yet to work reliably, the viability and costs of the drainage plan put forth in the SLDFR ROD is questionable, particularly at full-scale. Without treatment, how will drainage volumes and selenium loads be managed?

G. Long Term Viability of Drainage Management Actions.

The SLDFR FEIS included a suite of management actions including drainage reuse (to reduce the volume of drainage that would need to be treated), treatment and disposal. Pilot studies conducted for SLDFR failed to meet specified objectives, putting doubt into effective implementation at full-scale.

Reuse of polluted drainage in reuse areas does not eliminate the loading of wastes. It simply stockpiles wastes on land. The continued recycling of agricultural drainage will ultimately turn vast areas of the Central Valley into salted up wastelands. The practice of drainage reuse is not sustainable and will inevitably lead to permanent fallowing of more and more land.

H. Land Retirement is the most cost effective and proven strategy to manage drainage.

Our organizations have previously submitted comments to the Regional Water Board about the success of land retirement in relation to the GBP's drainage volume load reductions.[56] The USBR's 2004 Broadview Water Contract Assignment Draft Environmental Assessment cites Summer's Engineering as predicting a load reduction of 17,000 tons of salt, 1,500 pounds of selenium, and 52,000 pounds of boron to the San Joaquin River each year from the cessation of irrigation on 9,200 acres of agricultural land in Broadview Water District as per Table 4-1 below (USBR 2004). This amounts to a per acre reduction of 0.28 AF of drainage, 1.85 tons of salt, 0.16 pounds of selenium and 5.65 pounds of boron.

TABLE 4-1
DRAINAGE AND WATER QUALITY EFFECTS OF PROPOSED ACTION ON THE SAN JOAQUIN RIVER

	Existing Conditions	Under Proposed Action Conditions	Estimated Reduction Attributable to Proposed Action
BWD Drainage to San Joaquin River (afy)	3,700	1,100	2,600
BWD Estimated Salt Production (tons/yr)	24,300	7,300	17,000
BWD Estimated Selenium Production (lbs/yr)	2,140	640	1,500
BWD Estimated Boron Production (lbs/yr)	74,000	22,000	52,000

Source: Summers Engineering, 2003

[55] See https://www.doioig.gov/sites/doioig.gov/files/ManagementAdvisory_ProposedModification_112717.pdf
[56] See Coalition letter to CVRWQCB on Selenium Basin Plan Amendment, April 26, 2010, p 15-16; http://www.waterboards.ca.gov/centralvalley/water_issues/grassland_bypass/grasslands_bpa_coalition_ltr and Coalition letter to Karl Longley on Land Retirement Benefits to Grasslands Bypass Project and Draft Waste Discharge Requirements: http://calsport.org/news/wp-content/uploads/Coalition-response-letter-to-Longley-re-gbp-land-retirement.pdf

Land retirement likely accounted for most of the reductions in selenium, and the majority of reductions in drainage volume, boron and salt claimed by the Grasslands Bypass Project in the 2009 EIR/EIS.

The USEPA, in a letter regarding the Bay Delta Conservation Plan,[57] strongly recommended the USBR's Land Retirement Program be revived to save water and prevent further selenium contamination and impacts to endangered species (page 13):

> ***Recommendations:*** *To mitigate for the project's impacts to selenium levels in the estuary as a result of the BDCP operations, consider reviving and funding the Bureau of Reclamation's Land Retirement Program[17] to remove from cultivation and irrigation large areas of selenium laden lands on the West side of the San Joaquin Valley. This would save irrigation water, reduce discharges of selenium into the San Joaquin River basin, and advance attainment of selenium reduction targets[18] set by EPA and the Central Valley Regional Water Quality Control Board. Evaluate the extent to which restoration of these "retired" lands to the native plant community could also contribute to the recovery of threatened and endangered plants and animals listed by FWS. Consider analyzing the cost/benefit of implementing treatment technologies vs. land retirement. Although cost/benefit analyses are not required under NEPA, such an analysis may be useful to decision makers and the public in this case."*

Further, the USBR's San Luis Drainage Feature Re-Evaluation (SLDFRE) Final EIS in 2006 found that land retirement was the most cost-effective solution to managing drainage in the San Luis Unit. Three land alternatives were evaluated in the SLDFRE EIS, 306,000 acres, 194,000 acres and 100,000 acres respectively. The Final EIS found that the only environmentally and economically preferred alternative was to retire 306,000 acres (In-Valley/Drainage Impaired Area Land Retirement).[58] It's clear from the NED findings in Table N-10 below that additional land retirement would provide increased net economic benefits.

Table N-10
Benefit/Cost Summary
Changes Relative to the No Action Alternative ($/year in 2050)

Subarea	In-Valley Disposal	Out-of-Valley Disposal	In-Valley/ Groundwater Quality Land Retirement	In-Valley/ Water Needs Land Retirement	In-Valley/ Drainage-Impaired Area Land Retirement
Total NED Benefit	$37,962,000	$38,430,000	$31,164,000	$20,629,000	$9,931,000
Total NED Cost	51,225,000	51,370,000	46,767,000	30,778,000	6,288,000
Net NED Benefit	**-$13,263,000**	**-$12,940,000**	**-$15,603,000**	**-$10,149,000**	**$3,643,000**

Notes:
Values represent net NED benefits relative to No Action.
Values rounded to nearest $1,000. Totals may not add due to rounding.

Moreover, the US Fish and Wildlife Service, in their Fish and Wildlife Coordination Act Report (FWCAR) for SLDFRE, recommended that all of the northerly area within the San Luis Unit

[57] http://calsport.org/news/wp-content/uploads/bay-delta-conservation-plan-deis.pdf

[58] SLDFRE Final EIS, Appendix N, Table N-10, page N-17, accessed at https://www.usbr.gov/mp/nepa/includes/documentShow.php?Doc_ID=2240

(GBP Drainage Area) be retired as well,[59] but USBR did not consider that alternative. The Service concluded on page 67 of the FWCAR, "*To avoid and minimize risks and effects to fish and wildlife resources in the San Joaquin Valley and Pacific Flyway, the Service recommends land retirement on all drainage impaired lands in the SLU. This approach would maximize the elimination of drainage at its source, and therefore avoidance of adverse fish and wildlife effects*."

The Draft EA arbitrarily reduces the acreage of permanent land retirement from what was recommended in the Final EIS for SLDFR. This 'head in the sand' approach continues delivering CVP water to drainage-impaired lands in Westlands and creates an ongoing risk of toxic selenium discharges to wetland water supply channels, Mud Slough, the San Joaquin River and the Bay-Delta estuary, especially in wetter years.

I. A Drainage Plan is required by law.

Federal courts and reclamation law require a drainage plan. There is no plan. There is an unauthorized settlement agreement, as mentioned in the Draft EA, whereby Reclamation suggests implementation would occur in 2051. Westlands would be required to contain all drainage within their district. As pointed out, this promise is one of a long line of promises broken by Westlands, designed to get a contract for water without an effective drainage plan.[60]

The drainage management laid out in the schematics of the preferred alternatives in the SLDFR FEIS and ROD have failed during pilot studies, and as yet, treatment has not proven viable or cost effective. Moving forward with contracts that authorize full quantities without acknowledging drainage problems and technological and economic limitations is negligent and in violation of the law.

J. An Alternative including Secretarial cessation of water deliveries to Westlands' must be considered.

There is nothing presented in the record that precludes the Secretary of Interior from considering an alternative that decommissions this specific contract. There is no legal obligation to operate a project once it was built if experience reveals to the Secretary that the project is not "practicable" under reclamation law without drainage (which of course both Reclamation and Congress knew to be the case beforehand) and is harmful to public and environmental health. At the time the San Luis Unit was authorized in 1960, vast portions of the unit were understood by Congress, the Bureau of Reclamation and the State of California not to be "practicable" of irrigation without drainage. *See* Reclamation Act of 1902 section 4 (43 USC 419) "*Upon the determination by the Secretary of the Interior that any irrigation project is practicable, he may cause to be let contracts for the construction of the same . . ...*" The statutory premise of practicable irrigability requirement remains under Reclamation law.

Drainage was known to be an issue and it was required to be provided under the San Luis Act of 1960 (PL 86-488). The project proceeded without it. So the catastrophe of Westlands' irrigation cause pollution and degradation of water supplies was both predictable and predicted. The contract does not require Reclamation to merely roll over the existing interim contract without considering the irrigability requirements under Reclamation law and by definition the cessation of exported water to these non-irrigable lands. Further, any consideration of a "no-action" alternative should not set up the false choice

[59] SLDFRE Final EIS, Appendix M, USFWS FWCAR accessed at https://www.usbr.gov/mp/nepa/includes/documentShow.php?Doc_ID=2236

[60] Taxpayers in 2002, paid roughly $140 million dollars in a previous settlements to "solve" the drainage problem where four families reportedly reaped most of the financial gains and Westlands got the land and the water. Also see http://www.lloydgcarter.com/content/120329554_how-westlands-was-won-a-two-part-series-part-one

of drainage vs no drainage. This is a false choice. The alternative which needs to be considered is the cessation of water exports under the contract to these lands that are causing the pollution. Such a false choice--drainage vs. no drainage-- is a deliberate obfuscation by the Secretary to avoid considering the alternative of discontinuing water deliveries to these badlands. The "No-Action" in the SLFRE alternative created by Reclamation set up a false choice between no drainage and drainage. The no action alternative is feasible and legal under the 9th Circuit court decision if the Secretary changed operations and discontinued deliveries to drainage impaired lands.

Further under Reclamation law, feasibility is required of project operations. Typically project feasibility is determined by an economic analysis, the goal of which is a 1:1 benefit-cost ratio. If one includes the obligation for drainage where no solution has been effect, it seems that irrigation of Westlands is not *economically* feasible from a national perspective, even if it is *financially* beneficial to Westlands' irrigators. (The ongoing environmental damage caused by its operation is a cost that needs to be fully integrated into any justification for continued deliveries. There is a need for a full and fair review in the NEPA analysis that would determine what lands within Westlands' service area are not practicably irrigable and that portion of the project should be *decommissioned*. Review should be made of the authority of the Secretary to make the non-practicability determination and thus, stop water deliveries. How can there be an obligation to provide—and liability for not providing—drainage when the government has decided, using another cornerstone of reclamation law, that irrigation of Westlands is not a "beneficial" use of water. *See* section 8 of the 1902 Act "beneficial use shall be the basis, measure, and limit of the right."

Under the current San Luis Unit situation, solving the vexing drainage pollution problem turns on whether CVP is delivering water to Westlands. If yes, then drainage is required of the Reclamation to be repaid by the contractors. If not, that is, if the Secretary declares it is not beneficial or practicable to apply water to San Luis Unit lands, then the drainage obligation as a federal responsibility disappears. This environmental pollution, the potential for clean up and treatment along with the costs must be weighed against the alternative of not delivering the water for irrigation.

In addition the cumulative impacts of other water export projects such as a tunnel project providing even great exports needs to be evaluated against (1) the full cost, including drainage and environmental remediation costs of irrigating the San Luis Unit; and (2) who is responsible for those costs.

The benefit/cost ratio of the SLU is no longer demonstrable, if ever it could have been. The SLU irrigation development has a fundamental flaw in its soils, drainage, are location re water source that it is not economical to remediate. The SLU is not feasible. The SLU is not a practicable irrigation project.

Section 4 of the 1902 act states: "Upon the determination by the Secretary of the Interior that any irrigation project is *practicable*, he may cause to be let contracts for the construction of the same . . ." (emphasis added). We know that subsequent to 1902, by the time of the SLU authorization in 1960, reclamation law had changed to require congressional authorization of projects. But the basic criterion of practicability remained intact.

When one looks PL 86-488, one can see how problematic the project development was, with drainage being the biggest problem. Tapping distant water supplies (e.g. Trinity River) along with expensive pumping plants and the Delta-Mendota Canal/California Aqueduct Intertie added to the problem. Too many subsidies are needed to address problems that it turns out cannot be solved. Moreover there has been an enormous environmental price to pay because the SLU has not worked and has not been feasible in the first instance to construct. Thus, one is drawn to the unavoidable conclusion that using CVP water on these SLU lands under these conditions is not practicable under federal law or "beneficial" under state law.

Further, any conversion from the existing 9(e) contract to a 9(d) contract must include a contract to resolve this vexing contamination problem caused by such water quantity exports. Clearly because such conversion contracts are proposed the proposed new interim contracts must document the practicability of the irrigation of Westlands' lands. We conclude (1) Over 200,000 acres under the proposed interim contract due to drainage is no longer practicable of irrigation; and (2) it is not a beneficial use to apply water to these lands that are not practicable of irrigation. We conclude accordingly and that the State Water Board must re-open the water right and Reclamation must cease deliveries of water to these toxic lands. It remains unclear whether the State Board has conformed its *place of use* designation for CVP water exports to facts on the ground. Further a contract requirement should include (1) A prohibition of any irrigation of drainage impaired lands (2) the restoration fund payment obligation must remain intact (3) any proprietary interest in the water as a result of a change in the contract whereby Westlands can use or sell the water as the market warrants, must be subject to CVPIA limitations for other project purposes such as fishery restoration, preservation and propagation.

V. Land Use Effects of the Interim Water Service Contract have not been Adequately Addressed in the Draft EA

A. Environmental Protection Measure in Draft EA is unverified.

The Draft EA @ pg 11 includes an environmental protection measure for biological resources, "No CVP water would be applied to native lands or land untilled for three consecutive years or more without additional environmental analysis and approval." No land use data analysis is provided to ensure compliance with this measure. The Draft EA also does not identify a mechanism that Reclamation would use to confirm compliance with this measure. Lastly, the Draft EA fails to identify what the consequences of non-compliance would be.

> The USFWS completed a Programmatic biological opinion on the Central Valley Project Improvement Act in 2000 (CVPIA BO). The CVPIA BO reviewed and provided ESA coverage for the CVPIA Programmatic EIS (PEIS). The purposes of the CVPIA included:
>
> - Protection, restoration and enhancement of fish, wildlife, and associated habitats in the Central Valley and Trinity River basins of California;
> - Addressing impacts of the CVP on fish, wildlife and associated habitat;
> - Improving operational flexibility of the CVP;
> - Increasing water-related benefits through expanded use of voluntary water transfers and water conservation;
> - Contributing to efforts to protect the San Francisco Bay/Delta Estuary;
> - To achieve a reasonable balance among competing demands for use of CVP water, including requirements of fish and wildlife, agricultural, municipal and industrial and power contractors.

The CVPIA PEIS and BO provided a framework whereby future CVP-related actions, including interim and long-term CVP water contract renewals, could be reviewed for site-specific impacts under NEPA and ESA. Included in the BO was a commitment to develop and implement a Comprehensive Mapping Program (aka CVPHMP) (as described on pages 2-62 and 2-63 of the Final CVPIA BO): *"Reclamation and the Service will use the best scientific and commercial information available, in conjunction with data from aerial photograph analysis to monitor trends in the environmental baseline for listed species. It is the ultimate goal of Interior to assure that listed species are being recovered. For any species affected by the CVP that are continuing to decline, the Service and Reclamation will immediately assess critical needs for the species and determine whether it is appropriate to expand the Conservation*

Program or implement other conservation measures. Any native habitat converted to agricultural or municipal/industrial use within the water service area without prior biological surveys, as required by Reclamation prior to the delivery of Reclamation water, will be evaluated to determine what mitigation measures will be required." The purpose of the CVPHMP was to identify remaining natural habitats and cropping patterns within the State-permitted CVP Place of Use (POU) and identify any changes within those habitats that have occurred from 1993 to 1999, and then every 5 years thereafter. Identification of natural habitats remaining in CVP contract service areas and monitoring of those habitats every 5 years is essential to confirming that listed species baselines are stable.

As part of the ESA consultation on the 2014 CVP Interim Contract Renewals for Westlands, the USFWS requested confirmation that districts that receive this CVP water will not use the water to convert native lands to other uses. This information was identified as necessary for validating Reclamation's conclusion that CVP interim contract deliveries do not result in land use changes that would adversely affect Federally-listed species or critical habitat.[61] Yet, the current Draft EA for Westlands interim contract renewals includes no mention of the CVPHMP commitments, or any data from it. Without actual data to verify the environmental commitment @ pg 11, "No CVP water would be applied to native lands or land untilled for three consecutive years or more" is of little value. Further, there is no mechanism identified in the Draft EA to address land conversions that may have occurred without additional "environmental analysis and approval." The consequences of non-compliance need to be defined and implementable.

B. Status of Consolidated Place of Use Mitigation should be disclosed.

In November 1999, the SWRCB issued a final EIR that updated Reclamation's 16 CVP water rights permits. Included in this EIR were changes to the state authorized place of use for these permits (CPOU). The EIR authorized the addition of "encroachment lands" to the CPOU (defined as lands within the boundaries of CVP water contractor service areas outside of the POU that received CVP water historically). The EIR did not authorize the addition of "expansion lands" to the CPOU (defined as lands within the boundaries of CVP water contractor service areas but outside of the POU that have never received CVP water) until adequate site-specific environmental documentation is completed (CPOU EIR @ pg ES-2).[62] Westlands was identified in the EIR to have 30,718 acres of encroachment lands and 9,664 acres of expansion lands.

The CPOU EIR concluded that historic delivery of CVP water to encroachment lands has resulted in significant adverse effects to vegetation and wildlife. The EIR and D-1641 identified that of the 85,620 acres of encroachment lands that currently receive CVP water, the development and land use conversion of 45,390 acres was facilitated by delivery of CVP water supplies for agricultural purposes. As part of the SWRCB Decision 1641 Reclamation was required to provide compensation for lost habitat due to encroachment. Specifically, Reclamation was required to delineate existing habitats of the affected special status species and in consultation with DFG and USFWS to develop a mitigation plan satisfactory to the SWRCB. This decision requires that the mitigation plan be developed and completed within ten years of the date of D-1641 (D-1641 was signed in March 2000, @ pg 165). This decision also requires a mitigation monitoring and reporting program to ensure continued protection and enhancement of special

[61] Available at this link: https://www.usbr.gov/mp/nepa/nepa_project_details.php?Project_ID=15981

[62] Available at this link: https://www.waterboards.ca.gov/waterrights/water_issues/programs/bay_delta/eirs/eir1999_ccpou/docs/ccpoufeir.pdf

status species."[63] The SWRCB identified the following habitat types that would need to be mitigated for from Westlands encroachment: 22,343 acres of alkali scrub/ 1,611 acres of Valley-foothill riparian/fresh emergent wetland, and 6,653 acres of annual grassland (CPOU EIR @ pg 2-70, Table 2-32). No information was provided in the Draft EA on the status of mitigation for CPOU.

C. **Direct Effects of Farming practices.**

The Draft EA notes @ pgs 27-28 that farming practices, including application of rodent control anticoagulant baits, will continue to occur into the future. As such, Reclamation concludes that the effects of ongoing farm practices are "outside the control or authority of Reclamation." Reclamation concludes that "[T]these effects have occurred previously and are likely to continue to occur in the future as they are the effect of farming practices and not an effect of the Proposed Action." We disagree. Delivery of CVP water to Westlands has had a profound effect on how many acres of land are in production in the district. Without the delivery of CVP water, the acreage in agricultural production in Westlands would likely be significantly reduced. Similarly, without Federal water deliveries, contamination of ground and surface water would likely decline.

VI. Cumulative Impacts have not been Adequately Addressed in Draft EA.

Reclamation diminishes the effects of the proposed renewal of interim contracts, when added to other past, present, and reasonably foreseeable future actions, by concluding this action represents a continuation of existing conditions which are unlikely to result in cumulative impacts on the biological resources of the study area. As Reclamation concludes, these interim contract renewals provide for the delivery of the same contractual amount of water to the same lands for existing purposes without the need for facility modification or construction. However, these conclusions of finding minimal cumulative impacts to biological resources are dependent on the timely implementation of future agricultural drainage service, habitat restoration, land acquisition and retirement, water conservation, and CVPIA programs including implementation of Fish and Wildlife Habitat Restoration Programs under Sections 3406 b(2), b(3) and 3406 d(1) and d(2).

The Draft EA references the Programmatic EIS for CVPIA which identified these restoration programs necessary to remediate adverse impacts of these contract renewals. Yet, some important ecosystem restoration provisions of CVPIA, such as acquisition of full Level 4 refuge water supplies, have lacked funding for adequate implementation. Purchase of environmental water under the CVPIA b(3) program has also fallen substantially short of targeted needs due to inadequate funding mechanisms. This unmet need may increase in the future as market prices for water continue to rise with demand. Further, past and present efforts to meet water quality standards in the San Joaquin Basin have been significantly hampered by the lack of adequate fresh water supplies. The USEPA recommended, in their comments on the DEIS and Supplemental Information for San Luis Unit Long Term Contracts (@ pg 6 of Attachment A) that, "The cumulative impacts analysis in the FEIS should be based on the past and present trends of supplies available for redirection to meet restoration and refuge needs in the area, including Trinity Restoration needs. Where information is available, the analysis should reflect the actual implementation status of CVPIA restoration actions."[64]

[63] D-1641 @ pg 140, available at this link: https://www.waterboards.ca.gov/waterrights/board_decisions/adopted_orders/decisions/d1600_d1649/wrd1641_1999dec29.pdf

[64] https://archive.epa.gov/region9/nepa/web/pdf/san-luis-deis-supplemental.pdf

In October 2019, Reclamation released a draft EA on new water assignments from Mercy Springs and Fresno Slough WDs (both Delta-Mendota Unit CVP contractors) to Angiola Water District.[65] Angiola WD is a non-CVP contractor in the Tulare Basin that is outside of the CVP Place of Use as established by the SWRCB[66]. Allocating federal water outside of the State permitted Place of Use, and without consideration of CVPIA fish and wildlife restoration programs is a violation of the law.

VII. Pending Long-Term Contracts

The Draft EA@ pg 6 notes that "*long-term contracts have generally been negotiated but cannot be finalized until site-specific environmental review is completed*." Yet, Reclamation released a Westlands draft repayment contract on October 25, 2019[67] (as authorized by Section 4011 of the Water Infrastructure Improvements for the Nation Act (aka WIIN Act) Public Law 114-322) that effectively would authorize a renewed contract to Westlands in perpetuity.[68] The WIIN Act allows for the conversion of Westlands current CVP water service contract(s) (that were authorized by CVPIA to be renewed for up to 40 years) to a 9(d) repayment contract. No NEPA or ESA documents were provided to the public for review. Further there is no mention of any requirements to complete NEPA or ESA review of these contract conversions on USBR's website for the WIIN Act contract conversions.[69] The only document made available for public comment is the draft WIIN Act contract for Westlands. And exhibits that are placeholders rather than real binding exhibits. The environmental review completed for Westlands interim contracts is inadequate, as we have documented. These sequential two year contract roll over reviews have failed to address reduction in exports, irrigability of these lands, drainage impacts and conversion to municipal and industrial uses as contemplated under the conversion of this 9(e) contract to a 9(d) repayment contract that would be issued in perpetuity. Given the numerous potential environmental effects associated with Westlands water deliveries, as outlined in this comment letter, a full EIS and ESA analysis must be completed prior to the execution of these new conversion contracts in perpetuity.

Conclusion

We conclude that continuing to renew interim water supply contracts, as presently proposed by Reclamation would violate NEPA, the Administrative Procedures Act, Central Valley Project Improvement Act, the Reclamation Reform Act and other federal statutes. We urge Reclamation not to renew the interim contracts unless and until there is full compliance with laws and Congressional directive. Using '*stale water needs assessment data*' and delivering water outside of the Congressionally authorized area under the San Luis Act of 1960, inflates Westlands' water allocation. The proposed "interim water service contract" perpetuates these inflated water export amounts. These excessive exports have significant impacts upon the environment and communities from where these excessive amounts of water are exported. The Secretary under Reclamation Law must include an analysis of cessation of water deliveries to these badlands. We recommend strategic land retirement and curtailing

[65] See: https://www.usbr.gov/mp/nepa/nepa_project_details.php?Project_ID=33881

[66] https://www.waterboards.ca.gov/waterrights/water_issues/programs/bay_delta/eirs/eir1999_ccpou/docs/ccpoufeir.pdf

[67] https://www.usbr.gov/mp/wiin-act/negotiated-conversion-contracts.html

[68] https://www.usbr.gov/newsroom/newsrelease/detail.cfm?RecordID=68443

[69] https://www.usbr.gov/mp/wiin-act/

the importation of additional water supplies that mobilize these contaminants on the west side of the San Joaquin Valley. Only a full EIS that comprehensively assesses the far-ranging and complex direct and secondary effects of irrigation can illuminate the total environmental impact of contract renewal. Responsible decision making requires guidance from this EIS and adherence to established legal requirements. Reclamation law does not require delivery of water nor the operation of the CVP to deliver water to lands that are not practicably irrigated and where such action causes pollution. Alternatives that exclude water deliveries to these soils, incorporate contract provisions that require adherence to CVPIA mitigation measures are needed and required.

Thank you for considering our comments. Please make sure the undersigned are included in any future Reclamation actions with regard to CVP water exports from the San Francisco Bay-Delta Estuary and/or the CVP San Luis Unit contractors and/or conversion of CVP contracts pursuant to Section 4011 of the WIIN Act. Despite repeated comments (see exhibit A) many of the undersigned did not receive notice of the proposed interim contract renewals or the environmental assessment and none received notice of the proposed permanent Westlands' conversion contract negotiations.

Sincerely,

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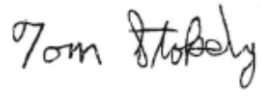

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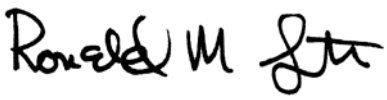

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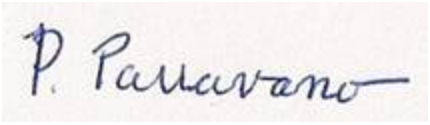

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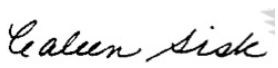

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Attachments:

1. **Exhibit A: 29 Listed Public Interest Comments 2010 - 2018 Incorporated by Reference.**

2. **Solar Industrial Map Westlands Water District Solar Development March 16, 2016, Source: http://docketpublic.energy.ca.gov/PublicDocuments/15-RETI 02/TN210903_20160330T140735_Daniel_Kim_Comments_WSP_comments_to_RETI_20_pl enary_group_meeti.p df**

3. **Map of Lands Retired Lands in Westlands S.E. Phillips 2006**

4. **USBR In Valley Drainaged Impaired Lands 310,000 Acres [2004] Released 2006**

5. **Westlands' Map of Peck & District Retired Lands 2008**

6. **San Luis Service Area Map Authorized by Congress from the 1956 Feasibility Study-- Plate I Central Valley West San Joaquin Project -Ultimate Plan Div. San Luis Unit-Calif. Service Area 805-20814. pg 36.**

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Presser, T.S., and S.N. Luoma. 2010. Ecosystem-Scale Selenium Modeling in Support of Fish and Wildlife Criteria Development for the San Francisco Bay-Delta Estuary, California. USGS Administrative Report, Menlo Park, CA, 34 pp. and appendices.

[USBR] U.S. Bureau of Reclamation. 2004. Broadview Water Contract Assignment Project Environmental Assessment/Finding of No Significant Impact. USBR, Fresno CA. 7 chapters and 3 appendices.

Exhibit A: Documented Public Interest & Comments Incorporated by Reference [All Documents can be found in the record of earlier contract renewals, earlier NEPA processes and in some cases on the BOR website.]

1. **1-29-10 " Draft Environmental Assessment and Finding of No Significant Impact for the San Luis Unit Water Service Interim Renewal Contracts" To Rain Healer from Joseph Membrino for Hoopa Valley Tribe.**

2. **1-29-10 "Comments of The Bay Institute and NRDC on Draft Environmental Assessment (EA) and Draft Findings of No Significant Impact (FONSI) for the San Luis Unit interim renewal contracts (Central Valley Project, California)" To Rain Healer from Hamilton Candee**

3. **2-18-2010 "Comments Re Two Year Interim Renewal Central Valley Project Water Service Contracts: Westlands Water District [WWD] Contracts 14-06-200-8237AIR13; 14-06-200-8238A-IR13; WWD DD1-Broadview 14-06-200-8092-IR12; WWD DD1 Centinella 7-07-20-W0055-IR12-B; WWD1 Widren 14-06-200-8018-IR12-B; WWD DD2 Mercy Springs 14-06-200-3365A-IR12-C. To Karen Hall, USBR, from 11 Conservation, Fishery and Community Organizations.**

4. **3-2-2010 "Final Scoping Comments for Westlands Water District [Westlands] Proposed "Conveyance of Nonproject Groundwater from the Canal side project using the California Aqueduct". The project proposes to discharge up to 100,000 acre feet of groundwater into the State Water Project California Aqueduct, a Drinking Water Supply for Approximately 20 Million People". To Russ Freeman from 14 Conservation, Fishery and Community Organizations.**

5. **5-19-10 Letter to Donald Glaser, USBR From David Ortmann, Pacific Coast Management Council**

6. **7-30-2010 "San Joaquin River Central Valley Selenium Basin Plan Waiver, 303 (d) Delisting of San Joaquin River for Selenium and the California Toxics Rule" To Jared Blumenfeld, EPA from 16 Conservation, Fishery and Community Organizations.**

7. **9-22-2010 USFWS "Comment Letter – San Joaquin River Selenium Control Plan Basin Plan Amendment" To: Ms. Jeanine Townsend, Clerk to the Board from Susan K. Moore.**

8. **11-16-2010 "Letter to Senator Feinstein on Long Term Solution to Westlands Drainage Problem" To Commissioner Connor from Environmental Working Group.**

9. **12-13-2010 Comments on the Draft Finding of No Significant Impact [FONSI] San Luis Water District's [SLD] and Panoche Water District's [PWD] Water Service Interim Renewal Contracts 2011-2013 FONSI-10-070. To Rain Healer, USBR, From 8 Conservation, Fishery and Community Organizations.**

10. **2-28-2011 "Scoping Comments Proposed Ten Year North to South Water Transfer of CVP and Non CVP Water Using State Water Project (SWP) and Central Valley Water Project (CVP) Facilities" To Brad Hubbard, USBR et. al from 10 Conservation, Fishery and Community Organizations.**

11. **5-5-11 "Request for Revised Notice of Intent for the Bay Delta Conservation Plan (BDCP) that Recognizes Water Supply Realities" To Deputy Interior Secretary Hayes from 16 Conservation, Fishery and Community Organizations.**

12. **8-11-2011 "Opposition to the Proposal to Curtail Monitoring at the Grassland Bypass Project." To Michael C. S. Eacock (Chris), Donald R. Glaser, USBR and Ren Lohoefener USFWS et. al from 7 Conservation, Fishery and Community Organizations.**

13. **10-17-2011 "Comments on Draft EA/FONSI (DEA) for the San Luis Drainage Feature Reevaluation Demonstration Treatment Facility at Panoche Drainage District's San Joaquin River Improvement Project (SJRIP) FONSI-10-030" To Rain Healer, USBR from 8 Conservation, Fishery and Community Organizations.**

14. **11-15-2011 "Full Environmental Impact Statement Needed for San Luis Drainage Feature Reevaluation Demonstration Treatment Facility at Panoche Drainage District [FONSI-10-030]" To Donald Glaser from 13 Conservation, Fishery and Community Organizations.**

15. **11-16-2011 Notice Inviting Public Comment on BDCP MOA to Hon. Kenneth Salazar, Secretary John Laird, Secretary from 190 Conservation, Fishery and Community Organizations.**

16. **1-5-2012 "Comments on Draft EA/FONSI for Three Delta Division and Five San Luis Unit Water Service interim Renewal Contracts 2012-2014" To Rain Healer from Stephen Volker on behalf of 4 Tribal, Conservation, Fishery and Community Groups.**

17. **1-18-2012 "Comments on Draft EA/FONSI for Oro Loma Water District Partial Assignment of Central Valley Project Water to Westlands Water District FONSI-11-092" To Rain Healer, USBR from 12 Conservation, Fishery and Community Organizations.**

18. **1-20-2012 "Delta Division, San Luis Unite and Cross Valley CVP Interim renewal contracts—Comments of the Hoopa Valley Tribe on draft EA-11-049 and EA-11011 and FONSI 11-049 and FONSI 11-011" To Rain Healer, USBR from Leonard E. Masten Jr. Chariman.**

19. **3-26-2012 "Comments on CVP Interim Renewal Contracts for three Delta Division and five San Luis Unit interim water service renewal contracts for: Pajaro Valley Water Management Agency, Santa Clara Valley Water District, and Westlands Water District (five contracts) 2012 to 2014 and Environmental Documents." To Hon. David J. Hayes, Donald R. Glaser, Michael L. Connor, Hilary Tompkins and Michael Jackson from PCFFA et. al [13 Conservation, Fishery and Community Organizations.]**

20. **11- 1-2013 EWC et. al to Karen Hall Bureau of Reclamation Central Valley Project Interim Contract Renewals: Pajaro Valley Water Management Agency, Westlands Water District Distribution District No. 1, and Santa Clara Valley Water District14-06-200-3365A-IR14-B Tracy, City of (The West Side)7-07-20-W0045-IR14-B Tracy, City of (Banta-Carbona)14-06-200-4305A-IR14-B Westlands Water District Distribution District 1 (Widren)14-06-200-8018-IR14-B Westlands Water District Distribution District 1 (Centinella)7-07-20-W0055-IR14-B Westlands Water District Distribution District 1 (Broadview)14-06-200-8092-IR14**

Westlands Water District Distribution District 2 (Mercy Springs)14-06-200-3365A-IR14-C Westlands Water District 14-06-200-495A-IR4 Tracy, City of 14-06-200-7858A-IR1

21. **March 29, 2014, "Subject: Final Record of Decision and Environmental Assessment [EA] for Westlands Water District et. al. Central Valley Project Interim 6 Contract Renewals for Approximately 1.2 MAF of water. Rain Emerson Bureau of Reclamation.**

22. **January 9, 2014, "The EA for Westlands Water District Central Valley Project Interim Contract Renewals listed below & the Finding of No Significant Impact (FONSI) is supported by Reclamation's Environmental Assessment (EA) Number EA-13-023, *Central Valley Project Interim Renewal Contracts for Westlands Water District, Santa Clara Valley Water District, and Pajaro Valley Water Management Agency 2014 – 2016.* Rain Emerson Bureau of Reclamation."**

23. **January 13, 2014, "The Environmental Assessment [EA] for Westlands Water District et. al. Central Valley Project Interim Contract Renewals" Rain Emerson. Bureau of Reclamation.**

24. **February 13, 2014 "Coalition Of Environmental, Environmental Justice, Tribal and Fishing Organizations' Comments In Opposition To The Grassland Drainer Proposal To Discharge Selenium And Other Pollutants To Broadview Water District Lands—Another Kesterson In The Making". EWC letter to Sally Jewell, Secretary of Interior; Rod McInnis NMFS Regional Administrator & Jared Blumenfeld, Regional IX Administrator**

25. **April 2, 2014, PCL et. al. Subject: "Final Record of Decision and Final Environmental Assessment [FEA] for Westlands Water District et. al. Central Valley Project Interim 6 Contract Renewals for Approximately 1.2 MAF of water" Rain Emerson Bureau of Reclamation**

26. **June 4, 2014, Institute for Fisheries Resources (IFR COALITION) Comments on Proposed CVP Cost Allocation Methodology: A recipe for continuing deficits and failure to repay taxpayers, Brooke Miller-Levy Project Manager, Bureau of Reclamation.**

27. **February 6, 2017, Environmental Advocates et. al. Re: Comments EA-17-021, FONSI-15-023A & Renewal of Six Interim Contracts for Westlands, Santa Clara et. al. Brenda Burman Commissioner of Reclamation David Murillo Mid-Pacific Regional Director Michael Jackson, Area Manager, SCC-100 South-Central California Area Office, Paul Souza Pacific Southwest Region Regional Director USFWS.**

28. **January 12, 2018, PCL et. al. Re: Interim Renewal Contract for Central Valley Project Water Contracts for Westlands Water District (EA17-021& FONSI-15-023A1)--. Brenda Burman, Commissioner Bureau of Reclamation; Quentin Branch, Kate Connor Bureau of Reclamation, David Murillo, Regional Director Mid-Pacific Regional Office.**

29. **January 16, 2018, Steve Volker, "Comments of PCFFA, SFCBOA, IFR and NCRA on 16 Central Valley Project Interim Renewal Contracts for Cross Valley Canal, Delta Division and American River Division" Brenda Burman, Commissioner Bureau of Reclamation; Quentin Branch, Kate Connor Bureau of Reclamation, David Murillo, Regional Director Mid-Pacific Regional Office.**

MAPS:

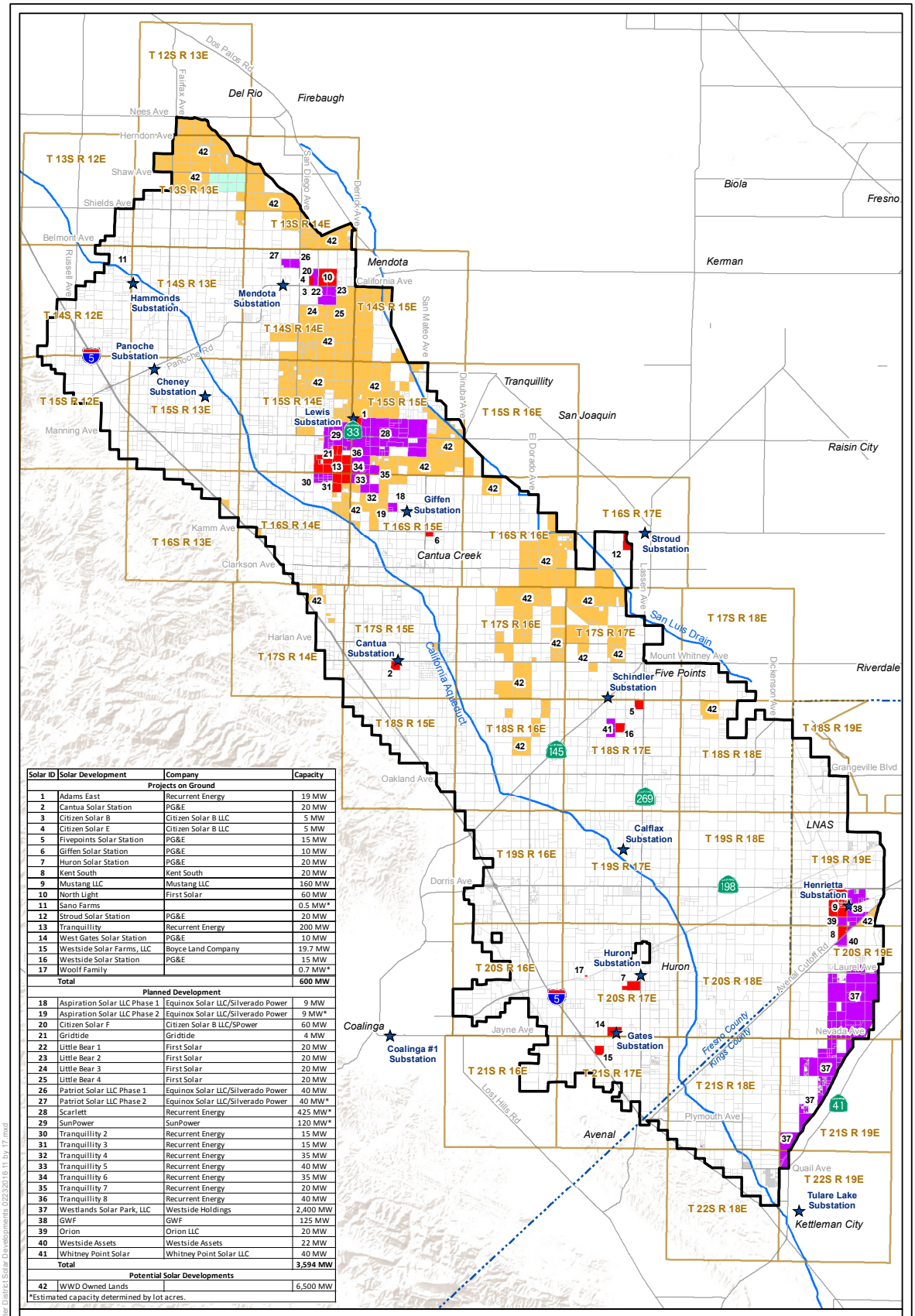
1. **Solar Industrial Map Westlands Water District Solar Development March 16, 2016, Source: http://docketpublic.energy.ca.gov/PublicDocuments/15-RETI 02/TN210903_20160330T140735_Daniel_Kim_Comments_WSP_comments_to_RETI_20_pl enary_group_meeti.p df**

2. **Map of Lands Retired Lands in Westlands S.E. Phillips 2006 [Source:**Phillips, S.E. (2006). In Progress Draft Environmental Baseline of the San Luis Unit Fresno, Kings and Merced Counties, California. California State University-Stanislaus, Endangered Species Recovery Program, Fresno, CA, 22 pp.]

3. **USBR In Valley Drainaged Impaired Lands 310,000 Acres [2004] Released 2006**

4. **Westlands' Map of Peck & District Retired Lands 2008**

5. **San Luis Service Area Map Authorized by Congress from the 1956 Feasibility Study-- Plate I Central Valley West San Joaquin Project -Ultimate Plan Div. San Luis Unit-Calif. Service Area 805-20814. pg 36.**



Solar ID	Solar Development	Company	Capacity
	Projects on Ground		
1	Adams East	Recurrent Energy	19 MW
2	Cantua Solar Station	PG&E	20 MW
3	Citizen Solar B	Citizen Solar B LLC	5 MW
4	Citizen Solar E	Citizen Solar B LLC	5 MW
5	Fivepoints Solar Station	PG&E	15 MW
6	Giffen Solar Station	PG&E	10 MW
7	Huron Solar Station	PG&E	20 MW
8	Kent South	Kent South	20 MW
9	Mustang LLC	Mustang LLC	160 MW
10	North Light	First Solar	60 MW
11	Sano Farms		0.5 MW*
12	Stroud Solar Station	PG&E	20 MW
13	Tranquillity	Recurrent Energy	200 MW
14	West Gates Solar Station	PG&E	10 MW
15	Westside Solar Farms, LLC	Boyce Land Company	19.7 MW
16	Westside Solar Station	PG&E	15 MW
17	Woolf Family		0.7 MW*
	Total		**600 MW**
	Planned Development		
18	Aspiration Solar LLC Phase 1	Equinox Solar LLC/Silverado Power	9 MW
19	Aspiration Solar LLC Phase 2	Equinox Solar LLC/Silverado Power	9 MW*
20	Citizen Solar F	Citizen Solar B LLC/SPower	60 MW
21	Gridtide	Gridtide	4 MW
22	Little Bear 1	First Solar	20 MW
23	Little Bear 2	First Solar	20 MW
24	Little Bear 3	First Solar	20 MW
25	Little Bear 4	First Solar	20 MW
26	Patriot Solar LLC Phase 1	Equinox Solar LLC/Silverado Power	40 MW
27	Patriot Solar LLC Phase 2	Equinox Solar LLC/Silverado Power	40 MW*
28	Scarlett	Recurrent Energy	425 MW*
29	SunPower	SunPower	120 MW*
30	Tranquillity 2	Recurrent Energy	15 MW
31	Tranquillity 3	Recurrent Energy	15 MW
32	Tranquillity 4	Recurrent Energy	35 MW
33	Tranquillity 5	Recurrent Energy	40 MW
34	Tranquillity 6	Recurrent Energy	35 MW
35	Tranquillity 7	Recurrent Energy	20 MW
36	Tranquillity 8	Recurrent Energy	40 MW
37	Westlands Solar Park, LLC	Westside Holdings	2,400 MW
38	GWF	GWF	125 MW
39	Orion	Orion LLC	20 MW
40	Westside Assets	Westside Assets	22 MW
41	Whitney Point Solar	Whitney Point Solar LLC	40 MW
	Total		**3,594 MW**
	Potential Solar Developments		
42	WWD Owned Lands		6,500 MW

*Estimated capacity determined by lot acres.

Legend

- PG&E Substation
- Major Roads
- Waterway

Solar Sites

- Projects on Ground
- Planned Development

Potential Solar Developments

- Westlands Owned Land

- WWD Reconveyed Lands Non-Solar
- County Boundary
- Westlands Water District Boundary
- Township/Range

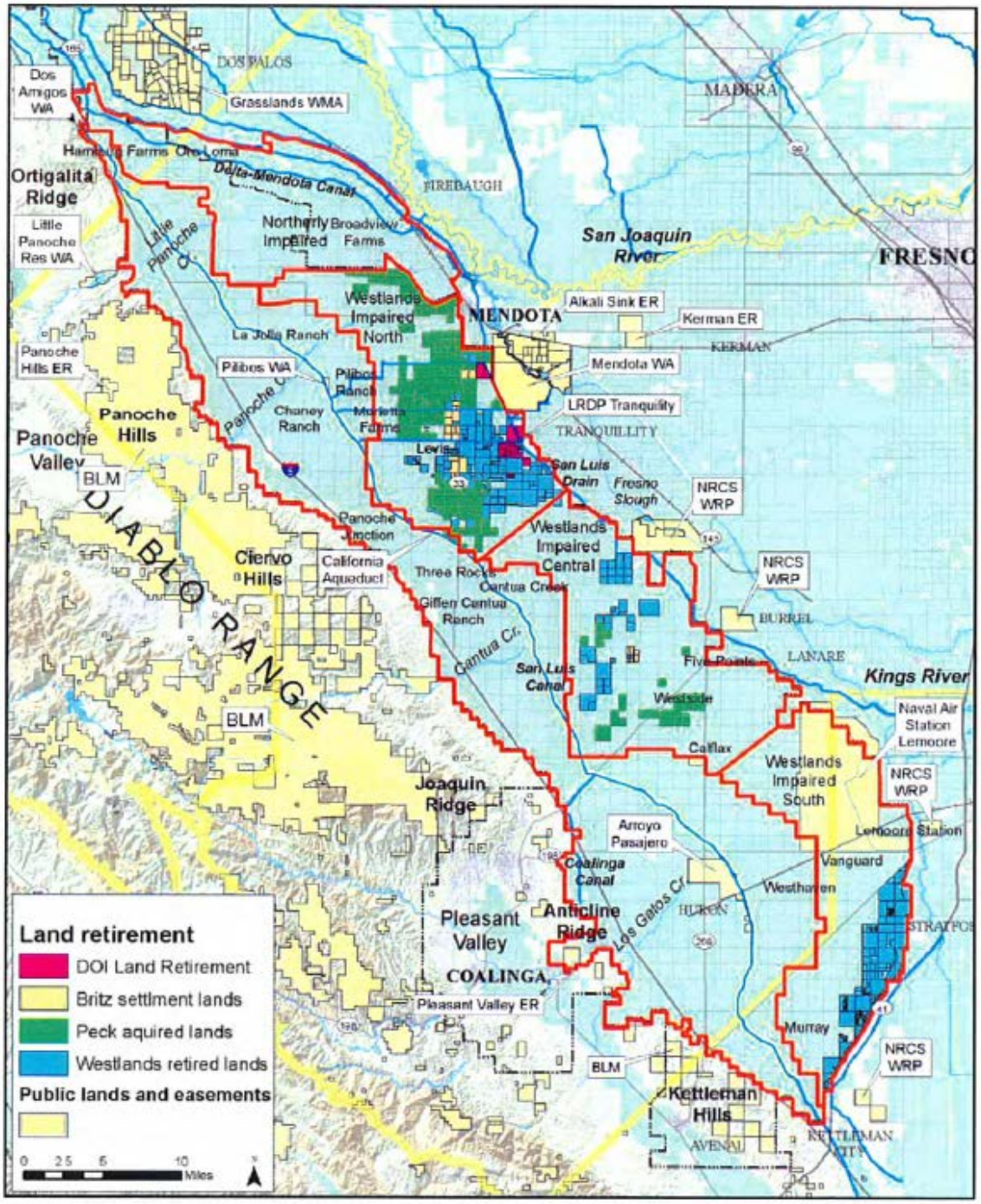
0 15,000 30,000 Feet

Westlands Water District and Solar Developments February 2016

WESTLANDS WATER DISTRICT
3130 N. FRESNO ST.
FRESNO, CALIFORNIA 93703
559.224.1523 FAX 559.241.6277

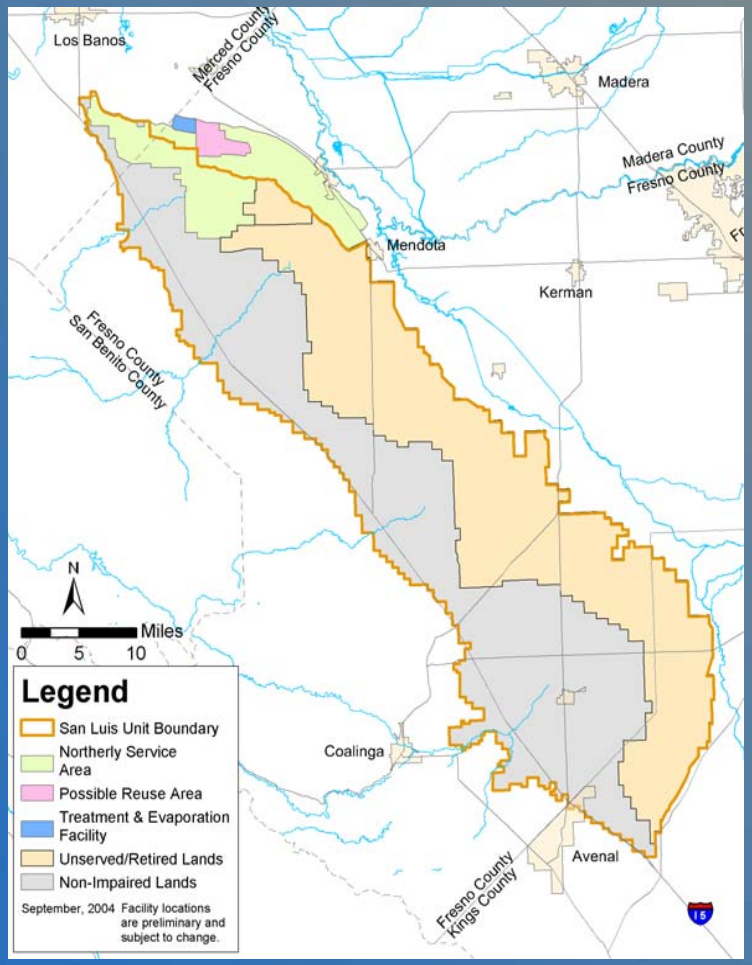
G:\WWD_Data\2016-W-001\4\Westlands Water District Solar Developments 02232016 b by JT.mxd
Date: 2/23/2016

Map of retired lands in Westlands Water District Source: Westside Resource Conservation District



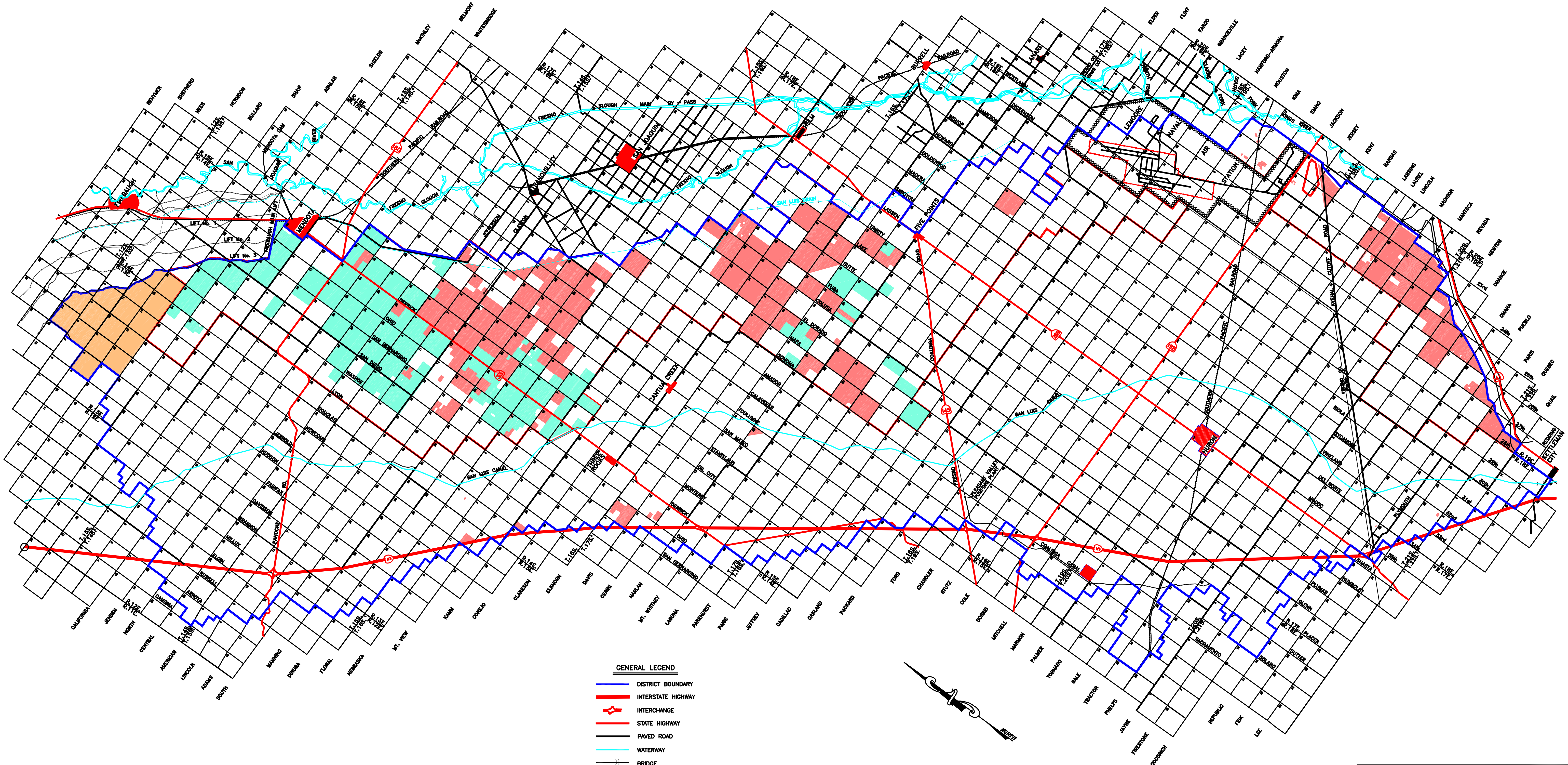
Map of 77,130 acres of retired land in Westlands Water District, including 33, 864 acres from the Sumner Peck settlement, 3,100 acres from the Britz settlement, 38022 acres acquired by Westlands as part of the Sagouspe settlement, and 2,144 acres retired through the CVPIA land retirement program
From S.E. Phillips, Draft Environmental Baseline of the San Luis Unit, Fresno, Kings, and Merced Counties.

In-Valley Drainage-Impaired Alternative



- Retire all drainage impaired lands in Westlands
- 310,000 acres retired

RECLAMATION



GENERAL LEGEND

- DISTRICT BOUNDARY
- INTERSTATE HIGHWAY
- INTERCHANGE
- STATE HIGHWAY
- PAVED ROAD
- WATERWAY
- BRIDGE
- CHECK
- NOT IN DISTRICT
- DISTRICT ACQUIRED UNDER BRITZ/PECK SETTLEMENT – 36,000 ACRES
- DISTRICT OWNED SAGOUSPE SETTLEMENT –44,000 ACRES AS OF 2/14/08
- 200K LAND RETIREMENT BOUNDARY
- DISTRICT ACQUIRED BROADVIEW WATER DISTRICT – 9,300 ACRES

DWGS\ARCHIVED\2005-W-0012.DWG

NUMBER	DATE	DRAWN	CHECKED	APPROVED
7	2/14/08	JJR		
REVISION				

WESTLANDS WATER DISTRICT
3130 N. FRESNO ST. FRESNO, CALIFORNIA 93703
559.224.1523 Fax 559.241.6277

LOCATION MAP

PECK AND DISTRICT ACQUIRED LANDS

DRAWN J. RANGEL
CHECKED
DATE 3/10/05
APPROVED
DRAWING No 2005-W-0012A

PLATE I

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

CENTRAL VALLEY PROJECT - ULTIMATE PLAN
WEST SAN JOAQUIN DIV. - SAN LUIS UNIT - CALIF.

SERVICE AREA

EXPLANATION

- Service area
- Major pump lift
- Canal
- Siphon

SCALE OF MILES
1 0 5 10

Contour interval 100 ft.

NOTE: The western service area boundary is fixed by available water supply. Present location is at about El. 485.

JUNE 22, 1954 - REV. 3-23-55

805-208-14

GPO 968862