



COACHELLA VALLEY WATER DISTRICT

Established in 1918 as a public agency

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February 26, 2026

VIA EMAIL TO CRBPOST2026@USBR.GOV

Bureau of Reclamation
Attention: BCOO-1000
PO Box 61470
Boulder City, NV 89006

**RE: Post-2026 Operational Guidelines and Strategies for Lake Powell and Lake Mead
Draft Environmental Impact Statement**

Coachella Valley Water District (“CVWD”) provides these comments on the National Environmental Policy Act (NEPA) Draft Environmental Impact Statement Post-2026 Operational Guidelines and Strategies for Lake Powell and Lake Mead (Draft EIS).

Background

CVWD is a public agency of the State of California organized and operating under the provisions of the County Water District Law and the Coachella Merger Law. (*California Water Code* sections 30000 et seq.)

Pursuant to these authorities, CVWD contracts with the Secretary of the Interior under the Boulder Canyon Project Act for supplies of Colorado River water which are used to provide irrigation service and groundwater replenishment to the Coachella Valley, which is part of the Colorado Desert in the Salton Basin of California.

All imported water provided for irrigation service and for groundwater replenishment comes from the Colorado River and is delivered to the valley either through the All-American Canal and its Coachella branch, or through the Colorado River Aqueduct operated by The Metropolitan Water District of California.

CVWD also provides irrigation drainage service, stormwater protection, domestic water service, and wastewater reclamation service in the Coachella Valley.

Comment No. 1

In the Executive Summary, the DEIS acknowledges that Reclamation is constrained by existing laws and agreements in how it manages operations in the Colorado River Basin: “Recognizing additional authorities may be developed, the Department intends to adopt and implement the guidelines in a manner consistent with the Law of the River.” (ES-6)

“Since 1970, the Basin States have supported operations and reach agreement among themselves and with the Secretary on various aspects of Colorado River operations. It is beyond question that achieving a consensus-based approach to Basin Reservoir operations has proved critical to the long-term operating success of the Basin. Given the importance of a consensus-based approach to operations in terms of the stability of the System, the Department will continue to pursue agreement among various Basin entities. Should consensus emerge following the publication of this Draft EIS, Reclamation anticipates that such an agreement will incorporate elements or variations of the Draft EIS alternatives and will be fully analyzed in the EIS.” (ES- 7,8)

CVWD welcomes the Department’s commitment to the Law of the River and the commitment to and emphasis on implementation of operations pursuant to agreements. Indeed, particularly in the Lower Basin, the Department (and the Bureau of Reclamation under delegated authority) is under a legal command to distribute water only in accordance with executed water delivery agreements. Section 5 of the Boulder Canyon Project Act (43 U.S.C. §417d) provides that “That the Secretary of the Interior is authorized, under such general regulations as he may proscribe, to contract for the storage of water in said reservoir and for the delivery thereof at such points on the river and on said canal as may be agreed upon, for irrigation and domestic uses...” and further provides that “No person shall have or be entitled to have the use for any purpose of the water stored as aforesaid except by contract made as herein stated.” The section 5 water delivery agreements executed with users in California incorporate a detailed priority system set forth in the California Seven Party Agreement, which the Secretary of the Interior and the Bureau of Reclamation are obligated to abide, and those agreements can only be altered by agreement or forbearance of the affected contractors.¹

The requirement to make water deliveries pursuant to priorities set forth in those contracts is further reinforced by the Consolidated Decree in *Arizona v. California*, which expressly enjoins “The United States, its officers, attorneys, agents and employees” to release or deliver water to users “only pursuant to valid contracts therefore made with such users by the Secretary of the Interior, pursuant to Section 5 of the Boulder Canyon Project Act of any other applicable federal

¹ For the duration of the Quantification Settlement Agreement, these section 5 contract provisions have been supplemented by the Colorado River Water Delivery Agreement: Federal Quantification Settlement Agreement, dated October 10, 2003.

² The “pro rata” method proposed allocates shortages in proportion to allocations made to contractors in a State under the applicable priority systems included their BCPA Section 5 contracts, the Federal Quantification Settlement Agreement, and related agreements.

statute.” (*Arizona v. California*, 547 U.S. 150, 155-156.) Thus, absent voluntary, consensual agreements among, or forbearance by, the affected priority holders, the Secretary cannot ignore the priority system set forth in those agreements when conducting operations in the Lower Basin.

Two of the alternatives analyzed (the Enhanced Coordination Alternative, and the Supply Driven Alternative) completely depart from the contractual priority system by allocating reductions pro rata² among the water users. The Supply Driven Alternative also analyzes using both pro rata shortages allocations while also analyzing allocation reductions in accordance with priority system embodied in contractual agreements. CVWD states the obvious -- without the agreement or forbearance by the affected priority holders, these pro rata reductions alternatives are not legally implementable and are therefore not feasible alternatives. To date, there have been no agreements by the Boulder Canyon Project Act contractors in California to apportion reductions pro rata as proposed in those alternatives. Without agreement or forbearance by the affected contractors, Reclamation cannot impose pro rata reductions.

Comment No. 2

CVWD also notes that the analysis of potential impacts to the ecology of Coachella Valley, in particular, the impacts on CVWD’s irrigation drainage system that conveys irrigation water from irrigated lands within CVWD service areas to the Salton Sea for salinity management, is deficient.

As a necessary incident to the irrigation of crops with Colorado River water in California, both CVWD and Imperial Irrigation District (IID) operate extensive irrigation drainage systems to collect and drain water applied by farmers to manage salinity levels in the soil for agronomic purposes. Those systems convey the collected irrigation drainage water to the Salton Sea, which is designated and recognized under federal and California law as the irrigation drainage reservoir for the Imperial and Coachella Valleys. In CVWD’s irrigation drainage system, this water is collected in subsurface tile drains and conveyed by pipes before being discharged into the Coachella Valley Stormwater Channel (CVSC) or other surface drains for conveyance to the Salton Sea. The CVSC and these surface drains are owned, operated, and maintained by CVWD.

The DEIS “pro rata” scenarios propose significant reductions in irrigation deliveries to IID and CVWD. Under the “pro rata” scenarios, reductions are allocated on a proportional basis to each contractor’s entitlement, rather than in accordance with contracted priorities. (DEIS 2-18) The “pro rata” scenarios analyzed in the DEIS shift the bulk of the reductions in California to higher agricultural priority holders, including IID and CVWD. The DEIS notes that “[t]he alternative that would result in the largest possible shortage for IID and CVWD would be the Enhanced Coordination Alternative, with a maximum shortage of 3.0 maf, which is modeled as being distributed pro rata. A pro rata distribution under this alternative would result in a hypothetical maximum shortage to IID and CVWD of about 925,930 af for a minimum diversion amount from Imperial Dam of about 1.8 maf.” (DEIS 3-23)

If Colorado River deliveries are reduced to the Imperial and Coachella Valleys as proposed in these scenarios, there will likely be reductions in irrigation deliveries in both CVWD and IID and in groundwater replenishment operations in the Coachella Valley. With reductions in irrigation deliveries, there will be a corresponding reduction in irrigation drainage by the farmers, and the volumes collected by CVWD's irrigation drainage system for disposal to the Salton Sea will correspondingly be reduced.

The environmental effects of the reduction in irrigation drainage under pro rata scenarios are not analyzed in DEIS, including impacts on ecosystems in the surface drains and the CVSC portion of CVWD's irrigation drainage system. The DEIS completely fails to analyze in detail the environmental impacts that are likely to occur, or to discuss what measures could be implemented to avoid or mitigate those impacts. The DEIS simply excuses any attempt at analysis by asserting that: "Under this scenario, the resultant inflow to the Salton Sea would be about 783,00 af, which is within the range used by the SSMP long-range plan." (DEIS 3-23). However, the drain and stormwater channel ecosystems constitute distinct hydrologic and ecological environments that are not comparable to the hypersaline conditions of the Salton Sea. The failure to analyze the impacts to the agricultural drains and CVSC ecosystem violates the basic NEPA requirement to take a hard look at the impacts before selecting a preferred alternative.

Comment No. 3

CVWD also notes that IID and the Salton Sea Authority are providing comments regarding potential impacts to the Salton Sea from imposing shortages to CVWD and IID under the pro rata scenarios, and the deficiencies of the draft EIS regarding its analysis of those potential impacts.

Sincerely,

A handwritten signature in black ink, appearing to read "J. M. Barrett", written over a white background.

J. M. Barrett
General Manager