

RECLAMATION

Managing Water in the West

FONSI No. EC-2013-001

Donala Water and Sanitation District, Temporary Excess Capacity Contract, Fryingpan- Arkansas Project

Finding of No Significant Impact

Approved



Date

4/30/2015



U.S. Department of Interior
Bureau of Reclamation
Great Plains Region
Eastern Colorado Area Office

April 2013

INTRODUCTION

This Finding of No Significant Impact has been prepared to document the environmental review and evaluation of the proposed action in compliance with the National Environmental Policy Act of 1969, as amended. Based on the following finding, the Bureau of Reclamation (Reclamation) has determined that the implementation of a temporary excess storage capacity contract(s) for up to 499 acre-feet (ac-ft) with the Donala Water and Sanitation District (Donala) would not result in a significant impact to the human environment or natural or cultural resources.

PREFERRED ALTERNATIVE

Reclamation evaluated the effects of the Proposed Action and No Action alternatives and has selected the prior as the Preferred Alternative. Under the Proposed Action Alternative, temporary excess capacity storage contract(s) would allow Donala to store up to 499 ac-ft of their non-project water in Pueblo Reservoir, when space is available. The space would be used for storage of native Arkansas River water decreed to Donala under its Abbot, Placer, Willow Creek, Mitchell Sites No. 1 and Sites No. 2 (collectively known as Willow Creek Ranch) water rights, as well as leased water from Pueblo Board of Water Works (Pueblo Board). The storage space could be filled and emptied multiple times during the year to accommodate physical and contractual exchanges but cannot exceed 499 ac-ft at any one time.

When water needs to be evacuated from Fry-Ark facilities to meet the necessities of flood control, power generation purposes, storage of native or trans-mountain Fry-Ark water and/or Fry-Ark operation requirements (i.e. for project purposes), the water stored in temporary excess capacity storage contracts will be evacuated as described in Article 13 of Contract 5-07-70-W0086 with Southeastern Colorado Water Conservancy District.

The attached Environmental Assessment (EA) No. EC-2013-001 Donala Water and Sanitation District, Temporary Excess Capacity Contract, Fryingpan-Arkansas Project, analyzed the portion of Donala's request that involves contract exchange from Donala's proposed storage in Pueblo Reservoir to the Pueblo Board's storage space in Turquoise Reservoir to fulfill annual return flow obligations in Lake Fork Creek to the Upper Arkansas River associated with the change of use of water rights for the Willow Creek Ranch. It also contemplated two private contract exchanges with Colorado Springs Utilities (Springs Utilities). First, the 2013 Springs Utilities contract exchange, which, at the discretion of Springs Utilities, allows the Willow Creek Ranch water rights in the Arkansas River to be exchanged for the same amount of non-Project water in Springs Utilities' Twin Lakes Reservoir storage to be delivered to Donala via a service agreement between Donala and Springs Utilities. If exchange with Springs Utilities' Twin Lakes storage was not possible, the Willow Creek Ranch water rights would continue down the Arkansas River to Donala's proposed storage in Pueblo Reservoir; and second, the 2013 upper reservoir contract exchange, which facilitates movement of Donala's non-project water (Willow Creek Ranch water rights and leased Pueblo Board water) to upper reservoir storage. Flows downstream of Willow Creek Ranch would not change from existing conditions regardless of whether the proposed contract is issued, therefore, there would be no impacts and no additional analysis was necessary for that area. The remainder of Donala's request was within the scope of the Donala Temporary Excess Capacity Contract Environmental Assessment and Finding of No Significant Impact (FONSI) 2012-002 (Donala 2012 EA) or the Environmental Assessment and Finding of No Significant Impact No. EC-1300-06-02 signed April 2006 (2006-2010 EA), which was tiered to in the 2012 analysis.

In 2013, Donala's general operations are as follows. A more detailed explanation is included in the attached EA: Donala expects to receive and store both Willow Creek Ranch water rights and leased non-Project water purchased from Pueblo Board in the proposed Pueblo Reservoir storage

account. This leased water is extra, over and above what is needed to fulfill return flow obligations associated with Willow Creek Ranch water rights. All of Donala's non-Project water in its proposed Pueblo Reservoir storage would then need to be exchanged to upper reservoirs using the 2013 upper reservoir contract exchange. From there, Springs Utilities would deliver the water to Donala under the conditions of a short term water service agreement. Direct releases from Fry-Ark Project reservoirs, with the exception of direct releases to satisfy return flow obligations associated with the Willow Creek water rights, were not considered for this one-year, temporary, proposed contract action.

The Springs Utilities Pueblo storage contract does not contemplate storage of Donala's Willow Creek Ranch water rights. For this proposed temporary contract, Donala cannot store its water rights in Springs Utilities Pueblo Reservoir storage account.

ENVIRONMENTAL COMMITMENTS

Donala's contract would require compliance with the environmental commitments made for excess storage capacity contracts in the 2006-2010 EA and FONSI. Table 1.0 below outlines how compliance with these commitments would be made.

Donala would abide by Colorado water law and any requirements of the Colorado Division of Water Resources - Office of the State Engineer, which has jurisdiction over the administration of state waters.

TABLE 1.0 – COMPLIANCE WITH ENVIRONMENTAL COMMITMENTS

Environmental Commitment	Compliance Determination
All water must be transported, stored, and released in accordance with the laws of the State of Colorado.	To be included in contract.
By entering into a temporary excess capacity contract with Reclamation, for the use and distribution of United States waters, the Contractor shall comply will all sections of the Clean Water Act.	To be included in contract. Confirmed requests include no construction to transport and/or deliver the water.
If Reclamation enters into any long-term contracts during the term of the proposed action, the amount of storage and exchange covered by this EA will be reduced by the amount of the long-term contract.	Long term excess capacity contracts were issued to the City of Aurora in 2007 for 10,000 ac-ft and to Springs Utilities, Fountain, Security, and Pueblo West in 2011. The four entities will receive a total of 27,200 ac-ft in 2013. The 19,624 ac-ft being requested is still well under the now 42,800 ac-ft available for temporary contracts.
Reclamation will monitor temporary excess capacity operations including daily storage and release data for Contractors' accounts, to better understand real-time use of contracted storage. This will aid in understanding how temporary excess capacity is used and present the opportunity to adaptively manage future temporary excess capacity contract operations.	Monitoring ongoing. Year-end analysis planned. Modifications to operations will be made accordingly, if necessary.

Environmental Commitment	Compliance Determination
<p>Reclamation will work with the State's Water Quality Control Division (WQCD) and other interested parties to compare their water quality data with Reclamation's operational data described above to determine if there is a correlation between selenium concentrations on the Arkansas River from Pueblo Reservoir to the Rocky Ford head gate, and changing hydrology as a result of temporary excess capacity contract operations for the years 2006 through 2010.</p>	<p>WQCD confirmed collection of selenium data is ongoing. This commitment to compare water quality data for selenium is pending due to incomplete data collection and Arkansas River selenium modeling efforts. When data is received and model finalized, the commitment can be fulfilled.</p>
<p>Temporary excess capacity contract operations shall not cause flows on the Arkansas River as measured at the Avondale gage to fall below 86 cfs.</p>	<p>Ongoing communication with signatories of the IGA (Intergovernmental Agreement between the City of Aurora, Colorado Springs Utilities, City of Fountain, Pueblo Board of Water Works, the District and the City of Pueblo to maintain certain flows downstream from Pueblo Reservoir to Fountain Creek), St. Charles Mesa Water District, and State Engineer to ensure compliance.</p>
<p>In support of the Upper Arkansas River Flow Program (Flow Program), Contractors may not exchange water from Pueblo Reservoir to upstream locations against releases made by Reclamation in support of the Flow Program, or make any exchanges from Pueblo Reservoir which would require Reclamation to release additional water to meet the objectives of the Flow Program.</p>	<p>To be included in contract. If a contractor requests to exchange water from Pueblo Reservoir against releases made in support of the Flow Program, the request will be denied. This would prevent entities from exercising a physical exchange against the outflow of Twin Lakes Reservoir from Pueblo Reservoir.</p>
<p>Reclamation will not execute contract exchanges until the Natural Resource Conservation Service (NRCS) makes its annual May 1st water supply forecast, and Reclamation determines whether or not contract exchanges will affect its ability to operate in accordance with the Flow Program recommendations, or impair the ability of Fremont Sanitation District Wastewater Treatment Plan or the Salida Treatment Plant to meet their CDPES permit requirements.</p>	<p>The Springs Utilities and Aurora long-term excess capacity contracts allows up to 10,000 ac-ft of exchange. Springs Utilities has requested exchanges up to 10,000 ac-ft for 2013. According to both Springs Utilities' and Aurora's exchange contracts, Reclamation would offer the exchange, in priority, to contractors who will use the water in-district. Therefore, Springs Utilities would receive preference over Aurora if the situation materializes. Past demand has shown that Aurora has not used their contract exchange since 2005 and never over 5,000 ac-ft total.</p>
<p>Reclamation will limit temporary excess capacity contract operations that have the potential to affect the Arkansas River below Pueblo Reservoir when flows are ≤ 500 cfs and > 50 cfs to a decrease of no more than 50% of the average daily flow as measured by adding the flow at the above Pueblo gage to fish hatchery return flows.</p>	<p>Reclamation will use the previous day's flows, as measured by adding flows at the Above Pueblo Gage to fish hatchery return flows, to determine whether this mitigation measure would be triggered.</p>
<p>Reclamation will limit temporary excess capacity contract operations that have the potential to affect the Arkansas River below Pueblo Reservoir when flows are ≤ 50 cfs, as measured by adding the flow at the above Pueblo gage to fish hatchery return flows.</p>	<p>To be included in contract. See above.</p>
<p>Contractors that propose to store water that originates in the Upper Colorado River basin must either (1) sign a Recovery Agreement with the U.S. Fish and Wildlife Service, or (2) if the water originates in the Gunnison River basin, individual consultation with the Service may be required.</p>	<p>Confirmed completed.</p>

Environmental Commitment	Compliance Determination
<p>Contracts will be conditioned to limit storage of west slope water to the volume modeled for this analysis, or 14,200 ac-ft per year, as discussed in the EA, Chapter 3, Section IV. If a request is outside of this condition, additional environmental compliance will be required.</p>	<p>Confirmed to be under the 14,200 ac-ft per year analyzed in the 2006-2010 EA.</p>
<p>If the potential effects of future requests were not evaluated in EA No. EC-1300-06-02, as discussed in Appendix C, Hydrologic Model Documentation, additional environmental compliance will be required.</p>	<p>A portion of Donala's request that involves exchange to Pueblo Board's storage in Turquoise Reservoir and related Willow Creek Ranch return flows was found to be outside of the scope of analysis of the 2006-2010 EA and the 2013 Springs Utilities contract exchange and 2013 upper reservoir contract exchange were found to be outside the scope of the 2012 EA. Since the flows downstream of Willow Creek Ranch would not change regardless of whether or not Reclamation issues a contract, no additional analysis is necessary. Additional analysis of impacts to the hydrology downstream of Turquoise Reservoir, the aquatic resources (including threatened and endangered species), and the recreation in those waters will be completed for the contract request with this EA. Based upon the magnitude of the changes in flows expected with the Proposed Action Alternative, the scope of analysis includes stretches of stream from the Turquoise Reservoir to the confluence with the Arkansas River. Impacts beyond that point are believed to be indiscernible. See Figure 1.2 for a location map. The analysis only specifically addresses Lake Fork Creek below Turquoise Reservoir. It was assumed that the level of impacts gradually reduces with further distance from Willow Creek Ranch. See the 2006-2010 EA and FONSI No. 2010-26 for the complete analysis for all other aspects of the 2013 request.</p>

Summary of Environmental Effects

In the attached EA No. EC-2013-001, Donala Water and Sanitation District, Temporary Excess Capacity Contract, Fryingpan-Arkansas Project, Reclamation evaluated the environmental consequences associated with implementing the Proposed Action Alternative. The releases made at Turquoise Reservoir would be for the same time period and in the same amount and rate as would occur without a contract with Reclamation, as the water rights would likely be sold to another municipality who would operate in the same manner. There would be short-term increases in the flows on Lake Fork Creek below Turquoise Reservoir to the confluence with Willow Creek and short-term increases in the flows on Lake Fork Creek below the confluence with Willow Creek, with the highest levels in the winter months that could potentially impact aquatic resources and fishery-related recreation. However, the largest monthly volume increase in flows of 47 acre-feet (ac-ft) per month (0.78 cfs) in November would still be within the general 5 percent margin of error used for measurement in Colorado streams by the US Geological Survey and well within the normal release patterns for the reservoirs and CWCB ISF's would be maintained (Vaughan 2011), as would the largest monthly percent change increase in flows of 4 percent in December. The increase in flows would be immeasurable due to physical constraints and would be considered negligible. The contract exchanges proposed would not result in any effects due to the fact that they facilitate administrative movement of water only. Therefore, the estimated impacts are not believed to be significant.

Any releases of water from Pueblo Reservoir have already been analyzed in the 2006-2010 EA. Thus, besides the impacts stated above, no impacts would occur as a result of entering into the proposed contract(s) that were not already analyzed in the 2012 or 2006-2010 EA's and FONSI's.

Reclamation reviewed the Department of the Interior's extraordinary circumstances (43 CFR 46.215) relative to this proposed action, and determined there were no significant effects to the resources identified in the extraordinary circumstances, including no effect on Indian Trust Assets.

FINDING

Based on the analysis of the environmental impacts as described in the EA, Reclamation has determined that executing the proposed temporary storage contract(s) will not have a significant impact on the quality of the human environment or natural resources. A Finding of No Significant Impact is justified for the proposed contract(s). Therefore, an environmental impact statement is not necessary to further analyze the environmental effect of the proposed action.

DECISION

Reclamation has decided to issue Donala a temporary excess capacity contract(s) on an annual basis, if necessary, as long as conditions do not change significantly compared to what was analyzed in EA No. EC-2013-001 and environmental commitments are met as described in Table 1, including no change of effects associated with agreements and exchanges with non-Reclamation entities that use non-Project water or contracts. Any future requests not covered under the scope of this EA and FONSI would require separate NEPA analysis documentation.