

SOUTH DELTA WATER AGENCY

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Via Fax (559) 487-5397

Mr. Joe Thompson
Bureau of Reclamation
South-Central California Area Office
1243 N Street
Fresno, CA 93721

Dear Mr. Thompson:

On behalf of the South Delta Water Agency, I would like to make the following comments with regard to the proposed execution of Long Term Water Service Contracts referenced above.

First, any CVP contract for water should only be for an amount or amounts which can be provided by existing facilities and supplies. It is our understanding that the proposed contracts seek to supply amounts well in excess of current capabilities which are limited by yield and regulatory restrictions. Contracts in excess of these amounts will only result in conflicts arising among the various obligations of the CVP and encourage the transfer of water which is unavailable.

Second, any such contract should include language that clarifies deliveries are limited to supplies which are necessary for use in meeting permit or other regulatory obligations. Since the export pump and San Luis Reservoir permits require compliance with the southern Delta water quality objectives for agricultural beneficial uses, deliveries from these facilities must be decreased until such compliance is attained.

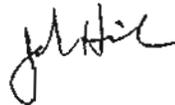
Third, any such contract should contain language clarifying that deliveries are subject to reductions necessary to meet area of origin (Cal. Wat. Code §§ 11460 et. seq.) needs, salinity/Delta outflow requirements, and ESA responsibilities.

Mr. Joe Thompson
December 17, 2004
Page Two

Fourth, CVP contracts should include language that deliveries are subject to reductions as may be necessary to resolve the San Joaquin Valley drainage problem as caused by CVP operations.

Finally, The draft EA and FONSI are inadequate in their evaluation of the continuing and long term effects on the San Joaquin River and Delta, and the beneficial uses dependent thereon which result from the operation of the CVP. We suggest that only interim contracts be executed until the USBR has determined how it will comply with all of the requirements and obligations referenced above.

Very truly yours,



JOHN HERRICK

JH/dd