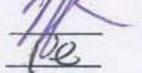
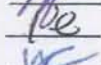
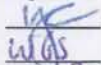
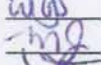
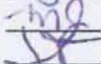



## SAN LUIS UNTI WATER SERVICE INTERIM RENEWAL CONTRACTS

South-Central California Area Office

Date: December 18, 2007

To:	Wildlife Biologist	SCC 420		M Kinsey	12/18/2007
	Secretary	SCC 101		P Escobar	12/18/07
	Acting Chief, Resource Division	SCC 400		V Curley	12/18/2007
	Deputy Area Manager	SCC 102		W Shipp	12/19/07
	Area Manager	SCC 100		M Jackson	12/18/07
	Natural Resource Specialist	SCC 413		J Tapia	12/18/07

Cost Authority Number: A10-0805-8943-332-76-0-0

From: Judi Tapia

Subject: Review and signing of FONSI

Please review the attached FONSI/EA and route it according to the order on the list. When your review is finished, please date and initial this routing document, and sign on the first page of the FONSI if your name is listed. However, if you have comments or questions please contact the Environmental Team or the proponent of the action. When everyone has signed the FONSI, please return it to Judi Tapia.

Thank you.

Ready for Central Files

12/18/07

Copies to: MP-3730 (1 copy)  
Project Proponent: S Carter SCC-414  
RMD Files  
E-Copy (M. Yow)

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**MID-PACIFIC REGION**

**SOUTH-CENTRAL CALIFORNIA AREA OFFICE  
FRESNO, CALIFORNIA**

**FINDING OF NO SIGNIFICANT IMPACT**

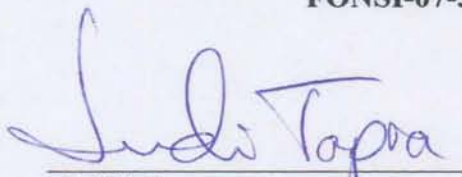
**SAN LUIS UNIT WATER SERVICE INTERIM RENEWAL CONTRACTS**

**(Westlands Water District)**

**Central Valley Project  
Sacramento, California**

**FONSI-07-56**

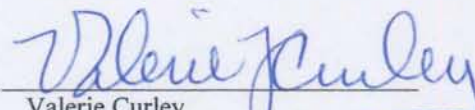
Recommended by:

  
Judi Tapia  
Natural Resource Specialist  
South Central California Area Office

Date:

12/18/07

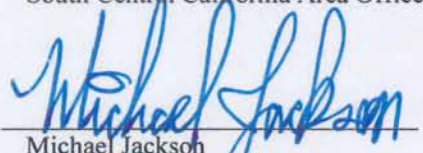
Concurred by:

  
Valerie Curley  
Acting Resource Management Division Chief  
South Central California Area Office

Date:

12-18-07

Approved by:

  
Michael Jackson  
Area Manager  
South Central California Area Office

Date:

12/18/07

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**Draft FINDING OF NO SIGNIFICANT IMPACT**  
**San Luis Unit Water Service Interim Renewal Contracts**

In accordance with section 102(2)(c) of the National Environmental Policy Act of 1969, as amended, the South-Central California Area Office of the U.S. Bureau of Reclamation (Reclamation), has determined that the interim renewal of Westlands Water District's (WWD) San Luis Unit water service contracts for a period of twenty-six months is not a major federal action that would significantly affect the quality of the human environment and an environmental impact statement is not required. This Finding of No Significant Impact is supported by Reclamation's Environmental Assessment (EA) Number EA-07-56, "*San Luis Unit Water Service Interim Renewal Contracts – 2008 – 2011*", and is hereby incorporated by reference.

**BACKGROUND**

Section 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA) authorizes and directs Reclamation to prepare appropriate environmental review before renewing an existing water service contract for a period of twenty-five years. When that directive is not yet satisfied, Reclamation shall renew water contracts for an interim period not to exceed three years and for successive interim periods not to exceed two years. Because WWD's two existing long-term contracts will expire December 31, 2007, and Reclamation has not yet completed appropriate environmental review of a twenty-five year water service contract, Reclamation will execute a single interim water service contract (consolidating both prior contracts) with WWD. The Proposed Action, therefore, is the execution of WWD's interim renewal contract with the United States, for 26 months with contract provisions as negotiated between Reclamation and WWD. WWD's interim contract would be renewed for the period of January 1, 2008 through February 28, 2010. The negotiated San Luis Unit form draft interim renewal contract can be found in Appendix A of the EA. The 1,150,000 acre-feet of water available to WWD under the contract provisions of the Proposed Action will remain the same as in WWD's existing contracts.

The Proposed Action includes terms and conditions required by non-discretionary CVPIA provisions and are consistent with the Preferred Alternative of the CVPIA Programmatic Environmental Impact Statement. The contract provisions of the Proposed Action have been adapted for an interim period, and exclude tiered pricing. (Section 3405(d) of the CVPIA does not require tiered pricing to be included in contracts of 3 years or less in duration and negotiations concluded with a form of contract which does not include tiered pricing.)

Reclamation's finding that implementation of the Proposed Action will result in no significant impact to the quality of the human environment is supported by the following findings:

**FINDINGS**

**Water Resources:** Execution of WWD's interim renewal contract will not change contract water quantities from the quantities in the existing contracts, and will not lead to any increased water use. Therefore, there will be no effect on surface water supplies or quality. Since water quantities and deliveries will not change there will not be a shift to groundwater due to the interim renewal contract. Therefore, there also will be no effect on groundwater supplies or quality.

**Land Use:** The interim renewal of WWD's contract will not provide for additional water supplies that could act as an incentive for conversion of native habitat. Use of contract water for agricultural/irrigation use or municipal/industrial (M&I) use under the interim renewal contract will

not change from the purposes of use specified in WWD's existing contracts. The amount and types of crops planted will vary according to the annual water allocation and farming practices. Likewise, WWD's interim renewal contract will not change contract terms or conditions governing the allocation of Central Valley Project (CVP) water during times of limited supply (i.e., drought), so would not provide additional water reliability. Given the 26 month period of WWD's interim renewal contract, there will be no effect on land use.

**Biological Resources:** The amount and timing of storage at CVP reservoirs and flows in rivers and streams that convey CVP water during the 26 month contract period are expected to be similar to the amount and timing of storage and flows under historic CVP operations and will conform with all existing biological opinions and with regulatory requirements. Renewal of the interim contract will not cause changes in existing programs to protect biological resources, and programs will continue to be implemented to ensure that no significant impacts to biological resources will occur.

Reclamation has completed consultation with the U.S. Fish and Wildlife Service on these interim renewal contract actions. The result of that Endangered Species Act Section 7 consultation, along with implementation of all applicable requirements, ensure that renewal of interim contracts will not result in any significant effect to threatened or endangered species. Reclamation has determined that these interim renewal actions will have no effect upon listed salmonid and sturgeon species within San Luis Unit's service area boundaries. Additionally, Reclamation has determined that these interim renewal actions will have no effects to designated salmonid critical habitat within the SLU service area.

**Cultural Resources:** The Proposed Action will not cause activities such as permanent changes in reservoir elevations, development of native habitat for agricultural or M&I use, or the construction of any new facilities, that could affect cultural resources, National Register listed or eligible historic properties, or Indian Sacred Sites. No impacts to cultural resources or Indian Sacred Sites are expected.

**Indian Trust Assets:** No physical changes to existing facilities are proposed and no new facilities are proposed. Continued delivery of CVP water to WWD under an interim renewal contract will not affect any Indian Trust Assets because existing rights will not be affected.

**Recreation Resources:** The Proposed Action will not cause changes in historic CVP operations that determine reservoir storage or the amount or timing of water deliveries. Therefore, no impacts to recreational resources are anticipated.

**Socioeconomic Resources:** The interim renewal of WWD's contracts will not cause changes from the existing contracts in deliveries or pricing of CVP water, CVP facilities operations, CVP power generation and use, or recreation use, and will therefore not cause economic impacts.

**Environmental Justice:** The Proposed Action will not cause changes in historical water supplies or CVP operations and, as a result, no changes in population, economics, or other indicators of social well being will result from the contract renewal. The Proposed Action will support continued agricultural production and therefore will not cause changes to employment of minority and low-income populations. The Proposed Action will not result in a disproportionately high or adverse health or environmental effect on minority populations or low-income populations. There are no environmental justice implications from the Proposed Action.

**Cumulative Impacts:** The Proposed Action, when added to other past, present, and future actions does not result in additional diversions of water, or significantly impact biological, cultural, recreation or socioeconomic resources. Neither Indian Trust Assets nor disadvantaged or minority populations would be impacted. Water quality would not be degraded as a result of construction activities. Overall there would be no cumulative impacts due to this Proposed Action.



**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**MID-PACIFIC REGION**

**SOUTH-CENTRAL CALIFORNIA AREA OFFICE  
FRESNO, CALIFORNIA**

**FINDING OF NO SIGNIFICANT IMPACT**


**SAN LUIS UNIT WATER SERVICE INTERIM RENEWAL CONTRACTS**

**(City of Avenal)**

**Central Valley Project  
Sacramento, California**

**FONSI-07-56**

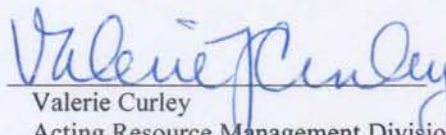
Recommended by:

  
Judi Tapia  
Natural Resource Specialist  
South Central California Area Office

Date:

12/18/07

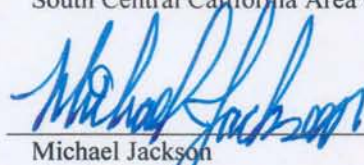
Concurred by:

  
Valerie Curley  
Acting Resource Management Division Chief  
South Central California Area Office

Date:

12-18-07

Approved by:

  
Michael Jackson  
Area Manager  
South Central California Area Office

Date:

12/18/07

## **Draft FINDING OF NO SIGNIFICANT IMPACT San Luis Unit Water Service Interim Renewal Contracts**

In accordance with section 102(2)(c) of the National Environmental Policy Act (NEPA) of 1969, as amended, the South-Central California Area Office of the U.S. Bureau of Reclamation (Reclamation), has determined that the interim renewal of the City of Avenal's (Avenal) M&I San Luis Unit water service contract for a period of twenty-six months is not a major federal action that would significantly affect the quality of the human environment and an environmental impact statement is not required. This Finding of No Significant Impact is supported by Reclamation's Draft Environmental Assessment (EA) Number EA-07-56, "*San Luis Unit Water Service Interim Renewal Contracts – 2008 – 2011*", and is hereby incorporated by reference.

### **BACKGROUND**

Section 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA) authorizes and directs Reclamation to prepare appropriate environmental review before renewing an existing water service contract for a period of twenty-five years. When that directive is not yet satisfied, Reclamation shall renew water contracts for an interim period not to exceed three years and for successive interim periods not to exceed two years. Because Avenal's existing long-term contract will expire December 31, 2008 before a long-term contract can be executed and Reclamation has not yet completed appropriate environmental review of a twenty-five year water service contract, Reclamation will execute an interim water service contract with Avenal.

The Proposed Action, therefore, is the execution of Avenal's interim renewal contract with the United States, for 26 months with contract provisions as negotiated between Reclamation and Avenal. Avenal's interim contract would be renewed for the period of January 1, 2009 through February 28, 2011. The negotiated San Luis Unit form draft interim renewal contract can be found in Appendix A of the EA. The 3,500 acre-feet of water available to Avenal under the contract provisions of the Proposed Action will remain the same as in Avenal's existing long-term contract.

The Proposed Action includes terms and conditions required by non-discretionary CVPIA provisions and are consistent with the Preferred Alternative of the CVPIA Programmatic Environmental Impact Statement. The contract provisions of the Proposed Action have been adapted for an interim period, and exclude tiered pricing. (Section 3405(d) of the CVPIA does not require tiered pricing to be included in contracts of 3 years or less in duration and negotiations concluded with a form of contract which does not include tiered pricing.)

Reclamation's finding that implementation of the Proposed Action will result in no significant impact to the quality of the human environment is supported by the following findings:

### **FINDINGS**

**Water Resources:** Execution of Avenal's interim renewal contract will not change contract water quantities from the quantities in the existing contracts, and will not lead to any increased water use. Therefore, there will be no effect on surface water supplies or quality. Since water quantities and deliveries will not change there will not be a shift to groundwater due to the interim renewal contract. Therefore, there also will be no effect on groundwater supplies or quality.



**Land Use:** The interim renewal of Avenal's contract will not provide for additional water supplies that could act as an incentive for conversion of native habitat. Use of contract water for municipal/industrial (M&I) use under the proposed interim renewal contract will not change from the purpose of use specified in Avenal's existing contract. Likewise, Avenal's interim renewal contract will not change contract terms or conditions governing the allocation of Central Valley Project (CVP) water during times of limited supply (i.e., drought), so would not provide additional water reliability. Given the 26 month period of Avenal's interim renewal contract, there will be no effect on land use.

**Biological Resources:** The amount and timing of storage at CVP reservoirs and flows in rivers and streams that convey CVP water during the 26 month contract period are expected to be similar to the amount and timing of storage and flows under historic CVP operations and will conform with all existing biological opinions and with regulatory requirements. Renewal of the interim contracts will not cause changes in existing programs to protect biological resources, and programs will continue to be implemented to ensure that no significant impacts to biological resources will occur.

Reclamation has completed consultation with the U.S. Fish and Wildlife Service on these interim renewal contract actions. The result of that Endangered Species Act Section 7 consultation, along with implementation of all applicable requirements, ensure that renewal of interim contracts will not result in any significant effect to threatened or endangered species. Reclamation has determined that these interim renewal actions will have no effect upon listed salmonid and sturgeon species within San Luis Unit's service area boundaries. Additionally, Reclamation has determined that these interim renewal actions will have no effects to designated salmonid critical habitat within the SLU service area.

**Cultural Resources:** The Proposed Action will not cause activities such as permanent changes in reservoir elevations, development of native habitat for agricultural or M&I use, or the construction of any new facilities, that could affect cultural resources, National Register listed or eligible historic properties, or Indian Sacred Sites. No impacts to cultural resources or Indian Sacred Sites are expected.

**Indian Trust Assets:** No physical changes to existing facilities are proposed and no new facilities are proposed. Continued delivery of CVP water to Avenal under an interim renewal contract will not affect any Indian Trust Assets because existing rights will not be affected.

**Recreation Resources:** The Proposed Action will not cause changes in historic CVP operations that determine reservoir storage or the amount or timing of water deliveries. Therefore, no impacts to recreational resources are anticipated.

**Socioeconomic Resources:** The interim renewal of Avenal's contract will not cause changes from the existing contracts in deliveries or pricing of CVP water, CVP facilities operations, CVP power generation and use, or recreation use, and will therefore not cause economic impacts.

**Environmental Justice:** The Proposed Action will not cause changes in historical water supplies or CVP operations and, as a result, no changes in population, economics, or other indicators of social well being will result from the contract renewal. The Proposed Action will support continued agricultural production and therefore will not cause changes to employment of minority and low-income populations. The Proposed Action will not result in a disproportionately high or adverse

health or environmental effect on minority populations or low-income populations. There are no environmental justice implications from the Proposed Action.

**Cumulative Impacts:** The Proposed Action, when added to other past, present, and future actions does not result in additional diversions of water, or significantly impact biological, cultural, recreation or socioeconomic resources. Neither Indian Trust Assets nor disadvantaged or minority populations would be impacted. Water quality would not be degraded as a result of construction activities. Overall there would be no cumulative impacts due to this Proposed Action.

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**MID-PACIFIC REGION**

**SOUTH-CENTRAL CALIFORNIA AREA OFFICE  
FRESNO, CALIFORNIA**

**FINDING OF NO SIGNIFICANT IMPACT**

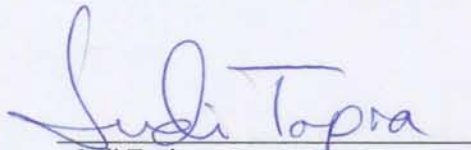
**SAN LUIS UNIT WATER SERVICE INTERIM RENEWAL CONTRACTS**

**(City of Huron)**

**Central Valley Project  
Sacramento, California**

**FONSI-07-56**

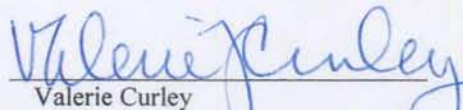
Recommended by:

  
Judi Tapia  
Natural Resource Specialist  
South Central California Area Office

Date:

12/18/07

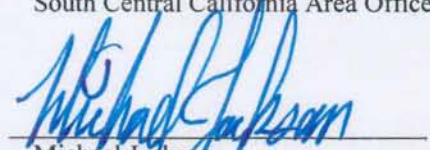
Concurred by:

  
Valerie Curley  
Acting Resource Management Division Chief  
South Central California Area Office

Date:

12-18-07

Approved by:

  
Michael Jackson  
Area Manager  
South Central California Area Office

Date:

12/18/07

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## **Draft FINDING OF NO SIGNIFICANT IMPACT**

### **San Luis Unit Water Service Interim Renewal Contracts**

In accordance with section 102(2)(c) of the National Environmental Policy Act (NEPA) of 1969, as amended, the South-Central California Area Office of the U.S. Bureau of Reclamation (Reclamation), has determined that the interim renewal of the City of Huron's (Huron) M&I San Luis Unit water service contract for a period of twenty-six months is not a major federal action that would significantly affect the quality of the human environment and an environmental impact statement is not required. This Finding of No Significant Impact is supported by Reclamation's Draft Environmental Assessment (EA) Number EA-07-56, "*San Luis Unit Water Service Interim Renewal Contracts – 2008 – 2011*", and is hereby incorporated by reference.

#### **BACKGROUND**

Section 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA) authorizes and directs Reclamation to prepare appropriate environmental review before renewing an existing water service contract for a period of twenty-five years. When that directive is not yet satisfied, Reclamation shall renew water contracts for an interim period not to exceed three years and for successive interim periods not to exceed two years. Because Huron's existing long-term contract will expire December 31, 2008 before a long-term contract can be executed and Reclamation has not yet completed appropriate environmental review of a twenty-five year water service contract, Reclamation will execute an interim water service contract with Huron.

The Proposed Action, therefore, is the execution of Huron's interim renewal contract with the United States, for 26 months with contract provisions as negotiated between Reclamation and Huron. Huron's interim contract would be renewed for the period of January 1, 2009 through February 28, 2011. The negotiated San Luis Unit form draft interim renewal contract can be found in Appendix A of the EA. The 3,000 acre-feet of water available to Huron under the contract provisions of the Proposed Action will remain the same as in Huron's existing long-term contract.

The Proposed Action includes terms and conditions required by non-discretionary CVPIA provisions and are consistent with the Preferred Alternative of the CVPIA Programmatic Environmental Impact Statement. The contract provisions of the Proposed Action have been adapted for an interim period, and exclude tiered pricing. (Section 3405(d) of the CVPIA does not require tiered pricing to be included in contracts of 3 years or less in duration and negotiations concluded with a form of contract which does not include tiered pricing.)

Reclamation's finding that implementation of the Proposed Action will result in no significant impact to the quality of the human environment is supported by the following findings:

#### **FINDINGS**

**Water Resources:** Execution of Huron's interim renewal contract will not change contract water quantities from the quantities in the existing contracts, and will not lead to any increased water use. Therefore, there will be no effect on surface water supplies or quality. Since water quantities and deliveries will not change there will not be a shift to groundwater due to the interim renewal contract. Therefore, there also will be no effect on groundwater supplies or quality.

**Land Use:** The interim renewal of Huron's contract will not provide for additional water supplies that could act as an incentive for conversion of native habitat. Use of contract water for municipal/industrial (M&I) use under the proposed interim renewal contract will not change from the purpose of use specified in Huron's existing contract. Likewise, Huron's interim renewal contract will not change contract terms or conditions governing the allocation of Central Valley Project (CVP) water during times of limited supply (i.e., drought), so would not provide additional water reliability. Given the 26 month period of Huron's interim renewal contract, there will be no effect on land use.

**Biological Resources:** The amount and timing of storage at CVP reservoirs and flows in rivers and streams that convey CVP water during the 26 month contract period are expected to be similar to the amount and timing of storage and flows under historic CVP operations and will conform with all existing biological opinions and with regulatory requirements. Renewal of the interim contracts will not cause changes in existing programs to protect biological resources, and programs will continue to be implemented to ensure that no significant impacts to biological resources will occur.

Reclamation has completed consultation with the U.S. Fish and Wildlife Service on these interim renewal contract actions. The result of that Endangered Species Act Section 7 consultation, along with implementation of all applicable requirements, ensure that renewal of interim contracts will not result in any significant effect to threatened or endangered species. Reclamation has determined that these interim renewal actions will have no effect upon listed salmonid and sturgeon species within San Luis Unit's service area boundaries. Additionally, Reclamation has determined that these interim renewal actions will have no effects to designated salmonid critical habitat within the SLU service area.

**Cultural Resources:** The Proposed Action will not cause activities such as permanent changes in reservoir elevations, development of native habitat for agricultural or M&I use, or the construction of any new facilities, that could affect cultural resources, National Register listed or eligible historic properties, or Indian Sacred Sites. No impacts to cultural resources or Indian Sacred Sites are expected.

**Indian Trust Assets:** No physical changes to existing facilities are proposed and no new facilities are proposed. Continued delivery of CVP water to Huron under an interim renewal contract will not affect any Indian Trust Assets because existing rights will not be affected.

**Recreation Resources:** The Proposed Action will not cause changes in historic CVP operations that determine reservoir storage or the amount or timing of water deliveries. Therefore, no impacts to recreational resources are anticipated.

**Socioeconomic Resources:** The interim renewal of Huron's contract will not cause changes from the existing contracts in deliveries or pricing of CVP water, CVP facilities operations, CVP power generation and use, or recreation use, and will therefore not cause economic impacts.

**Environmental Justice:** The Proposed Action will not cause changes in historical water supplies or CVP operations and, as a result, no changes in population, economics, or other indicators of social well being will result from the contract renewal. The Proposed Action will support continued agricultural production and therefore will not cause changes to employment of minority and low-income populations. The Proposed Action will not result in a disproportionately high or adverse



health or environmental effect on minority populations or low-income populations. There are no environmental justice implications from the Proposed Action.

**Cumulative Impacts:** The Proposed Action, when added to other past, present, and future actions does not result in additional diversions of water, or significantly impact biological, cultural, recreation or socioeconomic resources. Neither Indian Trust Assets nor disadvantaged or minority populations would be impacted. Water quality would not be degraded as a result of construction activities. Overall there would be no cumulative impacts due to this Proposed Action.

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**MID-PACIFIC REGION**

**SOUTH-CENTRAL CALIFORNIA AREA OFFICE  
FRESNO, CALIFORNIA**

**FINDING OF NO SIGNIFICANT IMPACT**

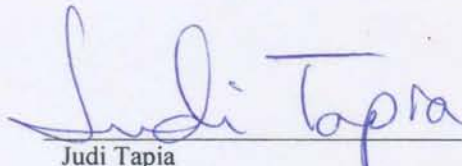
**SAN LUIS UNIT WATER SERVICE INTERIM RENEWAL CONTRACTS**

**(California Department of Fish and Game)**

**Central Valley Project  
Sacramento, California**

**FONSI-07-56**

Recommended by:

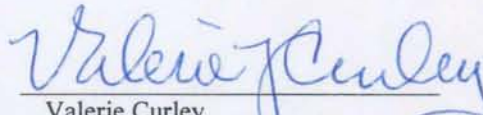


Judi Tapia  
Natural Resource Specialist  
South Central California Area Office

Date:

12/18/07

Concurred by:

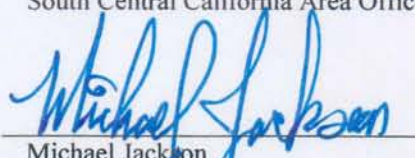


Valerie Curley  
Acting Resource Management Division Chief  
South Central California Area Office

Date:

12-18-07

Approved by:



Michael Jackson  
Area Manager  
South Central California Area Office

Date:

12/18/07

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## **Draft FINDING OF NO SIGNIFICANT IMPACT San Luis Unit Water Service Interim Renewal Contracts**

In accordance with section 102(2)(c) of the National Environmental Policy Act (NEPA) of 1969, as amended, the South-Central California Area Office of the U.S. Bureau of Reclamation (Reclamation), has determined that the interim renewal of the California Department of Fish and Game's (CDFG) M&I San Luis Unit water service contract for a period of twenty-six months is not a major federal action that would significantly affect the quality of the human environment and an environmental impact statement is not required. This Finding of No Significant Impact is supported by Reclamation's Draft Environmental Assessment (EA) Number EA-07-56, "*San Luis Unit Water Service Interim Renewal Contracts – 2008 – 2011*", and is hereby incorporated by reference.

### **BACKGROUND**

Section 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA) authorizes and directs Reclamation to prepare appropriate environmental review before renewing an existing water service contract for a period of twenty-five years. When that directive is not yet satisfied, Reclamation shall renew water contracts for an interim period not to exceed three years and for successive interim periods not to exceed two years. Because CDFG's existing long-term contract will expire December 31, 2008 before a long-term contract can be executed and Reclamation has not yet completed appropriate environmental review of a twenty-five year water service contract, Reclamation will execute an interim water service contract with CDFG.

The Proposed Action, therefore, is the execution of CDFG's interim renewal contract with the United States, for 26 months with contract provisions as negotiated between Reclamation and CDFG. CDFG's interim contract would be renewed for the period of January 1, 2009 through February 28, 2011. The negotiated San Luis Unit form draft interim renewal contract can be found in Appendix A of the EA. The 10 acre-feet of water available to CDFG under the contract provisions of the Proposed Action will remain the same as in CDFG's existing long-term contract.

The Proposed Action includes terms and conditions required by non-discretionary CVPIA provisions and are consistent with the Preferred Alternative of the CVPIA Programmatic Environmental Impact Statement. The contract provisions of the Proposed Action have been adapted for an interim period, and exclude tiered pricing. (Section 3405(d) of the CVPIA does not require tiered pricing to be included in contracts of 3 years or less in duration and negotiations concluded with a form of contract which does not include tiered pricing.)

Reclamation's finding that implementation of the Proposed Action will result in no significant impact to the quality of the human environment is supported by the following findings:

### **FINDINGS**

**Water Resources:** Execution of CDFG's interim renewal contract will not change contract water quantities from the quantities in the existing contracts, and will not lead to any increased water use. Therefore, there will be no effect on surface water supplies or quality. Since water quantities and deliveries will not change there will not be a shift to groundwater due to the interim renewal contract. Therefore, there also will be no effect on groundwater supplies or quality.

**Land Use:** The interim renewal of CDFG's contract will not provide for additional water supplies that could act as an incentive for conversion of native habitat. Use of contract water for municipal/industrial (M&I) use under the proposed interim renewal contract will not change from the purpose of use specified in CDFG's existing contract. Likewise, CDFG's interim renewal contract will not change contract terms or conditions governing the allocation of Central Valley Project (CVP) water during times of limited supply (i.e., drought), so would not provide additional water reliability. Given the 26 month period of CDFG's interim renewal contract, there will be no effect on land use.

**Biological Resources:** The amount and timing of storage at CVP reservoirs and flows in rivers and streams that convey CVP water during the 26 month contract period are expected to be similar to the amount and timing of storage and flows under historic CVP operations and will conform with all existing biological opinions and with regulatory requirements. Renewal of the interim contracts will not cause changes in existing programs to protect biological resources, and programs will continue to be implemented to ensure that no significant impacts to biological resources will occur.

Reclamation has completed consultation with the U.S. Fish and Wildlife Service on these interim renewal contract actions. The result of that Endangered Species Act Section 7 consultation, along with implementation of all applicable requirements, ensure that renewal of interim contracts will not result in any significant effect to threatened or endangered species. Reclamation has determined that these interim renewal actions will have no effect upon listed salmonid and sturgeon species within San Luis Unit's service area boundaries. Additionally, Reclamation has determined that these interim renewal actions will have no effects to designated salmonid critical habitat within the SLU service area.

**Cultural Resources:** The Proposed Action will not cause activities such as permanent changes in reservoir elevations, development of native habitat for agricultural or M&I use, or the construction of any new facilities, that could affect cultural resources, National Register listed or eligible historic properties, or Indian Sacred Sites. No impacts to cultural resources or Indian Sacred Sites are expected.

**Indian Trust Assets:** No physical changes to existing facilities are proposed and no new facilities are proposed. Continued delivery of CVP water to CDFG under an interim renewal contract will not affect any Indian Trust Assets because existing rights will not be affected.

**Recreation Resources:** The Proposed Action will not cause changes in historic CVP operations that determine reservoir storage or the amount or timing of water deliveries. Therefore, no impacts to recreational resources are anticipated.

**Socioeconomic Resources:** The interim renewal of CDFG's contracts will not cause changes from the existing contracts in deliveries or pricing of CVP water, CVP facilities operations, CVP power generation and use, or recreation use, and will therefore not cause economic impacts.

**Environmental Justice:** The Proposed Action will not cause changes in historical water supplies or CVP operations and, as a result, no changes in population, economics, or other indicators of social well being will result from the contract renewal. The Proposed Action will support continued agricultural production and therefore will not cause changes to employment of minority and low-income populations. The Proposed Action will not result in a disproportionately high or adverse

health or environmental effect on minority populations or low-income populations. There are no environmental justice implications from the Proposed Action.

**Cumulative Impacts:** The Proposed Action, when added to other past, present, and future actions does not result in additional diversions of water, or significantly impact biological, cultural, recreation or socioeconomic resources. Neither Indian Trust Assets nor disadvantaged or minority populations would be impacted. Water quality would not be degraded as a result of construction activities. Overall there would be no cumulative impacts due to this Proposed Action.



**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**MID-PACIFIC REGION**

**SOUTH-CENTRAL CALIFORNIA AREA OFFICE  
FRESNO, CALIFORNIA**

**FINDING OF NO SIGNIFICANT IMPACT**

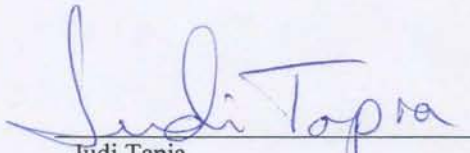
**SAN LUIS UNIT WATER SERVICE INTERIM RENEWAL CONTRACTS**

**(City of Coalinga)**

**Central Valley Project  
Sacramento, California**

**FONSI-07-56**

Recommended by:

  
Judi Tapia  
Natural Resource Specialist  
South Central California Area Office

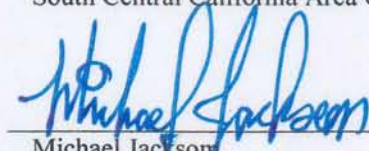
Date: 12/18/07

Concurred by:

  
Valerie Curley  
Acting Resource Management Division Chief  
South Central California Area Office

Date: 12-18-07

Approved by:

  
Michael Jackson  
Area Manager  
South Central California Area Office

Date: 12/18/07

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## **Draft FINDING OF NO SIGNIFICANT IMPACT**

### **San Luis Unit Water Service Interim Renewal Contracts**

In accordance with section 102(2)(c) of the National Environmental Policy Act (NEPA) of 1969, as amended, the South-Central California Area Office of the U.S. Bureau of Reclamation (Reclamation), has determined that the interim renewal of the City of Coalinga's (Coalinga) M&I San Luis Unit water service contract for a period of twenty-six months is not a major federal action that would significantly affect the quality of the human environment and an environmental impact statement is not required. This Finding of No Significant Impact is supported by Reclamation's Draft Environmental Assessment (EA) Number EA-07-56, "*San Luis Unit Water Service Interim Renewal Contracts – 2008 – 2011*", and is hereby incorporated by reference.

#### **BACKGROUND**

Section 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA) authorizes and directs Reclamation to prepare appropriate environmental review before renewing an existing water service contract for a period of twenty-five years. When that directive is not yet satisfied, Reclamation shall renew water contracts for an interim period not to exceed three years and for successive interim periods not to exceed two years. Because Coalinga's existing long-term contract will expire December 31, 2008 before a long-term contract can be executed and Reclamation has not yet completed appropriate environmental review of a twenty-five year water service contract, Reclamation will execute an interim water service contract with Coalinga.

The Proposed Action is the execution of Coalinga's interim renewal contract with the United States, for 26 months with contract provisions as negotiated between Reclamation and Coalinga. Coalinga's interim contract would be renewed for the period of January 1, 2009 through February 28, 2011. The negotiated San Luis Unit form draft interim renewal contract can be found in Appendix A of the EA. The 10,000 acre-feet of water available to Coalinga under the contract provisions of the Proposed Action will remain the same as in Coalinga's long-term contract.

The Proposed Action includes terms and conditions required by non-discretionary CVPIA provisions and are consistent with the Preferred Alternative of the CVPIA Programmatic Environmental Impact Statement. The contract provisions of the Proposed Action have been adapted for an interim period, and exclude tiered pricing. (Section 3405(d) of the CVPIA does not require tiered pricing to be included in contracts of 3 years or less in duration and negotiations concluded with a form of contract which does not include tiered pricing.)

Reclamation's finding that implementation of the Proposed Action will result in no significant impact to the quality of the human environment is supported by the following findings:

#### **FINDINGS**

**Water Resources:** Execution of Coalinga's interim renewal contract will not change contract water quantities from the quantities in the existing contracts, and will not lead to any increased water use. Therefore, there will be no effect on surface water supplies or quality. Since water quantities and deliveries will not change there will not be a shift to groundwater due to the interim renewal contract. Therefore, there also will be no effect on groundwater supplies or quality.

**Land Use:** The interim renewal of Coalinga's contract will not provide for additional water supplies that could act as an incentive for conversion of native habitat. Use of contract water for municipal/industrial (M&I) use under the proposed interim renewal contract will not change from the purpose of use specified in Coalinga's existing contract. Likewise, Coalinga's interim renewal contract will not change contract terms or conditions governing the allocation of Central Valley Project (CVP) water during times of limited supply (i.e., drought), so would not provide additional water reliability. Given the 26 month period of Coalinga's interim renewal contract, there will be no effect on land use.

**Biological Resources:** The amount and timing of storage at CVP reservoirs and flows in rivers and streams that convey CVP water during the 26 month contract period are expected to be similar to the amount and timing of storage and flows under historic CVP operations and will conform with all existing biological opinions and with regulatory requirements. Renewal of the interim contracts will not cause changes in existing programs to protect biological resources, and programs will continue to be implemented to ensure that no significant impacts to biological resources will occur.

Reclamation has completed consultation with the U.S. Fish and Wildlife Service on these interim renewal contract actions. The result of that Endangered Species Act Section 7 consultation, along with implementation of all applicable requirements, ensure that renewal of interim contracts will not result in any significant effect to threatened or endangered species. Reclamation has determined that these interim renewal actions will have no effect upon listed salmonid and sturgeon species within San Luis Unit's service area boundaries. Additionally, Reclamation has determined that these interim renewal actions will have no effects to designated salmonid critical habitat within the SLU service area.

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**Environmental Justice:** The Proposed Action will not cause changes in historical water supplies or CVP operations and, as a result, no changes in population, economics, or other indicators of social well being will result from the contract renewal. The Proposed Action will support continued agricultural production and therefore will not cause changes to employment of minority and low-income populations. The Proposed Action will not result in a disproportionately high or adverse

health or environmental effect on minority populations or low-income populations. There are no environmental justice implications from the Proposed Action.

**Cumulative Impacts:** The Proposed Action, when added to other past, present, and future actions does not result in additional diversions of water, or significantly impact biological, cultural, recreation or socioeconomic resources. Neither Indian Trust Assets nor disadvantaged or minority populations would be impacted. Water quality would not be degraded as a result of construction activities. Overall there would be no cumulative impacts due to this Proposed Action.