

Appendix A: Comment Letter and Reclamation's Responses to Comments

JAMES IRRIGATION DISTRICT

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April 30, 2018

TRANSMITTED BY EMAIL TO: jllewis@usbr.gov
ORIGINAL WILL BE SENT BY U.S. MAIL

Ms. Jennifer Lewis
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
South-Central California Area Office
1243 N Street
Fresno, CA 93721

SUBJECT: COMMENTS ON THE ADDITIONAL ONE-YEAR EXTENSION OF THE MENDOTA POOL GROUP EXCHANGE AGREEMENTS (EA-17-053 and FONSI-17-053)

Dear Ms. Lewis:

The James Irrigation District ("James ID") is in receipt of the Draft Environmental Assessment for the Additional One-Year Extension of the Mendota Pool Group Exchange Agreements ("Draft EA") and the Draft Finding of No Significant Impact for the Additional One-Year Extension of the Mendota Pool Group Exchange Agreements ("Draft FONSI"). The James ID is providing this correspondence to provide public comment on the Draft EA and the Draft FONSI.

JID-1
As stated in the Draft EA, under the proposed action the Bureau of Reclamation ("Reclamation") would renew one-year exchange agreements and groundwater pumped into Mendota Pool, minus losses, would be used by Reclamation to offset existing water contract obligations at the Mendota Pool. Reclamation would then reduce Central Valley Project ("CVP") deliveries to the Mendota Pool by the quantity exchanged and make an equivalent amount of up to 25,000 acre-feet per year of CVP water available to the Mendota Pool Group and Peracchi lands in Westlands Water District for irrigation purposes via the San Luis Canal.

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JID-1
cont.

James ID has a 35,300 acre-foot Central Valley Project water supply contract, Contract No. 14-06-200-700A-LTR1, and a 9,700 acre-foot contract for adjustment and settlement of certain claimed water rights, Contract No. 14-06-200-700A. Each contract has requirements regarding the quality of water delivered to the James ID.

JID-2

The provisions for the Contract No. 14-06-200-700A-LTR1 state that Reclamation is obligated to maintain the quality of raw water at the “highest level reasonably attainable”. Contract No. 14-06-200-700A provides specific daily, monthly, annual and five-year water quality requirements as measured at a certain point within the Mendota Pool. James ID interprets these provisions to require Reclamation and its agent, the San Luis and Delta-Mendota Water Authority, to meet specific water quality objectives and to undertake its best efforts in operating and maintaining the Mendota Pool to preserve the quality of water conveyed through the Mendota Pool to the James ID delivery point.

JID-3

The proposed action would adversely impact the quality of James ID’s water supply delivered under Contract No. 14-06-200-700A-LTR1 and Contract No. 14-06-200-700A. James ID takes delivery of its water supply through a channel, commonly referred to as the James Bypass, at the southernmost extend of the Mendota Pool. Water pumped into the Mendota Pool under this program flows in a southern direction and away from many of the other CVP contractors taking deliveries from the Mendota Pool. The quality of water that is pumped into the Mendota Pool is substantially inferior to the quality of water delivered through the Delta-Mendota Canal. As a result, the quality of water delivered to James ID is impaired.

James ID is also impacted by waters pumped into the Mendota Pool from pumped sources not covered under the Mendota Pool Group exchange agreements. James ID is not confident that all of these sources have been identified and that their cumulative impacts upon James ID have been analyzed and addressed in the Draft EA.

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JID-4

Please understand that the comments provide by James ID are based on a limited understanding of the proposed action and the agreements underlying the exchange. The James ID welcomes any opportunity to discuss the details of the proposed action with Reclamation staff or the proponents of the proposed action. In addition, James ID requests that Reclamation and the proponents involve James ID in discussions and development of any longer term program beyond this one-year extension.

If you have any questions regarding the above comments, please feel free to contact me by e-mail at sstadler@jamesid.org or by telephone at (559) 693-4356.

Sincerely,

JAMES IRRIGATION DISTRICT



Steven P. Stadler, P.E.
GENERAL MANAGER

Response to James Irrigation District Comment Letter, April 30, 2018

JID-1 James Irrigation District's (JID) comment is a summary of the Proposed Action described in Environmental Assessment (EA)-17-053. The comment does not raise specific issues or concerns related to the environmental analysis presented in EA-17-053. As such, no changes have been made to the EA and no further response is required.

JID-2 The comment states per Contract No. 14-06-200-700A-LTR1, "Reclamation is obligated to maintain the quality of raw water at the highest level reasonably attainable," and, that "Contract No. 14-06-200-700A provides specific daily, monthly, annual and five-year water quality requirements as measured at a certain point within the Mendota Pool." JID asserts that Reclamation has an obligation to maintain raw water quality conveyed through the Mendota Pool to JID's delivery point.

Both Federal Contracts, Contract 14-06-200-700-A, Article 10 and Contract 14-06-200-700-A-LTR-1, Article 16, contain language for "Quality of Water". The United States does not warrant the quality of water delivered to the Contractor. The United States delivers water to the best of its ability following established operating procedures and in accordance with water quality standards specified in subsection 2(b) of the Act of August 26, 1937 (50 Stat. 865), as added by Section 101 of the Act of October 27, 1986 (100 Stat. 3050 or other existing Federal laws.

JID-3 The comment letter contends that implementation of the Proposed Action would result in an exceedance of contractually obligated water quality standards (Contract Nos. 14-06-200-700-A-LTR1 and 14-06-200-700-A) at the James Bypass intake. The comment letter then notes that water quality at the James Bypass intake is likely impacted by pump-ins not regulated by the Proposed Action, and contends that the Draft EA does not adequately identify and address the cumulative water quality impacts from these pump-ins.

As detailed in Section 2.2 of EA-17-053, the Proposed Action includes design constraints and a monitoring program to ensure that Mendota Pool Group (MPG) pump-ins to the Mendota Pool (Pool) and Fresno Slough (Slough) would not result in a substantial degradation of water quality. The design constraints establish water quality standards for exchange pump-ins, and are enforced by the Bureau of Reclamation (Reclamation) and the San Joaquin River Exchange Contractors (Exchange Contractors) Settlement Agreements. One design constraint requires the MPG exchange program to be modified based on the results of the surface water monitoring program to reduce water quality degradation, particularly with respect to salinity or electrical conductivity (EC). As stated in Section 2.2.1 of EA-17-053 "this [design constraint] will ensure that the quality of water supplied to the Mendota Wildlife Area and other users in the southern portion of the Mendota Pool will meet applicable water quality criteria."

Therefore, Reclamation concluded that the Proposed Action would not result in a substantial degradation of surface water supplies.

The analysis of cumulative impacts on surface water quality in the Pool and Slough in EA-17-053 is based on best available data (including, but not limited to, LSCE & KDSA 2017). Based on these data, Section 3.3.2 of EA-17-053 concluded that the Proposed Action would not result in adverse cumulative impacts to surface water quality.

JID-4 JID requests Reclamation and the MPG to involve them in future discussions and coordination on the longer term program. Reclamation and the MPG acknowledge JID's formal request for notification of future updates and actions associated with the MPG pumping program and will include them in applicable discussions.

Appendix B: Cultural Resources Determination

CULTURAL RESOURCES COMPLIANCE
Division of Environmental Affairs
Cultural Resources Branch (MP-153)

MP-153 Tracking Number: 18-SCAO-049

Project Name: One-Year Extension of the Mendota Pool Group Exchange Agreements

NEPA Document: EA-17-35

NEPA Contact: Jennifer Lewis, Natural Resource Specialist

MP 153 Cultural Resources Reviewer: Scott Williams, Archaeologist 

Date: December 19, 2017

Reclamation is proposing to execute a one-year exchange agreements with the Mendota Pool Group (MPG) and Donald J. Peracchi (Peracchi) to extend MPG exchange agreements. This is the type of undertaking that does not have the potential to cause effects to historic properties, should such properties be present, pursuant to the NHPA Section 106 regulations codified at 36 CFR § 800.3(a)(1). Reclamation has no further obligations under NHPA Section 106, pursuant to 36 CFR § 800.3(a)(1).

Reclamation proposes to execute one-year exchange agreements with the MPG to allow MPG to continue to cumulatively pump up to 26,240 acre-feet per year (AFY) of groundwater to the Mendota Pool in exchange for up to 25,000 AFY of central Valley Project water delivered. Reclamation would then reduce CVP deliveries to the Mendota Pool by the quantity exchanged and make an equivalent amount of CVP water (up to 25,000 AFY) available via the San Luis Canal to be delivered to the MPG lands in Westlands for irrigation purposes. This undertaking does not include any construction.

This document is intended to convey the completion of the NHPA Section 106 process for this undertaking. This action would not have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by Reclamation (LND 02-01) (43 CFR 46.215 (g)). Please retain a copy in the administrative record for this action. Should changes be made to this project, additional NHPA Section 106 review, possibly including consultation with the State Historic Preservation Officer, may be necessary. Thank you for providing the opportunity to comment.