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24 **BEFORE THE**
 25 **CALIFORNIA STATE WATER RESOURCES CONTROL BOARD**

26 HEARING IN THE MATTER OF
 27 CALIFORNIA DEPARTMENT OF WATER
 28 RESOURCES AND UNITED STATES
 BUREAU OF RECLAMATION
 REQUEST FOR A CHANGE IN POINT OF
 DIVERSION FOR CALIFORNIA WATER FIX

**WRITTEN TESTIMONY OF
 THOMAS STOKELY TO
 WESTLANDS WATER DISTRICT’S PART 2
 CASE IN CHIEF
 (Part 2 Rebuttal)**

1 My name is Thomas Stokely. I am presenting this testimony on behalf of LAND, PCFFA
2 and IFR in this evidentiary hearing before the State Water Resources Control Board (State
3 Water Board) concerning a joint petition filed by the California Department of Water Resources
4 (DWR) and the U.S. Bureau of Reclamation (USBR) to add three new points of diversion
5 and/or rediversion to specified water right permits for the State Water Project (SWP) and the
6 Central Valley Project (CVP) associated with the California WaterFix Project. I have previously
7 testified in this matter. My statement of qualifications is provided in Exhibit PCFFA-88, as
8 modified by my testimony on March 27, 2018. (March 27, 2018 Hearing Transcript, page 32,
9 lines 3 to 8.). My PowerPoint for this testimony is LAND-291.

10 This testimony rebuts information provided and testimony presented by Jose Gutierrez
11 of Westlands Water District (Westlands) on the status of its water contracts and deliveries,
12 including Mr. Gutierrez' assertions that area of origin has not been used to give priority to CVP
13 water contractors. (WWD-15 and WWD-17.) As explained in more detail below:

- 14 1. Westlands' claim of entitlement to irrigate 600,000 acres with 1.4 million acre feet (MAF)
15 of CVP water per year is refuted by the public record. This claim far exceeds the limit of
16 Congress' specific authorization for the San Luis Unit. The San Luis Act of 1960 (Public
17 Law (PL) 86-488) (LAND-230) restricted water exports from the CVP to serve only
18 500,000 acres for the entire San Luis Unit, and only about 400,000 acres for Westlands.
- 19 2. Westlands' claim to a contractual entitlement to CVP water of 1,150,000 acre feet per
20 year (AFA) is incorrect. Westlands' claim is based on an expired 1963 water contract
21 with the USBR. Westlands also relies upon an expired provision in the Barcellos
22 Judgment that far exceeds what federal law permits. Westlands is only operating under
23 two-year interim water service contracts that the Ninth Circuit Court of Appeals has
24 ruled have no right to renewal and are subject to mandatory consideration of reduced
25 water deliveries under the National Environmental Policy Act (NEPA).
- 26 3. Mr. Gutierrez' assertion that area of origin principles have not been applied by USBR,
27 the State Water Board and the courts to CVP contracts and other policies is incorrect.

1 **1. Westlands’ claim of 600,000 acres to be served with 1.4 MAF of water is**
2 **refuted by the public record including PL 86-488, Congress’ specific authorization for**
3 **the San Luis Unit. (LAND-230.)** According to Mr. Gutierrez:

4 Westlands Water District is a California water district with its service area in
5 western Fresno and Kings counties encompassing over 600,000 acres with the
6 historical demand for water or about 1.4 million acre feet per year primarily for
irrigation.

7 (WWD-15, p. 2 lines 14–16.) ~~The San Luis Act limited water exports to serve only 500,000~~
8 ~~acres for the entire San Luis Unit.~~ According to the 1955 House and Senate Committee
9 Reports for the Trinity River Act of 1955, PL 84-386 (CSPA-351), the amount of water
10 allocated for the San Luis Unit under the Trinity River Act of 1955 (PL 84-386) (CSPA-350) is
11 only 525,000 AFA, a quantity sufficient to irrigate less than half that acreage.

12 ~~Federal law is very clear that the San Luis Unit was to include only 500,000 acres for all~~
13 ~~four water districts, as I explain below. The San Luis Act governs the construction, operations~~
14 ~~and maintenance of the San Luis Unit and designates specific diversion points. The new~~
15 ~~diversion points requested by USBR and WWD to accommodate the California WaterFix are~~
16 ~~not authorized by any federal statute.~~ Westlands’ claim of entitlement to irrigate 600,000 acres
17 ~~thus conflicts with Congress’ intent that CVP deliveries be limited to no more than 525,000~~
18 ~~AFA to be delivered to at most 500,000 acres for the San Luis Unit. Excess acreage that is~~
19 ~~irrigated within the San Luis Unit violates federal law.~~ It also deprives upstream users of
20 critically needed water, degrading water quality and reducing flows essential to the health of
21 the ecosystems supported by this water, including the Delta Estuary, and Trinity, Sacramento
22 and San Joaquin rivers.

23 ~~The San Luis Act limited water deliveries to serve only about 500,000 acres in the entire~~
24 ~~San Luis Unit service area, including approximately 400,000 acres for Westlands. The San~~
25 ~~Luis Act of 1960, Public Law 86-488 states that “approximately 500,000 acres” would be~~
26 ~~served federal irrigation water in the San Luis Unit of the CVP:~~

27
28

1 ~~Be it enacted by the Senate and House of Representatives of the United State of~~
2 ~~America in Congress assembles That (a) for the principal purpose of furnishing~~
3 ~~water for the irrigation of approximately five hundred thousand acres of land in~~
4 ~~Merced, Fresno, and Kings Counties, California, hereinafter referred to as the~~
5 ~~Federal San Luis unit service area . . .~~

6 ~~(LAND-230, p. 1.) The San Luis Unit also includes three other water districts—Panoche,~~
7 ~~Pacheco and San Luis, comprising approximately 100,000 acres. Congress only authorized~~
8 ~~irrigation of approximately 400,000 acres within Westlands, not 600,000 acres as Westlands~~
9 ~~claims. (LAND-296.)~~

10 The San Luis Unit Feasibility Study map (LAND-297; see also LAND-302 [Central
11 Valley Project, San Luis Unit (1956) A Report on the Feasibility of Water Supply
12 Development]) shows irrigation of approximately 400,000 aces within Westlands. This is also
13 confirmed on page 51 of the Report of the San Luis Drainage Task Force (LAND-296) which
14 indicates that the 496,000 acres within the San Luis service area includes roughly 400,000
15 acres in Westlands. The map in LAND-299 shows Westlands' current district boundary
16 overlaid onto the Congressionally authorized CVP Service area found in the 1956 San Luis
17 Unit, Central Valley Project, "A Report on the Feasibility of Water Supply Development"
18 service area map (LAND-297). As one can see, Westlands exceeds the Congressionally
19 authorized boundaries and the request for water supply deliveries to these unauthorized areas
20 violates the acreage and volume restrictions imposed by existing federal law.

21 Before ~~Congress imposed the 500,000-acre limit in~~ 1960, Congress had already found,
22 as documented in the Committee Reports, that 525,000 acre-feet of water per year was the
23 "ultimate need" of the San Luis Unit for CVP water:

24 The Trinity River division would be integrated physically with the, Central Valley
25 project and operation would be coordinated with that of other features of the
26 Central Valley project. Under the plan of development and operation an average
27 of 704,000 acre-feet of Trinity River water would be diverted annually to the
28 Sacramento River Basin. This amount, when coordinated with the operation of
the Central Valley project system would provide about 1,190,000 acre-feet of
water for additional use in the Central Valley. Of this 1,190,000 acre-feet, about
665,000 acre-feet would be used annually, under the plan, to meet the ultimate
needs of the Sacramento canals service area, comprising about 200,000 acres,
and about 525,000 acre feet annually would be available for use on lands of the
west side of the San Joaquin Valley.

1 (CSPA-351, p. 909.)

2 Thus, Westlands' claims of entitlement to irrigate 600,000 acres with 1.4 MAF of water
3 detailed above ~~are contrary to law. Additionally, its entitlement~~ should be further reduced by
4 the acreage that Westlands has permanently or temporarily retired due to soil salinization,
5 internal water transfers, conversion to other uses such as solar, drainage settlements such as
6 Sagouspe and Britz/Sumner Peck and other factors. Westlands fallowed 140,477 acres as
7 recently as 2017 when there was 100% CVP contract delivery, significantly more than past
8 years when there was 100% CVP allocation. (LAND-298, p. 9.) Westlands' 2016 "Solar
9 Development Map" also shows substantial acreage committed to municipal and industrial non-
10 irrigation purposes. (LAND-293.) During cross examination, Mr. Gutierrez said that
11 Westlands' irrigable acreage is 465,000 acres, which is the latest USFWS consultation for
12 Westlands' interim contract renewal (LAND-298, p. 9) showing 140,477 acres fallowed in 2017
13 during 100% contract allocation. (Hearing Transcript, March 12, 2018, p. 243, lines 16–18.)
14 Clearly, Westlands' claim to water supplies based on 600,000 acres of land is not authorized
15 by Congress.

16 According to Mr. Gutierrez, "Reclamation makes allocation decisions based on the
17 terms of the CVP contracts and other policies." (WWD-15, p. 3.) By "other policies" one would
18 assume Mr. Gutierrez includes federal laws and specifically, federal reclamation law and the
19 federal Endangered Species Act along with the Central Valley Project Improvement Act.

20 One such contract policy and federal law is compliance with the Biological Opinion on
21 Implementation of the CVPIA and Continued Operation and Maintenance of the CVP
22 (Reference 1-1-98-F-0124) November 21, 2000. (LAND-301.) This biological opinion put
23 conditions on Reclamation's water allocation to Westlands Water District and other CVP
24 contractors. (LAND-301, pp. 2-62 to 2-65 [Comprehensive Mapping].) ~~Further, it requires~~
25 ~~compliance with specified reasonable and prudent alternatives.~~ In the USFWS' most recent
26 biological assessment for Westlands' Interim Contract (LAND-298, 2017 BA), the USFWS
27 found the required mapping essential to determining the impacts on endangered species
28 covered by the water supply export and contract was deficient, and the map from USBR and

1 Westlands failed to provide the required land use changes: “No land use change analysis was
 2 provided for this consultation.” (LAND-298, p. 9.) With respect to the map from the USBR
 3 2017 Biological Assessment (LAND-298, p. 10), FWS noted that the map was illegible and
 4 unintelligible:

5 ***Land Use Effects***

6 In the CVPIA Programmatic biological opinion (CVPIA BiOp) dated November
 7 2000 (Service File 98-F-0124), Reclamation and the Service committed to
 8 develop a Comprehensive Mapping Program (CVPHMP) (as described on pages
 9 2-62 and 2-63 of the CVPIA BiOp), to identify remaining natural habitats and
 10 cropping patterns within the State-permitted CVP Place of Use (POU), and
 11 identify any changes within those habitats that have occurred from 1993 to 1999,
 12 and then every 5 years thereafter. . . .

13 [¶] In support of this conclusion, the BA provided **Figure 2** (USBR 2017). No
 14 land use change analysis was provided for this consultation.

15 We note that the WWD annual crop reports (which do record acreages of
 16 fallowed lands by year within the district) have documented a significant drop in
 17 fallowed acreage in 2017, compared with the past four years. The fallowed area
 18 in WWD in 2017 was 140,477 acres, in 2016 was 175,901 acres, in 2015 was
 19 212,846 acres, and in 2014 was 206,915 acres (see <http://wwd.ca.gov/news-and-reports/crop-acreage-reports/>). We are unable to determine where the
 20 fallowed lands are within WWD with the data provided in the BA (**Figure 2**).

21 ~~(LAND-298, pp. 8–9.) Provision of inadequate mapping of land uses fails to meet the
 22 requirements of the 2000 Biological Opinion.~~

23 **2. Mr. Gutierrez’s claim that Westlands has a contractual entitlement to CVP
 24 water of 1,150,000 acre feet per year is incorrect. (WWD-15, p. 4.)** Westlands is relying
 25 upon an expired provision in the *Barcellos* Judgment to claim more water and acreage than
 26 federal law allows. Westlands is only operating under two-year interim water service contracts
 27 that the Ninth Circuit Court of Appeals ruled must include NEPA analysis of reduced water
 28 deliveries and are not guaranteed renewal. (PCFFA-18; *Pacific Coast Federation of
 Fishermen’s Associations v. U.S. Department of Interior*, 655 Fed.Appx. 595 (9th Cir. 2016).)

Westlands is misusing an expired 1963 water contract with USBR in an attempt to
 justify its future claims for allocations of water. In making this claim, Westlands is relying on an
 expired long term contract and an expired stipulated judgment that provided additional

1 amounts of water beyond its original 1963 contract only until 2007. (WWD-4.) After 2007,
2 Westlands' water contract supplies are based solely on its interim contracts, which are limited
3 to a maximum duration of two years and confer no right of renewal. In 2016, PCFFA
4 successfully challenged and defeated Westlands' claim that interim contracts carry forward
5 automatically. (PCFFA-18.) ~~The Ninth Circuit Court of Appeals ruled that Westlands was not
6 entitled to automatic renewal of its interim contracts and therefore USBR's "No Action
7 Alternative" in the contract renewals—which presumed renewal—did not comply with NEPA:~~

8 ~~The EA's "no action" alternative, which assumed continued interim contract
9 renewal, did not comply with NEPA. A "no action" alternative may be defined as
10 no change from a current management direction or historical practice. 43 C.F.R.
11 § 46.30. But a "no action" alternative is "meaningless" if it assumes the existence
12 of the very plan being proposed. *Friends of Yosemite Valley v. Kempthorne*, 520
13 F.3d 1024, 1038 (9th Cir. 2008). Rather, the "no action alternative looks at effects
14 of not approving the action under consideration." 43 C.F.R. § 46.30. Here, the
15 action under consideration was the renewal of the water delivery contracts. See
16 *Pit River Tribe v. U.S. Forest Serv.*, 469 F.3d 768, 784 (9th Cir. 2006) (holding
17 that extensions of Bureau of Land Management leases permitting production of
18 geothermal energy did not preserve the status quo where the extensions were
19 not mandatory).~~

16 ~~(PCFFA-18, pp. 3–4.)~~

17 ~~Furthermore, the Ninth Circuit went on to state:~~

18 ~~[W]e do not agree with the district court that the Central Valley Project
19 Improvement Act ("CVPIA"), a part of the Reclamation Projects Authorization and
20 Adjustment Act of 1992, required Reclamation to enter into the interim contracts.~~

21 ~~We also reject Reclamation's argument that the contracts themselves mandated
22 renewal. NEPA imposes obligations on agencies considering major federal
23 actions that may affect the environment. An agency may not evade these
24 obligations by contracting around them.~~

23 ~~(PCFFA-18, pp. 4–5.)~~

24 ~~The Ninth Circuit Opinion (PCFFA-18) established a framework for NEPA analysis that
25 will likely lead to further reductions in water exports to Westlands due to environmental
26 concerns and Westlands' retirement of more lands nearly every year. Westlands' claimed right
27 to renewal of its interim contracts at existing contract amounts is thus demonstrably wrong.~~

1 The *Barcellos* Judgment referenced in WWD-15 (p. 4, line 22) has not been in effect for
2 more than a decade. It expired on December 31, 2007:

3
4 2. Termination of Stipulated Agreement and Duration of Judgment.

5 The Stipulated Agreement identified in Paragraph 1.29 (b) above shall terminate
6 at the end of the month in which this Judgment is entered. This Judgment shall
7 govern the rights and duties of all parties for its term commencing the first day of
the month following entry of this Judgment and terminating December 31, 2007,
except as otherwise provided in Paragraph 13.3(c) below and Exhibit K of this
Judgment.

8 (LAND-300, p. 10, lines 1–9.) Westlands’ interim water contract also includes language noting
9 the expiration of the *Barcellos* Judgment on December 31, 2007. (WWD-4, p. 3, line 28; see
10 also LAND-295.) Contrary to Westlands’ misleading testimony, the *Barcellos* Judgment cannot
11 be used to justify Westlands’ current CVP water contract amounts and irrigated acreage
12 because the stipulated rights or duties expired long ago. And, a long-expired stipulated
13 judgment cannot possibly amend an Act of Congress. To remove any doubt, the stipulated
14 agreement expressly limited any contrary claim by Westlands: “Neither this Judgment nor the
15 Stipulation for Compromise Settlement is a contract or an amendment to a contract with the
16 United States as described in Section 203(a) of the 1982 Act.” (LAND-300, p. 56.)

17 ~~Pursuant to the Court of Appeal’s decision on D-1641, *State Water Resources Control*~~
18 ~~*Board Cases* (2005) 136 Cal.App.4th 674, Westlands also has no right to delivery of any~~
19 ~~particular percentage of its water contract with USBR:~~

- 20 • ~~“Westlands must show that it has a *right* under its contract with the Bureau to the~~
21 ~~greater amount of water and that the redirection of CVP water to fish and wildlife~~
22 ~~will interfere with that right. Westlands has not made that showing.” (LAND-292,~~
23 ~~p. 69 [*State Water Resources Control Board Cases* (2005) 136 Cal.App.4th 674,~~
24 ~~805].)~~
- 24 • ~~“Because Westlands has no right to CVP water that Congress directed the~~
25 ~~Bureau to put to other uses in the Central Valley Project Improvement Act,~~
26 ~~changes in the Bureau’s permits that will allow the Bureau to comply with the~~
27 ~~Central Valley Project Improvement Act will not interfere with Westlands’s rights,~~
28 ~~and therefore the changes will not operate to the injury of Westlands as a legal~~
user of CVP water within the meaning of section 1702.” (LAND-292, p. 70 [*State*
Water Resources Control Board Cases (2005) 136 Cal.App.4th 674, 806, fn.
54].)

1 Furthermore, the Court of Appeal established that the State Water Board is under no
2 obligation to add landowners outside of the authorized place of use in the Bureau's CVP water
3 permits to the authorized place of use:

4 It is certainly true that by virtue of [Water Code] section 37826, the landholders in
5 West Plains became entitled to the benefits of the 1963 water service contract
6 between Westlands and the Bureau. But that contract was itself subject to the
7 terms of the Bureau's permits, including the place of use authorized in those
8 permits. To the extent the landholders in West Plains were already within the
9 place of use authorized in the Bureau's CVP permits, section 37826 made those
10 landholders eligible to receive CVP water because all that remained for them to
11 achieve that eligibility was a contract with the Bureau. Landholders like the
12 Anderson parties, however, needed two things to be eligible to receive CVP
13 water: they needed a contract with the Bureau, and they needed their lands to
14 be added to the authorized place of use in the Bureau's permits. Section 37826
15 accomplished the former, but not the latter. Nothing in that statute purports to
16 make any change in the Bureau's permits to appropriate water for the CVP or
17 purports to impose on the Water Rights Board a ministerial duty to make such a
18 change.

13 (~~LAND-292, p. 80 [State Water Resources Control Board Cases (2005) 136 Cal.App.4th 674,~~
14 ~~824].)~~

15 **3. Mr. Gutierrez incorrectly asserts that area of origin principles have not**
16 **been applied by USBR, the State Water Board and the courts to CVP contracts and**
17 **other policies.** According to Mr. Gutierrez: "It is my understanding that Reclamation, the
18 Water Board, and courts have consistently declined to give priority to contractors based on
19 "area of origin" principles." (WWD-15, p. 3, lines 15–23.)

20 There was significant cross examination of Mr. Gutierrez regarding CVP water contracts
21 that do have area of origin principles applied to them, contrary to his written testimony.
22 (Hearing Transcript, March 9, 2018, pp. 223–231; March 12, 2018, pp. 53–54, 61–62.)

23 In my Part 2 testimony for PCFFA, I explained the priority of in-basin uses for Trinity
24 River water. (PCFFA-87.)

25 As explained in my Part 2 testimony for CSPA, the USBR's water permits for the Trinity
26 River Division of the CVP were issued in conjunction with expansion of the CVP place of use in
27 the San Luis Unit, including much of Westlands. (CSPA- 220, p. 3, lines 13–19, CSPA-354,
28 CSPA-355 and CSPA-356.) USBR's Trinity River permits all contain identical conditions

1 regarding application of Section 10505 of the Water Code and a condition to release water for
2 Humboldt County and sufficient flows for the preservation and propagation of fish and wildlife
3 and other downstream uses as required pursuant to federal law. (PCFFA-90, p. 19.) (Also
4 see SWRCB-15, p. 166, conditions 9 and 10; SWRCB-16, p. 167–168, conditions 16 and 17;
5 SWRCB-17, PDF p. 41, conditions 9 and 10; SWRCB-18, p. 147, conditions 9 and 10;
6 SWRCB-19, p. 151, conditions 9 and 10.) For instance,

7 Condition 9 from SWRCB-15 (p. 166) states:

8 Permittee shall release sufficient water from Trinity and/or Lewiston Reservoirs
9 into the Trinity River so that not less than an annual quantity of 50,000 acre-feet
10 will be available for the beneficial use of Humboldt County and other downstream
11 users.

12 Condition 10 from SWRCB-15 (p. 166) states:

13 This permit shall be subject to the prior rights of the county in which the water
14 sought to be appropriated originates to use such water as may be necessary for
15 the development of the county, as provided in Section 10505 of the water Code
16 of California.

17 Furthermore, Westlands' own manager in 1954, Jack W. Rodner, when talking about
18 the proposed Trinity River Division, stated the following about areas of origin in a March 25,
19 1954 *Trinity Journal* article:

20 As desperate as our needs are for the west San Joaquin Valley, we do not want
21 to take a drop of water from the Trinity River until all the water that can be
22 beneficially used in the Trinity and Sacramento areas is definitely reserved for
23 them

24 (LAND-294.)

25 USBR's Record of Decision for the "Long Term Plan to Protect Adult Salmon in the
26 Lower Klamath River calls for increased releases from Trinity and Lewiston dams during
27 periods of drought and poor water conditions from, in part, the conditions and limitations on
28 export required by federal law to preserve and propagate Trinity River basin fish and wildlife.
The first proviso of the 1955 Act in Section 2 (PCFFA-89, p. 2) qualifies the integration of the
TRD into the CVP with a direction to the Secretary to determine needed releases from the
TRD to the Trinity River for the preservation and propagation of Trinity River basin fish and

1 wildlife, subject to a statutory minimum release, and Proviso 2 that requires 50,000 acre-feet of
2 water for Humboldt County. (PCFFA-112 and PCFFA-106.) The following limitations on the
3 integration of the Trinity Division with the CVP apply:

4
5 In the Final EIS, the primary statutory authority for the proposed action was
6 identified as Section 2 of the 1955 Act which provides for specific limitations on
7 the integration of the Trinity River Division with the rest of the Central Valley
8 Project (CVP) and gives precedence to in-basin needs including that “the
9 Secretary is authorized and directed to adopt appropriate measures to insure the
10 preservation and propagation of fish and wildlife” (Proviso 1) and that “not less
11 than 50,000 acre-feet shall be released annually from the Trinity Reservoir and
12 made available to Humboldt County and downstream users” (Proviso 2). For the
13 actions implemented in 2012, 2013, and 2014, Reclamation identified Proviso 1
14 as the primary authority for flow releases. On October 1, 2014, the U.S. District
15 Court for the Eastern District of California ruled that Proviso 1 did not provide
16 authority for releases made in 2012, 2013, and 2014. Reclamation identified both
17 Proviso 1 and 2 as the primary authority for the flow releases in 2015 and 2016.
18 On February 21, 2017, the Ninth Circuit Court of Appeals reversed the District
19 Court’s order regarding Proviso 1, holding that Proviso 1 provided authority for
20 the flow releases. Additional discussion of both Proviso 1 and 2 are included in
21 the Statutory Appendix to the EIS.

22 (PCFFA-106, p. 2, fn. 1.) Mr. Gutierrez’ testimony that in allocating water supplies to the CVP
23 USBR need not comply with area of origin requirements is therefore incorrect. Further, CVP
24 operations, along with allocations of water from the CVP, are also conditioned on meeting
25 specified federal laws and limitations in accordance with State law, including the Area of Origin
26 protections. (LAND-303, p. 1; see also LAND-304 [*California v. U.S.* (1978) 438 U.S. 645].)

27 **Conclusion**

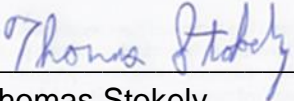
28 In summary, Westlands’ claimed irrigated acreage of 600,000 acres exceeds the
Congressional authorization of about 400,000 acres by 50 percent, leading to its inflated and
unlawful claim for 1.4 MAF of water per year. Westlands’ claimed water need is further refuted
by the ongoing reductions in its irrigated acreage due to land retirement, soil salinization and
conversion to non-agricultural land uses. ~~Westlands’ CVP interim water contract renewals with
USBR are not guaranteed at full amounts or even at all. Under the Court of Appeal ruling in
State Water Resources Control Board Cases, reductions in Westlands’ water supply as a
result of fish and wildlife protection, contract terms and area of origin protections in USBR’s~~

1 ~~state water permits are not a legally cognizable impact to Westlands or SLDMWA members as~~
2 ~~they are not "legal users of water" as defined by section 1702 of the Water Code. Westlands~~
3 cannot rely on an expired long term water contract, the expired *Barcellos* Judgment or an
4 assumption of automatic interim CVP contract renewal at current contract amounts to justify
5 continued excessive deliveries of CVP water. Mr. Gutierrez' statement about area of origin
6 protections not being applicable to the CVP is also inconsistent with USBR's obligations under
7 state water permits and federal law.

8

9 Executed on the 13th day of July, 2018, at Mount Shasta, California.

10



Thomas Stokely

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