

23443 S. Hays Road
Manteca, CA 95337
July 31, 1999

Lester Snow, Executive Director
CALFED Bay-Delta Program
1416 9th Street, Suite 1155
Sacramento, CA 95814

Dear Lester:

Thank you for your July 23 response to our June 3 letter in which we raised what we believe to be very serious concerns about CALFED's water management plan for the South Delta. The concerns addressed ~~both process and substance~~. We won't reiterate those concerns in this letter. However, we apparently have not previously made it clear why we give little credence to assertions that a decision on the Grant Line Canal barrier is merely being postponed, with the implication that this postponement should not be a serious threat to the South Delta's in-channel water supply.

We refer you to your May 15 documentation of the May 13 Policy Group decision on this issue. Item 17 states that reconsideration of a Grantline barrier would only occur after the system was operated and evaluated without the barrier. It further indicates that a decision to reconsider would have to be made by USFWS, NMFS, DFG, DWR, and USBR. The decision is also stated to be based on whether the detriment to the South Delta was appropriately balanced with alleged benefits to fishery while continuing full export deliveries. That is, it would not be based on whether South Delta agriculture is protected from impacts of that export pumping. Even if a decision to provide a Grantline barrier were made, it is stipulated that there would, at that time, have to be a new EIS/EIR with all the pitfalls and delays that implies. The draft Implementation Schedule suggests that a Grantline barrier might not even be considered before 2012. We believe that any significant interim period could devastate South Delta's agriculture.

There is no justice in an attitude that fishery must be protected with no risk to exports, but that the need to assure mitigation of the impacts of those exports on the South Delta's water supply can be postponed or disregarded.

Your statement that USBR did not sign the 1991 agreement is incorrect. USBR did sign it. That agreement stipulated an intent to sign a previously drafted contract as soon as each signator obtained the necessary authority. This necessary authority included a very successful authorizing election by SDWA's electorate, and state clearance for DWR's signature. It was at least six years before USBR even suggested to their washington office that it might be appropriate to sign. They