

October 17, 2018

Mr. Brent Rhees
Bureau of Reclamation
Upper Colorado Regional Office
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Re: Environmental Assessment for Green River Block Water Exchange Contract

Dear Mr. Rhees:

On behalf of the Utah Rivers Council ('URC') I respectfully submit the following comments in response to the Bureau of Reclamation's ('BOR') Environmental Assessment ('EA') for the Green River Block water exchange contract with the State of Utah ('State').

The BOR and the State are currently negotiating two separate contracts for the Green River Block ('GRB') and the Lake Powell Pipeline Block ('LPPB'), yet the EA states that the GRB is specifically related to the proposed Lake Powell Pipeline ('LPP'), sponsored by the Utah Board of Water Resources ('BWRe'). The proposed LPP is currently in the NEPA process with the Federal Energy Regulatory Commission ('FERC') and it appears the GRB contract would be followed by BOR's consideration of the LPPB contract with the State for the LPP water right.

Founded in 1995, the Utah Rivers Council ('URC') is a non-profit 501(c)(3) grassroots community-based organization that advocates for sound water policy and protection and conservation of Utah's rivers, streams, and clean water sources for today's citizens, future generations, and wildlife. The URC and our members are seriously concerned with the impacts water diversions and pipelines have on Utah's aquatic ecosystems as well as the fiscal impacts unnecessary water spending has on taxpayers.

The URC has a long history working to protect the Green and Colorado Rivers and their tributaries and we believe the proposed contract affects numerous stakeholders including the thousands of members of our organization, and many URC members in eastern Utah. These members are taxpayers, ratepayers, conservationists, fishermen, outfitters, guides and other recreationists and business leaders who have a vested interest in sustainable water management, fiscally conservative water spending, and the continued existence of aquatic ecosystems. Our experience in drafting and implementing statewide water policy, analyzing municipal water use data, studying water project economics, initiating water conservation programs and our ability to provide expertise on sustainable water policy have made our organization a leader in the conservation community in Utah.

After carefully studying the LPP for the last eight years our organization continues to have major concerns about the purpose and need for the LPP as well as the socioeconomic

impacts the Pipeline will have on southwest Utah and the Lower Colorado River Basin. Additionally, our organization is seriously concerned with the impacts the LPP will have upon the fragile desert ecosystems in the region and imperiled species.

Moreover, the proposed GRB contract appears to be undertaken to advance the controversial LPP, not as a necessary aspect of the BOR's operations. We believe that the proposed GRB contract should not be approved for the purpose of accommodating the LPP, when the project has not yet been approved, and in fact such approval may take many years, if it happens.

The EA makes it abundantly clear that the proposed GRB contract has no purpose and need. Also concerning is that the BOR is treating the GRB contract as distinct and separate from the LPPB contract, but we fail to see how they are separate. The NEPA process is essentially being segmented by BOR through the initiation of separate NEPA processes for this proposed Green River Block exchange contract and for the proposed Lake Powell Pipeline Block exchange contract in Washington County. This creates the appearance that the GRB exchange contract is being advanced to avoid cumulative impact analysis for the LPP Block and LPP NEPA process under FERC. Since BOR has agreed to be a cooperating agency on the environmental analysis for the LPP with FERC, the cumulative impacts of the proposed GRB exchange contract and the proposed LPPB exchange contract should be considered together by BOR and FERC as part of the LPP NEPA process.

Our comments concern four general points:

1) The EA ignores agency-documented risks from expected water supply shortage declarations and contains major inconsistencies between available water supplies in the Colorado River Basin and the water rights that Utah Division of Water Resources ('DWRe') holds on paper for the Lake Powell Pipeline and for the Green River Block.

In the Green River Block EA, the BOR essentially pretends that we are living 50 years ago and that the Green and Colorado Rivers are a secure water source. This kind of wishful behavior is expected from the DWRe as the agency regularly ignores reality and tells federal and state decision-makers that Utah's Colorado River allocation is secure. According to a presentation by the DWRe to the Executive Water Finance Board on September 19, 2018, the state is guaranteed 1.4 million acre-feet ('MAF') of average annual reliable supply. This claim is misleading because the Colorado River Compact does not guarantee Utah 1.4 MAF of water from the Colorado River, it guarantees Utah a share or percentage of the water left for the Upper Basin States after water deliveries to the Lower Basin states and Mexico are provided.

Utah's share of the Upper Colorado River Basin's water is 23%, with Colorado receiving 51.75%, New Mexico receiving 11.25% and Wyoming receiving 14%. The DWRe incorrectly assumes the Colorado River's average annual flow is 15 MAF. According to the USGS, the agency that measures the river's flows, the river's average annual volume is 12.4 MAF, not 15 MAF.¹ That means the Upper Basin is left with approximately 3.4 MAF and

Utah's share would be approximately 800,000 acre feet or a little more than half as much water as the Division regularly claims to Utah Legislators.

According to the Utah Division of Water Rights ('DWRi'), Utah depletes approximately 1,007,500 acre-feet per year through existing diversions, primarily via the Central Utah Project that provides water to Utah's Wasatch Front. Utah has apparently over allocated it's share of Colorado River water and therefore Utah's water rights that are part of the Green River Block that aren't currently being put to use should be extinguished by the BOR.

The State of Utah is also currently working to settle significant federal water rights claims with two Native American tribes, the Northern Ute Tribe and Navajo Tribe and negotiations with these tribes are ongoing. Considering that the Ute Tribe is entitled to 105,000 acre feet per year, the BOR should wait to approve the proposed GRB contract until the proposed compact between Utah and the Ute Tribe has been ratified. Additionally, the Navajo Water Rights Settlement Act, sponsored by Senator Hatch, is currently working its way through Congress and the BOR should wait to see what happens with the bill before approving a major depletion of the river system via the GRB contract, since the two Tribes could theoretically deplete almost 200,000 acre feet per year from the Green and Colorado Rivers.

Moreover, even if we take the DWRe's 15 MAF claim at face value, the BOR is still ignoring the significant reductions in Green and Colorado River flows that are expected to occur as a function of climate change and warmer air temperatures. The BOR's EA for the GRB contract does not consider the impacts on the river as a function of climate change and warmer air temperatures. We find this baffling because the BOR is effectively ignoring its own stark projections contained within the Bureau's 2012 *Colorado River Basin Water Supply and Demand Study* as well as projections by Udall and Overpeck in their 2016 study titled *The twenty-first century Colorado River hot drought and implications for the future*. According to Udall and Overpeck, the Colorado River's flow will likely decrease by 20-30% by mid-century.

In stark contrast to the head-in-the-sand behavior of the Division, who is proposing a new \$4 billion diversion of the river at Lake Powell, other water suppliers on the Colorado River are paying close attention to climate change projections and working hard to prepare their cities and states for a future where there is less water to go around in the Colorado River Basin. Using the long-term projections from the Bureau's 2012 *Colorado River Basin Water Supply and Demand Study*, the Southern Nevada Water Authority's ('SNWA') planning documents show they are expecting a 3.2 MAF per year deficit in Colorado River supply and demand by the year 2060.ⁱⁱ According to the SNWA's 2015 *Water Resources Plan*, the agency expects a wide range of impacts to follow including extended durations of low Lake Mead elevations and possible reductions in Colorado River resources.ⁱⁱⁱ

LAKE MEAD WATER LEVEL	NEVADA SHORTAGE	ARIZONA SHORTAGE
1,075 - 1,050 FT.	13,000 AFY	320,000 AFY
1,050 - 1,025 FT.	17,000 AFY	400,000 AFY
BELOW 1,025 FT.	20,000 AFY	480,000 AFY
	RECONSULTATION	

FIGURE 2.2 Interim Guidelines Shortage

Moreover, the BOR’s most recent modeling released in August of 2018 indicates there is a 90% chance the Colorado River at Lake Mead will fall below 1,075 feet in elevation by December 2019, which will trigger a Tier 1 shortage. This shortage declaration will directly impact the SNWA as well as water suppliers in Arizona.^{iv} The above table from the SNWA’s plan shows the quantity of those shortages based on Lake Mead water elevations.

When the risks associated with Colorado River supply are not considered by the BOR it misinforms the discussion about whether the GRB contract and the LPPB contract will negatively impact the Green and Colorado Rivers and downstream water users. Surely BOR staff wouldn’t be this reckless if one of their personal investments were this risky. Imagine if a contractor building your new house told you there is a 90% chance of the house collapsing by 2060, would you still pay them hundreds of thousands of dollars to build it regardless?

A more sincere effort by the BOR would have explained the reality that Utah may not have water for the GR Block and the LPP Block in the future after spending billions of dollars in taxpayer money on new infrastructure and indebting Utahns for several generations. Instead, the BOR painted a rosy picture of Colorado River water supply in the EA to advance Utah’s ill-advised Lake Powell Pipeline proposal, which will initiate billions in new spending for the Pipeline. Is the BOR aware of its obligations to comply with federal laws like NEPA and of it’s responsibly to manage the Colorado River responsibly for water users other than the State of Utah?

The arbitrary separation of the LPP Block and Green River Block exchange contacts appears to be a clever trick by Utah to sneak water away from Lower Colorado River Basin states. A combined depletion of 158,890 acre-feet per year will have significant impacts on the Colorado River water supply as a whole. That the BOR would ignore these impacts while facilitating a massive new depletion of the river system in the face of a pending shortage declaration, is astonishing. The BOR can’t simply divide up the Colorado River watershed and say that the GRB and LPPB contracts have no relation to the forthcoming level 1 and 2 shortage declaration and this is a glaring omission of the EA.

We question why BOR is so eager to acquiesce to Utah’s demands for an enormously controversial Pipeline, which has a flawed purpose and need and has not yet been approved by the federal government. The BOR has an obligation to the citizens of the United States, which includes 35 million residents across the Colorado River Basin who are very concerned about new proposed upstream diversions like the Lake Powell Pipeline. At

the very least, the BOR should conduct a full Environmental Impact Statement for the Green River Block exchange contract. Preferably, the BOR would reject the GRB exchange contract altogether.

II) The stated purpose and need for the proposed Green River Block exchange contract is flawed.

According to the EA the purpose and need for the GRB exchange contract is to facilitate a massive depletion of the Green River:

The purpose of the Exchange Contract is to facilitate a water exchange of 72,641 AF of depletions annually under the 1996 Assignment, which was previously included as part of a CRSP participating project water right. This contract is needed to resolve a long-standing disagreement between Reclamation and the State regarding use of the water right assigned in 1996.^v

This is like saying that the purpose and need of buying a new car is to have a car. A real and compelling purpose and need would be buying a new car because you need a method of transportation to get to work and there is no other viable method of transportation. A true purpose and need for a 72,641 acre foot depletion of the river would demonstrate the water is actually needed by some stakeholder, like a city that is on the verge of running out of water. Not only is the 72,641 acre feet of water from the GRB not needed by the State of Utah, neither is the 86,249 acre feet of water that would be depleted for the LPP Block.

Water supply needs in the LPP Project area have been drastically overstated, cannot be substantiated by data and a host of reasonable alternatives exist to provide additional water for southwestern Utah that have not been adequately considered by DWRe. The proposed GRB and LPPB exchange contracts aren't needed because reasonable alternatives exist for the LPP and there is no purpose and need for the project.

The amount of water a community is using is the cornerstone of demonstrating future water needs and future spending required to serve these water needs. Accurately determining the amount of water used by a community is therefore vital to determining whether future spending is required. Exaggerating future or existing water use is no different than a government representative intentionally exaggerating the number of constituents needing services, or the amount of services an agency claims to deliver to said constituents.

In their official document submissions to FERC to receive federal permits for the proposed Pipeline, DWRe clearly indicated that Washington County residents are using far more water than the U.S. average or Utah average. On page 45 (3-5) of the April 2016 *Final Lake Powell Pipeline Water Needs Assessment* submitted by the Utah Division of Water Resources to FERC, Washington County residents used 325 gallons of municipal water per-person per day.^{vi}

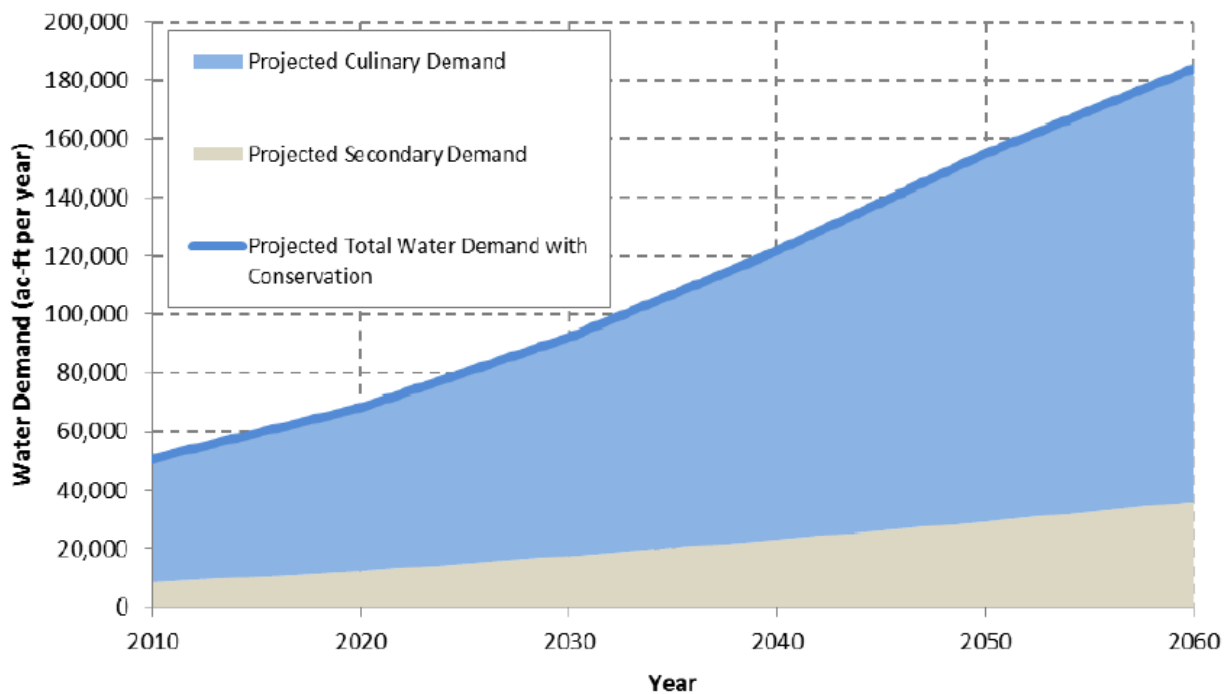
Table 3-3 WCWCD Total M&I Water Demand Forecast

Year	Population	Per Capita Use with Conservation (gpcd)	Total Projected Water Demand with Conservation (ac-ft/yr)
2010	138,530	325	50,380
2020	196,480	311	68,450
2030	279,270	295	92,220
2040	369,370	295	122,010
2050	468,990	295	154,940
2060	576,850	285	184,250

Source: DWRe 2014c

The DWRe calculated future water needs using this water use figure of 325 from the year 2010, because they sought to demonstrate to FERC that Southwestern Utah needs the Lake Powell Pipeline. This can be plainly seen in the April 2016 *Final Lake Powell Pipeline Water Needs Assessment* which includes the following water demand chart showing the long term water ‘needs’ of Washington County, based on this water use figure of 325 gallons.^{vii}

Figure 3-4 WCWCD Projected Demand



This water use figure of 325 has received immense criticism from other Colorado River stakeholders, the public and the media since it is more than twice the national average and significantly higher than the per person water use of most communities within the Colorado River Basin.

A comparison with the water use of other southwestern communities indicates the DWRe has drastically overstated future water demand to federal regulators. The DWRe claims that 149,873 AF of water will be needed to provide water for ~500,000 residents in Washington County by the year 2060. However, this is roughly twice the amount of water than is currently needed to serve over 600,000 people in Albuquerque, New Mexico.^{viii}

<u>City</u>	<u>Water Authority</u>	<u>Year</u>	<u>Water Usage (af)</u>	<u>Number of Users</u>	<u>GPCD</u>
Albuquerque, NM	Albuquerque Bernalillo County Water Authority	2015	86,319	606,780	127
Phoenix, AZ	City of Phoenix	2014	298,500	1,500,000	178
Tucson, AZ	Tucson Water	2016	87,160	722,000	117
Las Vegas, NV	Las Vegas Valley Water District	2016	319,027	1,400,000	203
Washington County, UT	Washington County Water Conservancy District	2010	50,380	138,530	325
			Southwest Cities Average GPCD		156.16

It is hard to imagine the DWRe, and the BOR for that matter, are not aware of the water supply and demand of other southwest communities. The purpose and need for the proposed LPP and therefore the GRB and LPPB exchange contracts is flawed and as such should be eliminated from consideration. Or, they should both be considered as part of the LPP NEPA process to ensure detrimental environmental impacts on the Green and Colorado Rivers and downstream water users do not occur.

III) The EA represents a segmentation of NEPA and therefore violates federal law.

As stated above, the proposed GRB exchange contract has been arbitrarily separated from the LPPB exchange contract and has no real purpose outside the Lake Powell Pipeline, which is currently in the NEPA process with FERC. As a result, this proposed exchange contract represents a segmentation of NEPA and should be included as part of the LPP NEPA process so as to not violate federal law.

The scope of the EA for the proposed contract must include the consideration of the purpose and need for the project and connected and cumulative actions with potentially significant impacts, like the proposed Lake Powell Pipeline. Our organization questions why the proposed exchange contract is not part of the LPP NEPA process unless the BOR and the DWRe are trying to obtain approval for the GRB and LPPB contracts before the Draft EIS for the LPP is completed.

The LPP is the largest new proposed diversion of the Colorado River across seven states and is already generating enormous controversy across the Colorado River Basin. The Pipeline would pump 86,000 acre-feet of water out of the Colorado River at Lake Powell, over 2000 feet in elevation, across 140 miles of desert to Sand Hollow Reservoir in

Washington County. The LPP will consist of a 69-inch diameter pipe and will require numerous pump stations, new roads, and transmission lines.

A full analysis of socioeconomic impacts for the proposed GRB exchange contract should be included as part of the NEPA process in order to address the cumulative impacts of the LPP on the Green and Colorado Rivers' recreation economy. The LPP license application lacks essential information about costs, economics and financial consideration and numerous questions still remain about the purported need for, environmental impacts of, economic feasibility of and taxpayer liability of the LPP and therefore the proposed exchange contract. Our organization maintains that the proposed exchange contract should be included in the LPP NEPA process with FERC in order to comply with NEPA, and to better serve the public interest.

Regulations implementing NEPA define "connected actions" as those that "are closely related and therefore should be discussed in the same impact statement." 40 C.F.R. § 1508.25(a)(1). Actions are connected if they "[a]re interdependent parts of a larger action and depend on the larger action for their justification." *Id.* § 1508.25(a)(1)(iii).^{ix} Further, "[p]roposals or parts of proposals which are related to each other closely enough to be, in effect, a single course of action shall be evaluated in a single impact statement." *Id.* § 1502.4(a).

An agency must consider all "connected actions" in a single EIS. *Great Basin Mine Watch v. Hankins*, 456 F. 3d 955, 968-69 (9th Cir. 2006). *See also Kleppe v. Sierra Club*, 427 U.S. 390, 399 (1976) (a single environmental review document is required for distinct projects when there is a single proposal governing the projects); *Alpine Lakes Prot. Soc'y v. U.S. Forest Serv.*, 838 F. Supp. 478, 482 (D. Wash. 1993) ("In its use of the word 'shall,' 40 C.F.R. § 1508.25 makes mandatory the consideration of connected, cumulative, and similar actions by an agency when determining the scope of an EIS."); *Klamath-Siskiyou Wildlands Ctr. v. Bureau of Land Mgmt.*, 387 F.3d 989, 998 (9th Cir. 2004) ("[p]roposals or parts of proposals which are related to each other closely enough to be, in effect, a single course of action shall be evaluated in a single impact statement"); *Utahns for Better Transp. v. United States Dep't of Transp.*, 305 F.3d 1152, 1182 (10th Cir. 2002), modified in part on other grounds, 319 F.3d 1207 (2003). The "purpose of this requirement is to prevent an agency from dividing a project into multiple actions, each of which individually has an insignificant environmental impact, but which collectively have a substantial impact." *Great Basin Mine Watch*, 456 F. 3d at 969 (quotation marks omitted).

The Tenth Circuit utilizes an "independent utility test in which it concludes that projects that have independent utility are not connected actions under 40 C.F.R. § 1508.25(a)(1)(iii)." *Citizens' Comm. to Save Our Canyons v. U.S. Forest Serv.*, 297 F.3d 1012, 1029 (10th Cir. 2002) (citations & quotations omitted). Where projects are interdependent, they must be reviewed together. *Id.* at 1028; *see also Thomas v. Peterson*, 753 F.2d 754, 75859 (9th Cir. 1985) (finding agency must analyze road construction project and timber sales together because "[i]t is clear that the timber sales cannot proceed without the road, and the road would not be built but for the contemplated timber sales."). The Ninth Circuit has required the Forest Service to prepare a single EIS for multiple post-

fire timber sales that were planned in response to the same fire and located in the same watershed. -*Blue Mountains Biodiversity Project v. Blackwood*, 161 F.3d 1208, 121415 (9th Cir. 1998).-

The BOR appears to be violating federal law as a function of segmenting the LPP NEPA process in two ways: 1) through the separate NEPA process for the Green River Block exchange contract, and 2) through the separate NEPA process for the LPP Block exchange contract. Neither the GRB nor the LPPB have any purpose outside the proposed LPP, a project that has not been approved. The proposed GRB exchange contract EA should be included as part of the LPP NEPA process so as not to be a violation of federal law.

IV) The exchange contract would result in a total of 158,890 acre-foot depletion of the Green and Colorado River system and would have numerous connected and cumulative impacts and as such requires a full Environmental Impact Statement.

As stated above, the proposed GRB and LPPB depletions would be disproportionately harmful to the natural environment of the over tapped Green and Colorado Rivers and will have numerous secondary and cumulative effects on downstream water users facing the high likelihood of shortage declaration in the coming years. As such a full Environmental Impact Statement is warranted for both proposed exchange contracts.

V. The proposed contract includes no mechanism to prevent Utah from advancing new diversions of Green River tributaries they would be required to forebear.

The BOR is proposing to exchange flaming Gorge Dam releases for Utah's Green River tributary diversion rights. According to the EA:

"For this exchange, the State would forebear the depletion of a portion of the Green River and tributary flows to which it is entitled..."^x

However, whereas the BOR controls the releases of water from Flaming Gorge Dam, the BOR has no such control or oversight on Green River tributaries within Utah and the BOR is effectively taking Utah for their word that they will not divert more water out of tributary rivers to the Green River. This is a classic example of the fox guarding the hen house. The EA fails to explain what tributary diversion rights Utah would forebear and how this would be verified by the BOR.

The State of Utah is currently poised to approve a new trans-basin diversion of 5,400 acre feet of water out of Gooseberry Creek on the headwaters of the Price River for a handful of farmers to grow more hay in northern Sanpete County. This proposal comes after the Army Corps of Engineers shot down federal approval for the proposed Narrows Dam in 2016 on the basis that BOR's FEIS for the project was inadequate and flawed in a number of

ways.

The proposed trans-basin diversion would be destructive to Gooseberry Creek's sensitive riparian areas and aquatic environment, while posing a threat to the water supply for 25,000 Carbon County residents downstream. The diversion has been protested by numerous downstream stakeholders who argue there is no more water to divert out of the river. They include several canal and irrigation companies, municipalities, sportsmen groups, small businesses and others. Does the State of Utah intend to walk away from this 5,400 acre-feet per year depletion of a Green River tributary if the GRB contract is approved? If not, what tributary diversion rights is Utah exchanging with BOR?

The BOR should explain which tributaries to the Green River within Utah actually have remaining water to divert, and explain how the BOR and the public can be assured that these tributaries will not be diverted in the future. Nearly every tributary to the Green River is over allocated and over used. The Yampa River was dewatered twice this year and water users put a call on the river for the first time ever. As mentioned above the Price River is the center of a decades-old water war over a proposed trans-basin diversion backed by the DWRe. What water is there left for the DWRe to divert out of the tributaries of the Green River that they would forbear to comply with the terms of the proposed GRB exchange contract? The BOR needs to explain in a full EIS. Which diversion rights will no longer be developed by Utah and how will the BOR and the public be assured of this?

VI. Conclusion

In conclusion, the BOR should not approve the proposed GRB exchange contract because the contract and the BOR's EA for the contract are flawed in several ways. The EA ignores agency-documented risks from expected water supply shortage declarations and contains major inconsistencies between available water supplies in the Colorado River Basin and the water rights that the Utah Division of Water Resources holds on paper for the Lake Powell Pipeline and for the Green River Block. The EA represents a segmentation of NEPA and the GRB and LPPB contracts should be part of the LPP NEPA process currently underway with FERC.

Additionally, the purpose and need for the contract as stated in the EA is inadequate as the GRB contract has no purpose outside of the proposed Lake Powell Pipeline. Moreover, the GRB and LPPB exchange contracts would result in a total of 158,890 acre-foot depletion of the Green and Colorado River system and would have numerous connected and cumulative impacts and as such require a full Environmental Impact Statement. Our organization strongly urges the BOR to consider the cumulative effects of the proposed GRB contract alongside the proposed Lake Powell Pipeline that would create a cascade of disastrous impacts for the Green and Colorado Rivers. Finally, the proposed contract fails to describe how and where Utah will cease to advance new diversions of Green River tributaries.

We look forward to your decision and thank you for the opportunity to provide these comments.

Respectfully submitted this 17th day of October, 2018,



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ⁱ USGS. *Climatic Fluctuations, Drought and Flow in the Colorado River Basin*. Page 4.

ⁱⁱ Southern Nevada Water Authority. *2015 Water Resource Plan*. Chapter 2, page 14.

https://www.snwa.com/ws/resource_plan.html

ⁱⁱⁱ Southern Nevada Water Authority. *2015 Water Resource Plan*. Chapter 2, page 14.

https://www.snwa.com/ws/resource_plan.html

^{iv} Southern Nevada Water Authority. *2015 Water Resource Plan*. Chapter 2, page 12.

https://www.snwa.com/ws/resource_plan.html

^v Bureau of Reclamation. *Green River Block Water Exchange Contract Draft Environmental Assessment*. 9/2018 page 5

^{vi} Utah Division of Water Resources. *Final Lake Powell Pipeline Water Needs Assessment*, April 2016, sec. 3.2.1, pg. 42

^{vii} Utah Division of Water Resources. *Final Lake Powell Pipeline Water Needs Assessment*, April 2016, figure 4-6, pg. 45.

^{viii} Amount of water users, 2nd bullet point (http://www.abcwua.org/Your_Water_Authority.aspx)

^{ix} CEQ regulations provide three definitions of connected actions, of which the “interdependent parts” definition is one. The three definitions are to be read disjunctively. See *Blue Ocean Pres. Soc. v. Watkins*, 754 F. Supp. 1450, 1457 (D. Haw. 1991) (“The case law interpretations of the regulation have been consistent with this, having treated the separate subsections as sufficient conditions, not necessary conditions.”).

^x Bureau of Reclamation. *Green River Block Water Exchange Contract Draft Environmental Assessment*. 9/2018 page 9