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STATEMENT OF NORTHCUTT ELY,
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THE COLORADO RIVER BOARD OF CALIFORNIA

BEFORE

THE HOUSE COMMITTEE ON INTERIOR AND INSULAR AFFAIRS ON H. R. 4449 (AND COMPANION BILLS) TO AUTHORIZE CONSTRUCTION OF THE COLORADO RIVER STORAGE PROJECT.

My name is Northcutt Ely. I am an attorney, with offices in the Tower Building, Washington 5, D. C., and appear here as Special Counsel to the Colorado River Board of California, a branch of the State government.

California, as a party to the Colorado River Compact, is affected by this bill in the respects which I shall outline. California is also a party to the pending suit in the Supreme Court entitled Arizona v. California, et al., No. 10 Original, October term, 1953, as are Nevada, Arizona and the United States. Certain of the issues in that suit are directly involved in the assumptions made by the Bureau of Reclamation in planning the project now before you. These will be identified during the course of my statement.
I. THE PENDING PROJECT

The legislation now before the Committee, as modified by the explanations given here by the Interior Department, would accomplish four general objectives:

1. It would authorize in section 1, page 2, line 23, the construction of fifteen reclamation projects. The aggregate consumptive use of these projects is said to be about 1,700,000 acre-feet, which added to about 2,500,000 acre-feet said to be required by projects already constructed or authorized, would represent a total of about 4,200,000 acre-feet. This total is well within the quantity of 7,500,000 acre-feet per annum, the use of which is apportioned to the Upper Basin by Article III(a) of the Colorado River Compact, to which I shall presently refer. Moreover, the engineering studies indicate that this total could be put permanently to use without the construction of any new holdover storage whatever, and that no holdover storage would be required for about 50 years, even if other projects were added.

2. The bill nevertheless authorizes, in section 1, page 2, line 12, the construction of four storage reservoirs (reduced to two, Glen Canyon and Echo Park, by the Department's testimony). The whole storage program amounts to over 48 million acre-feet. The purpose of authorizing construction of these reservoirs now, instead of many years from now, is twofold:
(a) Electric energy would be generated and sold and the proceeds pooled to subsidize the construction of the power and reclamation projects previously referred to in section 1.

(b) If built now, the reservoirs could accumulate water with less interference with consumptive uses in both the Lower and Upper Basins than if their construction were delayed until a later time when consumptive uses will be larger.

3. The bill authorizes, in section 5, page 8, the construction of other projects, unnamed, provided they meet certain criteria. These are not named in the bill, but the Department has inventoried over 100 projects in various publications, particularly H. Doc. 419, 81st Cong. It is not clear from section 5 whether these projects must be brought back to Congress for further authorization, or whether the Secretary is authorized by section 5 to build them, but in any event, when they are built, the new power projects and the new reclamation projects covered in section 5 will share in the subsidies afforded by the sale of power to be generated at Glen Canyon; and, in addition, and for the first time, a fourth function of the hold-over storage at Glen Canyon and Echo Park will come into existence. Thus:

4. When, as, and if the additional projects referred to in section 5 are built, it will be necessary to store water in Glen Canyon, or some equivalent storage capacity, not for use by these projects (Glen Canyon reservoir is so far downstream that no water stored there can ever be used for irrigation or domestic
purposes in the Upper Basin), but for quite a different reason: to enable these section 5 projects to increase the consumptive use in the Upper Basin above the 4,200,000 acre-feet required by existing projects plus the section 1 projects, without violating the provisions of Article III(d) of the Colorado River Compact, which stipulates that the States of the Upper Division (Colorado, Utah, New Mexico, Wyoming) will not cause the flow of the river at Lee Ferry to be depleted below an aggregate of 75,000,000 acre-feet for any period of 10 consecutive years. In the decade so far, the flow at Lee Ferry was well over 100,000,000 acre-feet, when the Upper Basin projects were using about 2,000,000 acre-feet per year; and engineers tell us that the Upper Basin uses can rise to about 4,300,000 acre-feet, which is more than the total of existing uses plus the section 1 projects, before this 100,000,000 total would shrink to 75,000,000.

Thus the ultimate purpose of Glen Canyon Reservoir, and other holdover storage, is to enable the Upper Basin to build the section 5 projects without violating Article III(d) of the Compact, and the immediate reason for constructing Glen Canyon Dam now instead of waiting until the section 5 projects are built is, first, to immediately subsidize the section 1 projects and, second, to fill Glen Canyon during a time when the filling is easier, presumably, than it will be later on.

As all of the foregoing involves the Colorado River Compact, and as California is a party to that Compact, California
is directly concerned by the interpretations of the Compact implicit in the bill, and in the interpretations of the Compact which will control the administration of these reservoirs. This is readily apparent when it is realized that the total storage capacity planned is over 48,000,000 acre-feet, enough to intercept the whole flow of the river for several years, and that it is planned to hold over storage in these reservoirs for more than 20 years, or five presidential administrations, in order to deliver to the Lower Basin under Article III(d) in the year 2000 water that flows into the reservoir in 1980. Some rather firm understandings as to the meaning of the Compact are required, especially as the bill now makes no provision for enforcement of the Compact by any State against the United States, which will hold this water in its reservoirs and release it subject to the decision of a long succession of Secretaries of the Interior as to what the document means.

The meaning of the document is now in sharp controversy in the Supreme Court, in respects which affect the measure now before you. To these issues I now turn.
II. INTERPRETATIONS OF THE COLORADO RIVER COMPACT INVOLVED IN THE UPPER STORAGE PROJECT LEGISLATION AND THE PENDING LITIGATION

1. The Meaning of "Per Annum" in Article III.

**Article III (a):** Does the apportionment of the use of 7,500,000 acre-feet per annum mean an average of that amount over a period of years, or a maximum in any one year?

The Reclamation Bureau, in submitting this Upper Basin Storage Project, makes the assumption that the apportionment means an average, so that the Upper Basin may use 9,000,000 acre-feet or more of water in one year, and consider it as apportioned under Article III (a) if it uses 6,000,000 or less in some other year, to average 7,500,000 acre-feet.

California alleges in the pending lawsuit that the apportionment means a maximum, like a speed limit on a highway, not an average. If the speed limit says 50 miles per hour, that doesn't mean an average of 50. We allege (Answer to Arizona, par. 8) that the words "per annum" in the Compact mean "each year", and not an average of uses over a period of years, whether they are our uses or anyone else's. Arizona admits this, but says that the issue is not yet material in the Lower Basin (Reply, par. 8). The United States' position is not clearly stated. The effect, if California is right, is not necessarily to deny the Upper Basin the right to use 9,000,000 acre-feet, but to characterize the excess, 1,500,000 acre-feet, as unapportioned surplus, dedicated
to Mexico under Article III (c) of the Compact or subject to competitive appropriation in the Lower Basin. The amount involved in this particular issue is very large, of the order of 1,250,000 acre-feet per year. That is, if the Compact means what we think it means, the Reclamation Bureau is in error that much in its assumptions as to the quantity of water the Upper Basin can lawfully use of III (a) water each year, and by the same token that much more water must be let down to satisfy the Mexican Water Treaty and prior appropriations of surplus in the Lower Basin. The same problem arises in the Lower Basin, but there the Reclamation Bureau has assumed that the limitation imposed upon California’s uses by the Boulder Canyon Project Act is a maximum, not an average; so also with its assumptions as to the deliveries under the Mexican Water Treaty and the amounts to be delivered under its water contracts with Arizona, California, and Nevada. Both assumptions cannot be correct.

2. The Method of Measurement of Consumptive Use

Article III (a): Does the apportionment of "beneficial consumptive use" mean the quantity in fact used, measured at the place of use, or does it mean the effect of that use measured in terms of stream depletion at some point hundreds of miles downstream, in this instance at Lee Ferry? This question of interpretation of the Colorado River Compact and the Mexican Water Treaty is directly at issue in the present Supreme Court case. The quantity involved in this dispute, so far as the planning of the Upper Basin Storage Project is concerned, is 300,000 to 500,000 acre-feet, according to engineers' estimate. The Reclamation Bureau assumes
that the measurement is to be in terms of downstream depletion in the case of the Upper Basin Project and the Central Arizona Project, but in terms of diversion minus return flow, measured at the place of use, with respect to California. The Boulder Canyon Project Act so defines it, and the Mexican Water Treaty says (Article I(j)):

"'Consumptive use'" means the use of water by evaporation, plant transpiration or other manner whereby the water is consumed and does not return to its source of supply. In general it is measured by the amount of water diverted less the part thereof which returns to the stream."

That corresponds with California's allegation of the meaning of the term in Arizona v. California (Answer to Arizona, par. 8). Arizona denies that this definition applies to her uses, (Reply, par. 8) and the Reclamation Bureau, in the project before you, assumes that it does not apply to the Upper Basin, although in section 2, page 4, line 21, the projects to be built under the bill are recognized as being subject to the terms of the Mexican Water Treaty, as they of course are.

Another problem arises if the depletion theory prevails. One of its postulates is that when water is stored in a reservoir, the stream below is depleted, as of course it is, and therefore that the consumptive use of the stored water takes place then and there, in the year when the water is put in storage, not when it is taken out and used. On that premise, how is the 48,000,000 acre-feet of holdover storage, i.e., of stream depletion, to be
charged? And, in future operation, how is the storage of more than 7,500,000 acre-feet in any one year to be charged? Is the same principle, whatever it may be, applicable to the Lower Basin reservoirs?

3. "Rights which may now exist"

Article III (a): Does the statement in Article III (a) that the apportionment of the use of 7,500,000 acre-feet per annum "shall include all water necessary for the supply of any rights which may now exist" include two categories of uses in dispute in Arizona v. California: (1) the uses on the Lower Basin tributaries, particularly those of Arizona on the Gila River, which she says are not to be charged against the Lower Basin's apportionment of III (a) water, and (2) Indian uses in both basins? The significance of the Gila appears in connection with the Upper Basin's obligations under Article III (c) and III (d) of the Compact and that of the Indian uses in connection with Article VII, and will be outlined when we reach those articles in numerical order.

4. The Mexican Burden

Articles III (c) and III (d): Article III (c) provides that the Mexican burden, which is a minimum of 1,500,000 acre-feet per annum measured at the border, (more than that, of course, measured at Lee Ferry) shall be borne first out of surplus, over amounts specified in Articles III (a) and III (b) and, if that is
insufficient, that the burden of the deficiency shall be equally borne by the Upper Basin and the Lower Basin, and whenever necessary the States of the Upper Division shall deliver at Lee Ferry water to supply one-half of the deficiency, in addition to that provided in Article III (d).

Article III (d) provides that the States of the Upper Division, i.e., Colorado, Utah, Wyoming and New Mexico, will not cause the flow of the Colorado River at Lee Ferry to be depleted below an aggregate of 75,000,000 acre-feet for any period of ten consecutive years.

The interpretation of these two clauses is at issue in Arizona v. California and is involved in the present bill. The Reclamation Bureau apparently assumes in its presentation here that there will be available at Lee Ferry, after the section 5 projects are built, only about 75,000,000 acre-feet every ten years. Arizona says (Reply, par. 8,11) that all this 75,000,000 is III (a) water, that is, that this figure is merely ten times the quantity apportioned to the Lower Basin by Article III (a) of the Compact, and that all of the Lower Basin's III (a) uses can be made from the main stream. California (Answer to Arizona, par. 8, 11) and Nevada (Petition, par. XIV) deny this, and say that Arizona's uses on the Gila, and the uses of Nevada and Utah on the Virgin River, are "rights which may now exist," in the language of Article III (a), hence chargeable to (and protected
by) Article III (a). Arizona retorts that her uses on the Gila are covered by Article III (b) of the Compact, an article which says that, in addition to the apportionment in Article III (a), the Lower Basin is given the right to increase its beneficial consumptive use by one million acre-feet per annum. If Arizona is sustained by the Court in this position, there is no water for Mexico in the 75,000,000 acre-feet at Lee Ferry referred to in Article III (d), and the Upper Basin, under Article III (c), must, in addition, release water to supply one-half of any deficiency in meeting the Mexican burden. When the Reclamation Bureau reported favorably on the Central Arizona project, it was on the assumption that Arizona's interpretations were correct, without, however, indorsing them. If California and Nevada are correct, a portion of the 75,000,000 acre-feet at Lee Ferry referred to in III (d), equal to the total of the uses on the Gila, Virgin and other tributaries under III (a), is excess or surplus water unapportioned by the Compact, available in part for the service of the Mexican Water Treaty and in part for use in the Lower Basin. We view the 75,000,000 as a minimum, unrelated to Article III (a), and to be met whether or not there remains available to the Upper Basin, after meeting that obligation, water to sustain a maximum use of 7,500,000 acre-feet per annum of water apportioned by Article III (a).
5. **Reservoir Losses**

Nowhere in the Compact is specific provision made for accounting for reservoir losses. Arizona says that they are all chargeable against the apportionments made under Article III (a). Nevada says that they are all chargeable to surplus. California says that they are to be charged with other uses to the Basin in which they occur, in the order in which they accrue, whether to III (a), III C), or other surplus, and that none are chargeable against present perfected rights existing in the Lower Basin before storage was provided. The Upper Basin Compact (Article IV) charges them against apportionments under Article III (a) of the Colorado River Compact.

6. **The right to demand or withhold water**

Article III (e) of the Colorado River Compact provides that the States of the Upper Division shall not withhold water, and the States of the Lower Division shall not require the delivery of water, which cannot reasonably be applied to domestic and agricultural use. Glen Canyon reservoir and certain other proposed Upper Basin main stream reservoirs will be so located, physically, that no water stored therein can ever be applied to domestic or agricultural uses in the Upper Basin. All of the water stored in such reservoirs will be required for domestic and agricultural use in the Lower Basin and Mexico. If the 1953 Hill report to the State of Colorado is correct, the engineers say that if the Hoover Dam's reservoir, Lake Mead, is not filled on the day when the gates are closed at Glen Canyon, it may never fill again.
Who is to determine how rapidly storage in these Upper Basin reservoirs is to be built up, or, putting it another way, to what extent water which would otherwise flow into Lake Mead is to be intercepted and withheld? Who is to determine how rapidly and on what terms releases are to be made? Presumably, the Secretary of the Interior. Since the United States cannot be sued without its consent, manifestly some controls are necessary here if the States, both Upper and Lower, are not to abdicate the administration of their Compact to the United States. Such controls are proposed in the final portion of this statement.

7. Appropriation of Surplus

Article III (f): Does the provision for a further apportionment, by unanimous consent after October 1, 1963, mean that no State may validly appropriate surplus until a new compact is made? California alleges, in the pending litigation, that any state, including the Upper Basin States, may appropriate surplus waters unapportioned by the Compact, subject, of course, to their being divested only by a new compact to which such a State is party, or by Court decree. That has been the position maintained by representatives of some, at least, of the Upper Basin States in previous hearings. Arizona and Nevada say that no State may acquire any right in surplus until a new compact is made. If they are sustained, then the Upper Basin can acquire no right in the waters it may use in any year in excess of 7,500,000 acre-feet.
8. *Impounding of Water for Power Generation*

Article IV (b) of the Colorado River Compact authorizes the impounding and use of water for generation of power, but stipulates that "such impounding and use shall be subservient to the use and consumption of such water for agricultural and domestic purposes and shall not interfere with or prevent use for such dominant purposes."

As elsewhere noted, no water stored in Glen Canyon Dam and certain other main stream reservoirs can ever be used, physically, for agricultural or domestic purposes in the Upper Basin. Such water is the residue after the uses in the Upper Basin. It will be stored and used at such reservoirs to generate power to be sold to subsidize irrigation and power projects in the Upper Basin. The use of such reservoirs appears to be squarely controlled by Article IV (b), and the right of the Reclamation Bureau to so manipulate them as to maintain power generation, if the waters stored therein are in fact needed for agricultural and domestic use in the Lower Basin, appears questionable. The sole function of Glen Canyon Reservoir is as part of a hydro-electric project, unless and until the section 5 projects are built, and for a period of 50 years or more even if they are built. Only thereafter does it assume any function under Article III (d) of the Compact.
9. Indian Rights

Article VII of the Colorado River Compact provides that nothing in the Compact shall be construed as affecting the obligations of the United States to Indian tribes. The Upper Basin Compact (Art. VII) provides that use by the United States or its wards shall be charged as a use by the State in which the use is made. California, in the pending suit, takes the same position (Answer, par. 14). The United States denies this (Petition of Intervention, par. XXXVII), and says that "the rights to the use of water of the Indians and Indian tribes are in no way subject to or affected by the Colorado River Compact." The Government's petition tabulates (Appendix II) 1,747,250 acre-feet of "diversion" claims of Indians in the Lower Basin, of which 1,556,250 are in Arizona. Arizona says (Reply, par. 14), that "the obligations of the United States to the Indians or Indian tribes are not material or relevant. . . ."

It is known that the Office of Indian Affairs construes Article VII of the Compact as meaning that (1) the Indian claims come ahead of the Compact, are not chargeable to any State, and the compacting states simply divided the residue after the Indian claims; (2) Indian claims relate back to the date of establishment of the reservation, even though not put to use, and take priority over uses by non-Indians even though the uses by non-Indians may in fact antedate the actual putting of water to use by the Indians. The Government's pleadings leave it free to make both these assertions. As to the first, Arizona has refused, so far, to disagree with the
Indian Bureau's position. Naturally, if Arizona can hope for
1,500,000 acre-feet for Indian diversions, outside the Compact,
in addition to the 3,800,000 acre-feet she demands under the Com-
pact, there is a temptation to try to get it. Just where the
water would come from is not very clear. Arizona, at a meeting
with the Attorney General of the United States on December 3, 1953,
was invited to join the Upper Basin States, California and Nevada
in a common statement of position that Indian uses are to be charged
under the Compact against the State in which they are situated, but
declined to do so. The existence of the Indian claims, and uncer-
tainty as to their accounting, raises serious questions as to the
water supply for the projects in both the Upper and Lower Basins.
Those questions will not be resolved until this suit is decided.

10. Present Perfected Rights

Article VIII provides that "present perfected rights to
the beneficial use of waters of the Colorado River System are un-
impaired by this compact." In the present suit California alleges
(Answer to Arizona, par. 15) that "unimpaired" as used in this arti-
cle means unimpaired as to both the quantity and the quality of the
waters to which these perfected rights relate. As of the effective
date of the Compact, California's present perfected rights were not
less than 4,950,000 acre-feet (Answer to Arizona, par. 25). The re-
port of the Reclamation Bureau contains no data on the effect of
large transmountain diversions on the quality of water. Such a
study should obviously be made. We know that when the Compact was ratified, the Colorado Commissioner's formal report stated that "natural limitations upon the use of the waters within each of the upper States will always afford ample assurance against undue encroachment upon the flow at Lee's Ferry by anyone of the four upper states. Colorado cannot divert 5 per cent of its portion of the river flow to regions outside the river basin."

(Hoover Dam Documents, H. Doc. 717, 80th Cong., p. A79) Elsewhere he testified that Colorado's transmountain diversions could not exceed 300,000 acre-feet per annum. By contrast, the Colorado transmountain diversion projects inventoried in the Reclamation Bureau's various reports aggregate 2,000,000 acre-feet, or 52 per cent of the water allocated to Colorado by the Upper Basin Compact. There would be that much less water to absorb an increasing quantity of salts in passage to Lee Ferry. The effect on the Lower Basin is one which the Lower Basin states are entitled to have studied and reported upon, to the end that their present perfected rights, in the language of Article VIII, shall remain unimpaired.
III. THE EFFECTS OF THE COLORADO RIVER CONTROVERSIES UPON THE UPPER BASIN DEVELOPMENTS

California's basic position is that we are conforming to the Colorado River Compact and that we must insist that the Reclamation Bureau and States of the Upper Division do so in the planning and administration of the Upper basin Storage Project and participating projects. If the States differ as to the Compact's meaning, the differences must be resolved. There are manifestly at least ten serious questions of interpretation of the Colorado River Compact which affect all the States, involved in the present lawsuit and in the bill before the Committee. There are others, affecting only the Lower Basin, which I have not enumerated.

As to some of these issues, the alignment of the various States' interests is quite different from the alignment on others. For example, as to the question of whether the 75,000,000 acre-feet at Lee Ferry, referred to in Article III (d) of the Colorado River Compact, is identical with the 7,500,000 acre-feet apportioned to the Lower Basin, the position of California is more advantageous to the Upper basin than is Arizona's. So also, perhaps, with the Indian question.

In the pending suit, the Court may dispose of some or all of these issues. If so, the United States, as an intervening party, will presumably be bound by the decree. Or the Court may refuse to pass upon some or even all of them, as it has done three times in the past.

In any event, the administration of the great holdover
storage reservoirs, and hence of the Colorado River Compact, will be in the hands of the United States.

In view of the obviously important differences of interpretation of the Colorado River Compact among the States of the Colorado River Basin, the question arises whether they are content to concede that the United States is to control, without recourse, the water held in these great reservoirs in the canyons midway between the users in the upper and lower basin, where it can be used by neither, and be sole arbiter of the conditions on which it shall be stored and released? If so, the compact is of doubtful protection to either group of states, because no State can sue the United States without its consent.

Manifestly, some controls are required to enable both the States of the Upper Division and the States of the Lower Division to obtain some protection in the administration of the holdover storage reservoirs. If the Secretary of the Interior should accumulate water in storage too rapidly, the whole Lower Basin water system would be in jeopardy. If he released it too freely, the Upper Basin would be adversely affected. Too much depends upon the interpretation the Secretary of the Interior gives to the Colorado River Compact. The States are entitled to be consulted.
IV. PROPOSED AMENDMENTS

In the light of the foregoing, the following amendments to the bill are suggested: (their full text is annexed)

1. At page 8, line 1 - Delete Section 5. The un-named, undescribed future participating projects can be individually authorized by Congress on their merits, after submission of reports to the affected States as required by the Flood Control Act of 1944.

2. At page 12, line 24, insert a new section to disclaim any intent to construe or interpret or amend the documents now before the Supreme Court.

3. At page 13, line 2 - insert a new section to prohibit the exchange of Colorado River System water with States outside the Colorado River Basin. There is not enough to go around as it is, and not enough to enable the Eastern Slope of Colorado to compose its differences with Nebraska and Kansas.

4. At page 13, line 9 - insert a new section to require a study and report on the effect of transmountain diversions in the Upper Basin on the quality of water at Lee Ferry.

5. At page 13, line 9 - insert a new section to authorize State participation with the Secretary of the Interior in the programming of storage and release of water, and to authorize suit by any state against him if necessary to compel compliance with the Colorado River Compact in the operation of the holdover storage reservoirs.
6. At page 13, line 9 - insert a new section subjecting all uses under this act to covenants, such as the Upper Basin States insisted be inserted in the bill authorizing the San Diego Aqueduct (Pub. No. 171, 82nd Cong.), to respect the Colorado River Compact, the Boulder Canyon Project Act, the Mexican Water Treaty, and Upper Basin Compact.

7. At page 13, line 9 - insert a new section, again drawn directly from the Upper Basin amendments to the San Diego Aqueduct bill, subjecting the Act and all works constructed thereunder to the Colorado River Compact and the other documents comprising the "Law of the River."

I close, as I began, by reaffirming the necessity under which California finds herself of insisting that the proposed project conform to the Colorado River Compact, and as long as the meaning of that Compact is in litigation, of urging this Committee to include in the bill the safeguards we have suggested against any impairment of the position of the Lower Basin. Finally, we ask that in the operation of the holdover storage features of the project the States, Upper as well as Lower, have adequate assurance that their rights will not only be respected but be enforceable against the changing succession of federal officials who will control those reservoirs, and, with them, the destiny of the Colorado River Basin.
Amendment No. 1
Deletion of Section 5

Page 2, line 1. Strike all of Section 5, and substitute:

Sec. 5. The Congress reserves the right to add other participating projects to those listed in Section 1, and to delete any now listed therein.
Amendment No. 2

Assurance against Interpretations

Page 12, line 24. Substitute for Sec. 11:

Sec. 11. Nothing in this Act shall be so construed as to amend, construe, interpret, modify, or be in conflict with, any provision of the Colorado River Compact, the Boulder Canyon Project Act, the Boulder Canyon Project Adjustment Act, or the Treaty with the United Mexican States.
Page 13, line 2. Add a new section:

Sec. ___ (a) All of the waters of the Colorado River System exported from the natural basin of that system by means of works constructed hereunder, and extensions and enlargements of such works, to the drainage basin of any other river system, shall be consumptively used in States of the Colorado River Basin, and will not be made available by exchange, substitution, or use of return flow, or otherwise, for consumptive use in any State not a party to the Colorado River Compact.

(b) Nothing in this Act, by implication or otherwise, shall commit the United States to the further exportation of water from the Colorado River System.
Page 13, line 9. Insert a new section:

Sec. _. The Secretary of the Interior is directed to institute studies and to make a report to the Congress and to the States of the Colorado River Basin of the effect upon the quality of water available at Lee Ferry, of all transmountain diversions of water of the Colorado River System and of all other storage and reclamation projects, existing and proposed to be made in the Upper Colorado River Basin under full practicable development and use of water apportioned by the Colorado River Compact, including those proposed to be made under the authority of this Act.
Sec. ___ (a). Each State of the Colorado River Basin is authorized to appoint one representative to an Integrating Committee, to advise with the Secretary of the Interior in programming the storage and release of water from main stream reservoirs located in the Upper Basin, for use in the Lower Basin.

(b) The Secretary of the Interior is directed to comply with the applicable provisions of the Colorado River Compact, the Boulder Canyon Project Act, the Boulder Canyon Project Adjustment Act, and the Treaty with the United Mexican States, in the storage and release of water from reservoirs in the Upper Basin for use in the Lower Basin, and, in the event of his failure to so comply, any State of the Colorado River Basin may maintain an action in the Supreme Court of the United States against him to enforce the provisions of this Section, and consent is given to the joinder of the United States as a party in such suit or suits.
Amendment No. 6

Covenants

Page 13, line 9. Insert a new section:

Sec. ___ The United States and the States of Colorado, Wyoming, Utah, New Mexico and Arizona, and their respective permittees, licensees and contractees and all users and appropriators of water of the Colorado River System diverted or delivered through the works herein authorized and any enlargements or additions thereto shall observe and be subject to the Colorado River Compact, the Upper Colorado River Compact, the Boulder Canyon Project Act, and the Mexican Water Treaty (Treaty Series 994) in the diversion, delivery and use of water of the Colorado River System, and such condition and convenient shall attach as a matter of law whether or not set out or referred to in the instrument evidencing such permit, license or contract and shall be deemed to be for the benefit of and be available to the States of Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming and the users of water therein or thereunder by way of suit, defense, or otherwise in any litigation respecting the waters of the Colorado River System; provided, that the Congress does not, by the enactment of this Act, construe or interpret any provision of the Colorado River Compact, the Upper Colorado river Basin Compact, the Boulder Canyon Project Act, or the Mexican Water Treaty, nor subject the United States to, nor approve nor disapprove, any interpretation of said compacts, statute or treaty, anything in this Act to the contrary notwithstanding.
Amendment No. 7

Subjection to Law of the River

Page 13, line 9. Insert:

Sec. ___ This Act and all works constructed hereunder shall be subject to and controlled by the Colorado River Compact, proclaimed effective by the President June 25, 1929; the Boulder Canyon Project Act approved December 21, 1928; the Upper Colorado River Basin Compact, to which the Congress gave consent (Pub. 37, 81st Cong., approved Apr. 6, 1949); and the Mexican Water Treaty (Treaty Series 994); and no right or claim of right to the use of the waters of the Colorado River System shall be aided or prejudiced hereby; provided, that the Congress does not hereby interpret or construe said documents nor subject the United States to, nor approve nor disapprove, any interpretation or construction thereof.