

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

FOREST GUARDIANS and SOUTHWEST)
ENVIRONMENTAL CENTER,)
)
Plaintiffs,)
)
v.) CIV. NO. 96-0826 LH
)
)
CAROL BROWNER, in her official)
capacity as Administrator,)
Environmental Protection)
Agency,)
)
Defendant.)
_____)

JOINT MOTION FOR ENTRY OF CONSENT DECREE

Plaintiffs Forest Guardians and Southwest Environmental Center and Defendant Carol M. Browner, Administrator of the United States Environmental Protection Agency ("EPA"), move this Court to enter the consent decree attached hereto as Exhibit A, for the following reasons:

1. On June 13, 1996, Plaintiffs Forest Guardians and Southwest Environmental Center filed a complaint (Civ. No. 96-0826) alleging that the United States Environmental Protection Agency ("EPA") violated the Clean Water Act ("CWA"), 33 U.S.C. § 1251 *et seq.*, and the Administrative Procedure Act, 5 U.S.C. § 551 *et seq.*, by failing to comply with the terms of CWA Section 303(d), 33 U.S.C. § 1313(d);

2. Section 303(d) of the Act, 33 U.S.C. § 1313(d), and EPA's implementing regulations, 40 C.F.R. §§ 130.7(b)-(e), provide for: (1) identification of waters for which applicable technology-based effluent limitations and other controls are not stringent enough to implement water quality standards (the "Section 303(d) list"); (2) establishment of a priority ranking for such waters; and (3) establishment of total maximum daily loads ("TMDLs") for pollutants for which those waters are not in attainment with water quality standards;

3. The subject of C.A. Number 96-0926 is EPA's alleged duty to establish TMDLs for New Mexico waters on the Section 303(d) list given the State of New Mexico's alleged failure to do so, pursuant to CWA Section 303(d).

4. The parties have agreed upon and executed the attached consent decree. The key element of the decree is

EPA's commitment to establish TMDLs for certain waters on the State of New Mexico's 1996 section 303(d) list, by December 31, 2006, if the State fails to do so.

The parties believe that the consent decree is a just, fair, adequate and equitable resolution of the claims raised in this action.

5. The parties have also entered into a settlement agreement. The Agreement, attached hereto as Exhibit B, is submitted today for the Court's informational purposes only, and is not an enforceable order of this court.

6. The consent decree and settlement agreement together constitute a complete and final settlement of all claims under the CWA and APA which were asserted, or could have been asserted, in the Complaint filed in this action.

CONCLUSION

Accordingly, the parties respectfully request that the Court sign and enter the attached consent decree.

Dated: April 29, 1997

Respectfully submitted,

By:

STEVEN C. SUGARMAN
1413 Second Street, Suite
One
Santa Fe, New Mexico 87505
Attorney for Plaintiffs,
Forest Guardians and
Southwest Environmental
Center

LOIS J. SCHIFFER

By:

RUSSELL M. YOUNG
WENDY L. BLAKE
Environmental Defense
Section
Environment and Natural
Resources Division
United States Department of
Justice
P.O. Box 23986
Washington, D.C. 20026-3986
(202) 514-2640; (202) 305-
0851

Counsel for Defendant, U.S.
Environmental Protection
Agency

LOCAL COUNSEL:

JOHN J. KELLY
United States Attorney
District of New Mexico

JOHN W. ZAVITZ
Assistant U.S. Attorney
P.O. Box 607
Albuquerque, NM 87103

OF COUNSEL:

SUSMITA BUBEY
Office of General Counsel
U.S. Environmental
Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

GEORGE MALONE
Office of Regional Counsel
U.S. Environmental
Protection Agency
1445 Ross Avenue
Dallas, TX 75202

CERTIFICATE OF SERVICE

I hereby certify that on April 29, 1997, I caused a true and correct copy of the Joint Motion to Enter the Consent Decree to be served by first-class mail, postage pre-paid, upon:

Steven Sugarman
1413 2d St.
Suite 1
Santa Fe, New Mexico 87505

Counsel for Forest Guardians and Southwest
Environmental Center

Wendy L. Blake

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

FOREST GUARDIANS and SOUTHWEST)
ENVIRONMENTAL CENTER,)
)
Plaintiffs,)
)
v.) CIV. NO. 96-0826 LH
)
)
CAROL BROWNER, in her official)
capacity as Administrator,)
Environmental Protection)
Agency,)
)
Defendant.)
_____)

CONSENT DECREE

WHEREAS, On June 13, 1996, Plaintiffs Forest Guardians and Southwest Environmental Center filed a complaint (C.A. Number 96-0826 LH) in this action against Defendant Carol M. Browner ("the Administrator") in her official capacity as Administrator of the United States Environmental Protection Agency ("EPA") pursuant to Section 303(d) of the Clean Water Act, 33 U.S.C. § 1313(d);

WHEREAS, Section 303(d) of the Act, 33 U.S.C. § 1313(d), and EPA's implementing regulations, 40 C.F.R. §§ 130.7(b)-(e), provide for: (1) identification of waters for which applicable technology-based effluent limitations and other controls are not stringent enough to implement water quality standards (the "Section 303(d) list"); (2) establishment of a priority ranking for such waters; and (3) establishment of total maximum daily loads ("TMDLs") for pollutants for which those waters are not in attainment with water quality standards;

WHEREAS, the subject of C.A. Number 96-0926 LH is EPA's alleged duty to establish TMDLs for New Mexico waters on the Section 303(d) list given the State of New Mexico's alleged failure to do so, pursuant to Section 303(d) of the Act;

WHEREAS, the State of New Mexico has lead responsibility for the establishment of TMDLs pursuant to Clean Water Act Section 303(d), 33 U.S.C. § 1313(d);

WHEREAS, EPA intends to work with the State of New Mexico in an assistance role to ensure that the State of New Mexico develops the requisite capacity and expertise to establish TMDLs;

WHEREAS, in order to resolve this lawsuit, the parties also have entered into a Settlement Agreement which has been

filed separately with the Court for informational purposes only;

its terms are not incorporated into this Consent Decree and the Settlement Agreement is not an enforceable order of this Court;

WHEREAS, Plaintiffs and Defendant have agreed to a settlement of this action without any admission of fact or law, which they consider to be a just, fair, adequate and equitable resolution of the claims raised in this action;

WHEREAS, by entering into this Consent Decree, the parties do not waive or limit any claim or defense, on any grounds, related to any final agency action taken pursuant to this Decree, including EPA's approval or disapproval of TMDLs in New Mexico, or to any agency inaction;

WHEREAS, it is in the interest of the public, the parties and judicial economy to resolve the issues in this action without protracted litigation, including a trial;

WHEREAS, the Court finds and determines that this Consent Decree represents a just, fair, adequate and equitable resolution of the claims raised in this action;

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

GENERAL TERMS

1. The parties to this Consent Decree are Plaintiffs and Defendant. The parties understand that (a) Carol Browner was sued in her official capacity as Administrator of the United States Environmental Protection Agency, and (b) the obligations arising under this Decree are to be performed by EPA and not by Carol Browner in her individual capacity.

2. This Consent Decree applies to, is binding upon, and inures to the benefit of Plaintiffs (and their successors, assigns, and designees) and Defendant.

3. For purposes of entry and enforcement of this Consent Decree only, the parties to this Consent Decree agree that the Court has jurisdiction over this matter, the parties to the Decree, any disputes pertaining to the implementation of this Decree, as well as any alleged violations of this Decree.

4. For the purposes of this Decree, the following terms shall have the meanings provided below:

A. "EPA" means the United States Environmental Protection Agency;

B. The "United States" means the United States of America, including its officers, agencies, departments and instrumentalities;

C. "Water Quality Limited Segment" has the meaning provided at 40 C.F.R. § 130.2(j), as of the date of entry of this Consent Decree, or as subsequently amended;

D. "Total Maximum Daily Loads" has the meaning provided at 40 C.F.R. § 130.2(i), as of the date of

entry of this Consent Decree, or as subsequently amended;

E. "Water Quality Standards" has the meaning provided at 40 C.F.R. § 130.2(d), as of the date of entry of this Consent Decree, or as subsequently amended.

ESTABLISHMENT OF TMDLS

5. The parties agree to the schedule set forth in Attachment A, the terms of which are incorporated by reference into this Consent Decree, for the State of New Mexico to establish TMDLs for the Water Quality Limited Segments ("WQLSSs") identified on the Clean Water Act Section 303(d) list approved by EPA on May 1, 1996 ("the Schedule"), subject to Paragraph 6 below.

6. In fulfilling its obligations under this Consent Decree, EPA is under no obligation to establish TMDLs for any water quality limited segments which are determined not to need TMDLs consistent with Section 303(d) of the Clean Water Act and its implementing regulations, including 40 C.F.R. § 130.7(b)(1), as amended, or are removed from New Mexico's Section 303(d) list consistent with the provisions of the Clean Water Act and its implementing regulations.

7. The parties understand that the State of New Mexico has primary responsibility for the establishment of TMDLs pursuant to Clean Water Act Section 303(d), 33 U.S.C. § 1313(d); however, if the State of New Mexico fails to establish TMDLs for the waters listed on the Schedule by the deadlines set forth in the Schedule, then EPA will take steps necessary to ensure completion of the TMDLs at issue consistent with Paragraph 6 above, through establishment of TMDLs or approval of New Mexico's submitted TMDLs within 2 years of the State's deadline(s) for the WQLSSs at issue.

8. In the event that the State of New Mexico fails to establish TMDLs for the waters listed on the Schedule by the deadlines set forth in the Schedule, EPA will meet with the State one year after each missed deadline to assess the activities that have been undertaken with respect to the waters at issue and to identify the steps that must be taken to ensure compliance with Paragraph 7 of this Consent Decree. Following the meeting, EPA will submit to Plaintiffs a report summarizing the conclusions of the meeting.

9. The parties agree that the terms of the Settlement Agreement filed separately with the Court constitute a separate agreement that is not enforceable by the Court under this Consent Decree, and is not an enforceable order of this Court.

EFFECTIVE DATE

10. This Consent Decree shall become effective upon the date of its entry by the Court. If for any reason the District

Court does not enter this Consent Decree, the obligations set forth in this Decree are null and void.

REMEDY AND SCOPE OF JUDICIAL REVIEW

11. Nothing in the terms of this Consent Decree shall be construed to confer upon this Court jurisdiction to review any decision, either procedural or substantive, to be made by EPA pursuant to this Decree, except for the purpose of determining EPA's compliance with this Decree.

12. Nothing in this Consent Decree alters or affects the standards for judicial review of final EPA action.

RELEASE BY PLAINTIFFS

13. Upon approval and entry of this Consent Decree by the Court, this Decree and the Settlement Agreement (filed separately for informational purposes only) shall constitute a complete and final settlement of all claims under the Clean Water Act and Administrative Procedure Act, U.S.C. §§ 551-559, 701-706, which were asserted, or could have been asserted, by Plaintiffs against the United States in the complaint filed in C.A. Number 96-0826 LH.

14. Plaintiffs hereby release, discharge, and covenant not to assert (by way of the commencement of an action, the joinder of the Administrator and/or EPA in an existing action or in any other fashion) any and all claims, causes of action, suits or demands of any kind whatsoever in law or in equity which it may have had, or may now or hereafter have, against the United States based upon matters which were asserted, or could have been asserted, by Plaintiffs in the complaint filed in C.A. Number 96-0826 LH, including, but not limited to, any challenge to the merits of EPA's approval of New Mexico's 1996 Section 303(d) list.

15. Plaintiffs reserve their rights to challenge the merits of EPA's actual approval, disapproval or establishment of New Mexico's 1998 Section 303(d) list and any subsequent Section 303(d) list, or any TMDLs, under the Clean Water Act and/or the Administrative Procedure Act. EPA reserves all its defenses to such suits.

TERMINATION OF CONSENT DECREE AND DISMISSAL OF CLAIMS

16. This Consent Decree shall terminate after fulfillment of all the obligations of EPA under this Decree. Upon termination of this Consent Decree, this case shall be dismissed. EPA shall file the appropriate notice with the Court so that the Clerk of the Court may close the file.

FORCE MAJEURE

17. The parties recognize that the performance of this Consent Decree is subject to fiscal and procurement laws and regulations of the United States which include, but are not limited to, the Anti-Deficiency Act, 31 U.S.C. § 1341, et seq. The possibility exists that circumstances outside the reasonable control of EPA could delay compliance with the timetables contained in this Consent Decree. Such situations include, but are not limited to, sufficient funds not being appropriated as requested, appropriated funds not being available for expenditure, or catastrophic environmental events requiring immediate and/or time-consuming response by EPA. Should a delay occur due to such circumstances, any resulting failure to meet the timetables set forth herein shall not constitute a failure to comply with the terms of this Consent Decree. The Parties shall meet to agree upon an appropriate extension of the deadline and shall submit such extension of the deadline to the Court as a proposed modification to this Decree. EPA will provide Plaintiffs with reasonable notice in the event that EPA invokes this term of the Consent Decree. Any dispute regarding invocation of this provision shall be resolved in accordance with the dispute resolution provision in Paragraph 18 below.

DISPUTE RESOLUTION

18. In the event of a disagreement between the parties concerning the interpretation or performance of any aspect of this Decree, the dissatisfied party shall provide the other party with written notice of the dispute and a request for negotiations. The parties shall meet and confer in order to attempt to resolve the dispute within 30 days of the written notice, or such time thereafter as is mutually agreed. If the parties are unable to resolve the dispute within 60 days of such meeting, then either party may petition the Court to resolve the dispute.

MODIFICATIONS

19. Modification of the dates set forth in this Consent Decree shall be by written consent of Plaintiffs and EPA, or in accordance with the procedures specified below. If the parties agree in writing to a modification, the Consent Decree shall be deemed modified and the Court shall be so informed.

A. If EPA files a motion requesting modification of a date or dates established by this Consent Decree totalling more than thirty (30) days and provides notice to the Plaintiffs at least thirty (30) days prior to filing such motion, and files the motion at least sixty (60) days prior to the date for which modification is sought, then the filing of such motion shall, upon request, automatically extend the date

for which modification is sought. Such extension shall remain in effect until the earlier to occur of (i) a dispositive ruling by this Court on such motion, or (ii) ninety (90) days after the date for which modification is sought. EPA may move the Court for a longer extension.

B. If EPA files a motion requesting modification of a date or dates established by this Consent Decree totalling thirty (30) days or less, provides notice to the Plaintiffs at least thirty (30) days prior to the filing of such motion, and files the motion at least seven (7) days prior to the date for which modification is sought, then the filing of such motion shall, upon request, automatically extend the date for which modification is sought. Such extension shall remain in effect until the earlier to occur of (i) a dispositive ruling by this Court on such motion, or (ii) the date sought in the modification.

C. If EPA does not provide notice pursuant to Subparagraphs 19.A or 19.B above, EPA may move the Court for a stay of the date for which modification is sought. EPA shall give notice to the Plaintiffs as soon as possible of its intent to seek a modification and/or stay of the date sought to be modified. The notice provided under this Subparagraph and any motion for stay shall demonstrate why the party could not have utilized the notification procedures set forth in Subparagraphs 19.A and 19.B immediately above.

D. If the Court denies a motion by EPA to modify a date established by this Consent Decree, then the date for which modification had been requested shall be such date as the Court may specify.

E. Any motion to modify the schedule established in this Consent Decree shall be accompanied by a motion for expedited consideration. The parties to this Decree shall join in any such motion for expedited consideration.

20. Nothing in this Consent Decree, or in the parties' agreement to its terms, shall be construed to limit the equitable powers of the Court to modify those terms upon a showing of good cause by any party. Good cause includes, but is not limited to, changes in the law affecting EPA's commitments under this Decree.

CONTINUING JURISDICTION

21. The Court retains jurisdiction over the subject matter of this action and the parties to this Consent Decree for the purposes of resolving any disputes arising under this Consent Decree, and issuing such further orders or directions as may be necessary or appropriate to construe, implement, modify, or enforce the terms of this Consent Decree, and for granting any further relief as the interests of justice may require.

AGENCY DISCRETION

22. Except as expressly provided herein, nothing in this Consent Decree shall be construed to limit or modify the discretion accorded EPA by the Clean Water Act, or by general principles of administrative law.

23. Nothing in this Consent Decree shall be construed to limit or modify EPA's discretion to alter, amend, or revise from time to time any actions EPA may perform pursuant to this Decree, or to promulgate superseding regulations.

COSTS OF LITIGATION (INCLUDING ATTORNEY'S FEES)

24. EPA agrees that Plaintiffs are entitled to reasonable attorney's fees and costs accrued as of the effective date of this Consent Decree. The parties will attempt to reach agreement as to the appropriate amount of the recovery. If they are unable to do so, Plaintiffs may file an application with the Court for the recovery of reasonable fees and costs within ninety (90) days of entry of this Consent Decree, or by such later date as set by the Court upon motion or otherwise. The Parties also recognize that Plaintiffs intend to seek an award for additional attorney's fees and costs in the event that Plaintiffs incur such expenses in seeking to enforce compliance with the Decree. The parties will attempt to reach agreement as to whether Plaintiffs are entitled to such an award of attorney's fees and costs, and, if so, the appropriate amount of such an award. If they are unable to reach agreement, Plaintiffs may file an application with the Court for attorney's fees and costs. The Court shall retain jurisdiction over this case to resolve any disputes as to attorney's fees and costs.

NOTICE

25. Any notice required or made with respect to this Consent Decree shall be in writing and shall be effective upon receipt. For any matter relating to this Consent Decree, the contact persons are:

For the Plaintiffs:

Steven Sugarman
1413 Second Street, Suite 1
Sante Fe, NM 87505

John Horning
Forest Guardians
1413 Second Street, Suite 1
Sante Fe, NM 87505

Kevin Bixby
Southwest Environmental Center
1494A S. Solano Drive
Las Cruces, NM 88001

For the Defendant:

Associate General Counsel for Water (2355)
Office of General Counsel (2355)
U.S. Environmental Protection Agency
401 M Street, S.W.
Washington, DC 20460

and

Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
1445 Ross Avenue
Dallas, TX 75202

and

Russell M. Young
Environmental Defense Section
Environment & Natural Resources Division
United States Department of Justice
P.O. Box 23986

Washington, D.C. 20026-3986

Upon written notice to the other parties, any party may designate a successor contact person for any matter relating to this Consent Decree.

REPRESENTATIVE AUTHORITY

26. Each undersigned representative of the parties to this Consent Decree certifies that he or she is fully authorized by the party to enter into and execute the terms and conditions of this Consent Decree, and to legally bind such party to this Consent Decree. By signature below, all of the parties consent to entry of this Consent Decree.

MUTUAL DRAFTING

27. It is hereby expressly understood and agreed that this Consent Decree was jointly drafted by Plaintiffs and EPA. Accordingly, the parties hereby agree that any and all rules of construction to the effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Consent Decree.

COUNTERPARTS

28. This Consent Decree may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

USE OF CONSENT DECREE

29. This Consent Decree shall not constitute an admission or evidence of any fact, wrongdoing, misconduct, or liability on the part of the United States, its officers, or any person affiliated with it. Nor shall this Consent Decree be admitted for any purpose in any proceeding without prior notice to and the express consent of EPA, except in a proceeding to enforce this Decree.

COMPLIANCE WITH OTHER LAWS

30. No provision of this Consent Decree shall be interpreted as or constitute a commitment or requirement that EPA obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or take actions in contravention of the Administrative Procedure Act, 5 U.S.C. §§ 551-559, 701-706, the Clean Water Act, or any other law or regulation, either substantive or procedural.

APPLICABLE LAW

31. This Consent Decree shall be governed and construed under the laws of the United States.

THIRD-PARTY BENEFICIARIES

32. Nothing in this Consent Decree shall be construed to make any other person or entity not executing this Consent Decree a third-party beneficiary to this Consent Decree.

The parties consent to the form, substance and entry of the foregoing Consent Decree.

CAROL M. BROWNER
ADMINISTRATOR
U.S. ENVIRONMENTAL
PROTECTION AGENCY

By: LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural
Resources Division

Date: _____

RUSSELL

M. YOUNG, Attorney

WENDY L. BLAKE, Attorney
Environmental Defense
Section
U.S. Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986
(202) 514-2640
(202) 305-0851

Of Counsel:

Susmita Dubey
U.S. Environmental
Protection Agency
401 M St., S.W.
Washington, D.C. 20460
(202) 260-7699

George Malone
U.S. Environmental
Protection Agency
1445 Ross Avenue
Dallas, TX 75202
(214) 665-8030

FOREST GUARDIANS AND
SOUTHWEST ENVIRONMENTAL
CENTER

Date: _____

By: STEVEN C. SUGARMAN
1413 Second Street, Suite
One
Sante Fe, New Mexico 87505

ORDER

UPON CONSIDERATION OF THE FOREGOING, the Court hereby finds that this Consent Decree is fair and reasonable, both procedurally and substantively, consistent with applicable law, in good faith, and in the public interest. THE FOREGOING Consent Decree is hereby APPROVED.

SIGNED and ENTERED this _____ day of _____ 1997.

BY THE COURT:

Hon. C. LEROY HANSEN
United States District Court
Judge

ATTACHMENT A

I. SCHEDULE FOR TMDL DEVELOPMENT BY STATE OF NEW MEXICO

By December 31, 1997

- complete Pecos Bundle TMDLs.

By December 31, 1998

- Complete Lower Rio Grande Bundle TMDLs.

By December 31, 1999

- Complete Domestic Water Supply Bundle TMDLs.
- Complete Sante Fe River from Cochiti Pueblo to Sante Fe Waste Water Treatment Facility (Rio Grande, 2110).

By December 31, 2000

- Complete Middle Rio Grande Bundle TMDLs.

By December 31, 2001

- Complete Gila Bundle TMDLs.
- Complete San Francisco Bundle TMDLs.

By December 31, 2004

- Complete San Juan Bundle TMDLs.

By December 31, 2006

- Complete Rio Puerco Bundle TMDLs.

II. WATERS ENCOMPASSED IN BUNDLES

The following is a list of the WQLSs encompassed in the water body bundles listed in Part I:

Pecos Bundle

Pecos River from Salt Creek to Sumner Dam (Pecos River, 2206)

Pecos River from Rio Penasco to Salt Creek (Pecos River, 2206)

San Francisco Bundle

San Francisco River from Centerfire Creek to the New Mexico-Arizona border (San Francisco River, 2602)

San Francisco River from Largo Canyon to Centerfire Creek (San Francisco River, 2602)

San Francisco River from Whitewater Creek to Largo Canyon (San Francisco River, 2601)

San Francisco River from Dry Creek to Whitewater Creek (San Francisco River, 2601)

Centerfire Creek from the mouth on the San Francisco River to the headwaters (San Francisco River, 2603)

Tularosa River from the mouth on the San Francisco River to Apache Creek (San Francisco River, 2603)

San Francisco River from the New Mexico-Arizona border to Whitewater Creek (San Francisco River, 2601)

Apache Creek at its mouth on the Tularosa River (San Francisco River, 2603)

Negrito Creek from the mouth on the Tularosa River to South Fork Negrito Creek (San Francisco River, 2603)

South Fork Negrito Creek from the confluence with the North Fork to the headwaters (San Francisco River, 2603)

Mineral Creek from the mouth on the San Francisco River to the headwaters (San Francisco River, 2603)

Silver Creek from the mouth on Mineral Creek to Little Fannie Mine (San Francisco River, 2603)

Whitewater Creek from the mouth on the San Francisco River to Whitewater Campground (San Francisco River, 2603)

Trout Creek from the mouth on the San Francisco River to the headwaters (San Francisco River, 2603)

Mule Creek from the mouth on the San Francisco River to Mule Springs (San Francisco River, 2601)

Gila Bundle

Gila River from Mogollon Creek to the East and West Forks of the Gila River (Gila River, 2502)

Gila River from Mangas Creek to Mogollon Creek (Gila River, 2502)

Gila River from the New Mexico-Arizona border to Mangas Creek (Gila River, 2501, 2502)

Middle Fork of the Gila River from the mouth on the West Fork of the Gila River to the United States Forest Service Ranger Station (Gila River, 2503)

East Fork of the Gila River from the confluence with the West Fork of the Gila River to the confluence of Beaver and Taylor Creeks (Gila River, 2503)

West Fork of the Gila River from the confluence with the East Fork of the Gila River to above the Gila Cliff Dwellings (Gila River, 2502, 2503)

Gilita Creek from the confluence with Snow Canyon Creek to Willow Creek (Gila River, 2503)

Willow Creek from the mouth on Gilita Creek to the headwaters (Gila River, 2503)

Canyon Creek from the mouth on the Middle Fork of the Gila to the headwaters (Gila River, 2503)

Turkey Creek from the mouth on Gila River to the headwaters (Gila River, 2503)

Snow Canyon Creek from the confluence with Gilita Creek to Snow Lake (Gila River, 2503)

Iron Creek from the mouth on the Middle Fork of the Gila River to the headwaters (Gila River, 2503)

Taylor Creek from the confluence with Beaver Creek to Wall Lake (Gila River, 2503)

Diamond Creek from the mouth on the East Fork of the Gila River to the headwaters (Gila River, 2503)

Black Canyon Creek from the mouth on the East Fork of the Gila River to the headwaters (Gila River, 2503)

Sapillo Creek from the mouth on the Gila River to Lake Roberts (Gila River, 2503)

Mogollon Creek, perennial portions above the USGS gauge
(Gila River, 2503)

Mangas Creek from the mouth on the Gila River to Mangas
Springs (Gila River, 2502)

Bear Creek at the headwaters (Gila River, 2502)
Carlisle Creek, perennial portions in New Mexico (Gila
River, 2501)

San Juan Bundle

San Juan River from Canon Largo to Navajo Dam (San Juan
River, 2405)

San Juan River from the Animas River to Canon Largo
(San Juan River, 2401)

San Juan River from the Chaco River to the Animas River
(San Juan River, 2401)

Animas River from the mouth on the San Juan River to
Estes Arroyo (San Juan River, 2403)

Animas River from Estes Arroyo to the New
Mexico-Colorado Border (San Juan River, 2404)

La Plata River from the mouth on the San Juan River to
the New Mexico-Colorado border (San Juan River, 2402)

Rio Grande Bundle (Middle, Lower, Puerco)

Middle Rio Grande Bundle

Rio Grande from Isleta Diversion Dam to Jemez River
(Rio Grande, 2105, 2105.1)

Rio Grande from Rio Puerco to the Southern Border of
Isleta Pueblo (Rio Grande, 2105)

Rio Grande from USGS gauge at San Marcial to Rio Puerco
(Rio Grande, 2105)

Lower Rio Grande Bundle

Rio Grande from Leasburg Dam to Caballo Dam (Rio
Grande, 2101, 2102)

Rio Grande from New Mexico-Texas border to Leasburg Dam
(Rio Grande, 2101)

Rio Puerco Bundle

Rio Puerco from Rito Olguin to the headwaters (Rio Grande, 2107)

Rio Puerco from the mouth on the Rio Grande to Rito Olguin (not including those lands within the pueblo lands) Rio Grande, 2105)

San Pablo Creek from the mouth on the Rio Puerco to the headwaters (Rio Grande, 2107)

Domestic Water Supply Bundle

Rio Chamita from the mouth on the Rio Chama to the New Mexico-Colorado border (Rio Grande, 2116)

Cordova Creek from the mouth on Castila Creek to the headwaters (Rio Grande, 2120)

Redondo Creek from the mouth on Sulphur Creek to the headwaters (Rio Grande, 2106)

Jemez River from Rio Guadalupe to the confluence of the East Fork of the Jemez River and San Antonio Creek (Rio Grande, 2105.5 & 2106)

Cienegilla Creek from the inflow to Eagle Nest Lake to the headwaters (Canadian River, 2306)

Six-Mile Creek from the inflow to Eagle Nest Lake to the headwaters (Canadian River, 2306)

Moreno Creek from the inflow to Eagle Nest Lake to the headwaters (Canadian River, 2306)

Rio Guadalupe from the mouth on the Jemez River to the confluence of the Rio de las Vacas and Rio Cebolla (Rio Grande, 2106)

Willow Creek in the drainage of the Terrero Mine (Pecos River, 2214)

North Ponil Creek from the confluence with South Ponil Creek to the mouth of McCrystal Creek (Canadian River, 2306)