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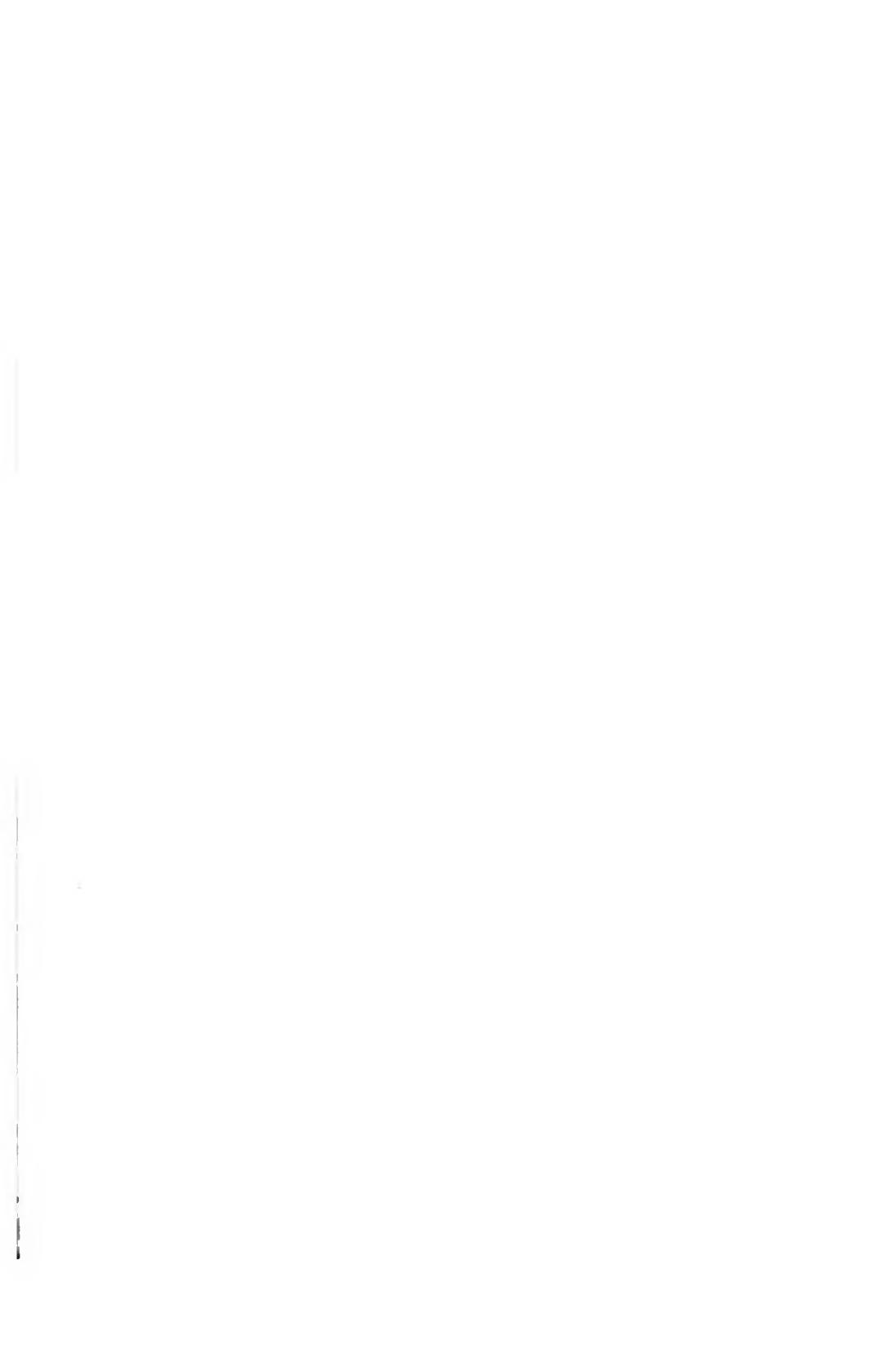








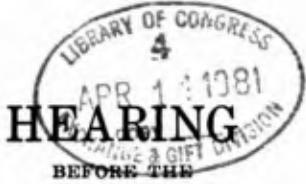








United States Congress. House, Committee on the Judiciary.  
Subcommittee on Administrative Law and Governmental Relations.  
**RED RIVER COMPACT AND CADDO LAKE COMPACT**



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**SUBCOMMITTEE ON ADMINISTRATIVE LAW  
AND GOVERNMENTAL RELATIONS**  
OF THE  
**COMMITTEE ON THE JUDICIARY**  
**HOUSE OF REPRESENTATIVES**  
NINETY-SIXTH CONGRESS  
SECOND SESSION  
ON  
**H.R. 7205 and H.R. 7206**  
**RED RIVER COMPACT AND CADDO LAKE COMPACT**

NOVEMBER 13, 1980

**Serial No. 57**



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# RED RIVER COMPACT AND CADDO LAKE COMPACT

THURSDAY, NOVEMBER 13, 1980

HOUSE OF REPRESENTATIVES, SUBCOMMITTEE ON ADMINISTRATIVE LAW AND GOVERNMENTAL RELATIONS OF THE COMMITTEE ON THE JUDICIARY,

*Washington, D.C.*

The subcommittee met, pursuant to notice, at 10 a.m., in room 2226 of the Rayburn House Office Building, Hon. George E. Danielson (chairman of the subcommittee) presiding.

Present: Representatives Danielson, Hughes, Harris, Hall, Moorhead, and McClory.

Also present: William P. Shattuck, counsel; Janet S. Potts, assistant counsel; Alan F. Coffey, Jr., associate counsel; and Florence McGrady, clerk.

Mr. DANIELSON. The subcommittee will come to order. We will have a few more members appearing very shortly. We have had a vote on the floor. We have got some important matters here. We have a very sparse, meager amount of time, so we are going to proceed. I am delighted Congressman Sam Hall of Texas is with us here this morning for more reasons than one. As a member of the Judiciary Committee he is more than welcome, but also he has a very intimate understanding of the two compacts relating to the Red River and Caddo Lake and it is with his help that we have been able to bring together the group of witnesses who can give us their testimony this morning. Sam, you brought, I know, some witnesses from Texas. I would appreciate it if you would indicate who should we call first.

Mr. HALL. I think the Corps of Engineers representative might be leadoff. Then with County Judge Richard Anderson from Harrison County, Tex., then Mr. Echols. You have Congressman Beryl Anthony from Arkansas who is interested in this from that standpoint.

Mr. DANIELSON. We have Colonel Laubscher from the Corps of Engineers. Why do you not come forward please. I believe you have someone with you. If you will bring them up and identify them for the record I would appreciate it.

**TESTIMONY OF COL. ALAN LAUBSCHER, ASSISTANT DIRECTOR, CIVIL WORKS, CORPS OF ENGINEERS, ACCOMPANIED BY LAWRENCE FLANAGAN OF THE LOWER MISSISSIPPI VALLEY DIVISION AND TERRY COOMES OF THE SOUTHWESTERN DIVISION**

Colonel LAUBSCHER. Mr. Chairman, I am Col. Alan Laubscher, Assistant Director for Civil Works, Corps of Engineers, Department

of the Army. I am pleased to testify for the Department of the Army regarding H.R. 7206 and H.R. 7205 concerning the Red River compact and the Caddo Lake compact.

Mr. DANIELSON. Who is with you?

Colonel LAUBSCHER. Accompanying me today is Mr. Flanagan who will arrive shortly, he is out making a telephone call.

Mr. DANIELSON. He has a first name or initial?

Colonel LAUBSCHER. Mr. Lawrence Flanagan.

Mr. DANIELSON. Fine. I believe he has now arrived.

Colonel LAUBSCHER. Yes.

Mr. DANIELSON. Is he an employee of the Corps of Engineers?

Colonel LAUBSCHER. He is from the Lower Mississippi Valley Division.

Mr. DANIELSON. Then he is an employee of the Corps of Engineers?

Colonel LAUBSCHER. Yes, sir. On my right I have Mr. Terry Coomes of our Southwestern Division, also a Corps of Engineers employee.

Mr. DANIELSON. Southwestern means what?

Colonel LAUBSCHER. Southwestern Division includes Texas and Oklahoma, those areas covered by the compacts.

Mr. DANIELSON. Thank you. Sir, you may proceed. Has the gentleman provided us with a written statement?

Mr. SHATTUCK. He has, Mr. Chairman.

Mr. DANIELSON. Without objection. The written statement will be included in the record in its entirety.

[The information follows:]

#### SUMMARY OF TESTIMONY OF DEPARTMENT OF ARMY ON RED RIVER COMPACT AND CADDO LAKE COMPACT

Colonel Alan L. Laubscher, accompanied by Mr. Lawrence Flanagan and Mr. Terry Coomes, provide descriptions of the area covered by each compact, a synopsis of the development of the compacts, a description of the compacts, and comments and views on H.R. 7206 and H.R. 7205.

Regarding the Red River Compact, Army does not object to enactment of H.R. 7206. It is stressed that the Compact is an agreement among the States and not binding upon the U.S. Government. Several clarifications and interpretations are given to certain provisions.

Regarding the Caddo Lake Compact, it is recommended that consideration of H.R. 7205 be deferred, until Federal review is conducted. There was no Federal participation in the Caddo Lake Compact, and the Compact has not been reviewed as the Red River Compact has been. In addition there are difficulties presented by the intention, as stated in the Compact, of the States of Louisiana and Texas to raise Caddo Dam. The dam is Federally operated and maintained; authorization and permits would be required, including investigation of the environmental impacts of any action.

#### PREPARED STATEMENT BY COL. ALAN L. LAUBSCHER, ASSISTANT DIRECTOR OF CIVIL WORKS, CORPS OF ENGINEERS, DEPARTMENT OF THE ARMY

Mr. Chairman and Members of the Subcommittee, I am Colonel Alan L. Laubscher, Assistant Director of Civil Works, Corps of Engineers, Department of the Army. I am pleased to testify for the Department of the Army regarding H.R. 7206 and H.R. 7205 concerning the Red River Compact and the Caddo Lake Compact.

Accompanying me today are Mr. Lawrence Flanagan of our Lower Mississippi Valley Division, and Mr. Terry Coomes of our Southwestern Division. Mr. Flanagan and Mr. Coomes have both worked extensively on the Federal aspects of the Red River Compact.

My testimony includes a description of the area covered by each compact, a synopsis of the development of the compacts, a description of the major aspects of

the compacts, and, finally, comments on the legislation and our interpretation of certain parts of the compacts.

Description of the Red River basin is contained in Attachment 1 of my testimony. Description of the Caddo Lake area is contained in Attachment 2.

The Red River Compact developed in the following manner. In 1955 the 84th Congress passed Public Law 346, granting the consent of Congress to the States of Arkansas, Louisiana, Oklahoma, and Texas to negotiate and enter into a compact providing for the equitable apportionment of the water of the Red River and its tributaries. The law required a Federal Chairman appointed by the President be named as a non-voting member of the Commission. His role was basically that of presiding at meetings and, in an unbiased way, acting as a catalyst in the negotiations. He also had the responsibility of protecting Federal interests in compact matters. The compact remains, of course, an agreement among the States. The first Federal Chairman was Henry C. Beckman of the U.S. Geological Survey who served until 1963. Since that time, the Federal Chairman has been the Division Engineer of the Lower Mississippi Valley Division, including Generals Davis, McDonald, Rollins, Noble, Koisch, and Marshall.

Negotiations were concluded in 1978 and a formal signing ceremony was held on Denison Dam on May 12, 1978. One might wonder why these negotiations took so long. Considering the diverse problems and water rights laws of the four states, it is not surprising. The two upstream states, Texas and Oklahoma, have appropriate water rights systems and the downstream states, Arkansas and Louisiana, operate under the riparian system. Throughout the negotiations this presented a problem.

Another major factor was that Louisiana has no reservoir sites of significant size and her needs are somewhat different from those of the other states. Louisiana, of course, was primarily concerned about some assurance of flow during periods of drought, whereas the upstream states, particularly Oklahoma and Texas, which have the reservoirs to capture the rainfall when it occurs, were comfortable talking in terms of annual allocations.

Not all of the problems have been upstream versus downstream states. In the western portion of the basin, where water is indeed a precious commodity, Texas and Oklahoma have had some hard compromises to make between themselves. In the area above Denison Dam there was a long-standing dispute concerning the water of the North Fork and Sweetwater Creek which, when settled in September 1976, was a major breakthrough in completing the Compact.

Public Law 84-346 requires that after signing of the Compact, it must be ratified by all four State Legislatures and by the U.S. Congress before it becomes legally binding. The Compact was reviewed by all agencies of the Federal Government under the coordination of the Office of Management and Budget as required by their regulations. The Red River Compact has now been ratified by all involved States and on January 28, 1980 ratifying legislation was introduced in the Senate by Senator Long of Louisiana, and on April 29, 1980 by Congressman Hall of Texas (Senate Bill 2227 and House Bill 7206).

At the time that the Red River Compact was being considered by the four States, representatives of the State of Texas requested that a subsequent compact between Louisiana and Texas be negotiated on the allocation of water in Caddo Lake during times of drought. The resulting Caddo Lake Compact was negotiated by the representatives of the two States independently of the Red River Compact.

The enabling legislation authorized Federal participation only in the Red River Compact. Therefore, the Federal representative did not participate in the negotiations on the Caddo Lake Compact and that agreement was never submitted for Administration review.

The Red River Compact is an interstate compact between Arkansas, Louisiana, Oklahoma and Texas governing the use and apportionment of water from the Red River and its tributaries. It would create an interstate compact commission to administer and enforce the terms of the Red River Compact. It contains provisions to promote an active program for control and alleviation of natural deterioration and pollution of the water of the Red River Basin, and gives the compact commission certain powers to enforce laws to prevent pollution. The Caddo Lake Compact is a related interstate compact between Louisiana and Texas governing the use and apportionment of the water of Caddo Lake, a natural Lake on Twelve Mile Bayou which is a tributary of the Red River. It would also create an interstate compact commission to administer and enforce the terms of the Caddo Lake Compact. More detailed descriptions of the Compacts' provisions are contained in the reports of the Senate Judiciary Committee on S. 2227 and S. 2228. S.2227 and S. 2228, identical to your H.R. 7206 and 7205, were passed by the Senate on September 24, 1980.

Having briefly described the area, the history of the negotiations, and provisions of the legislation, I will now proceed to a consideration of the Department of the

Army's views on the Red River and Caddo Lake Compacts. I will start with some general comments on the nature of compacts and conclude with a consideration of the two Compacts separately.

Mr. Chairman, let me state that the Department of the Army generally supports the efforts of the States to resolve disputes of mutual concern through formal compacts. As in private commercial dealings between individuals, a formal written agreement is a preferred method for resolving differences.

I would like to note that what is involved in both the Red River Compact and the Caddo Lake Compact are interstate compacts rather than Federal-interstate compacts. The difference between these two kinds of compacts is subtle but significant.

A simple interstate compact is an agreement between two or more States on matters of concern to those States which are susceptible to cooperative treatment; the United States is not a formal party to the agreement. The classic examples of these kinds of compacts are allocation of interstate waters or adjustments of boundary lines. The Federal government may participate in the negotiations but only to the extent required to facilitate an agreement between the States and to insure that the Federal interests are not prejudiced. In such cases, the constitutionally required consent of Congress would not necessarily bind the United States to the provisions contained in the compact. The Federal-interstate compact, on the other hand, is an agreement by two or more States and the Federal government on matters of mutual concern in which the Federal government becomes a party, contractually bound by the compact's provisions. The United States must, however, consent to be so bound pursuant to an act of Congress and may do so conditionally. Of course, any consent to be bound contractually would not bind any future acts of Congress. In a typical Federal-interstate compact such as the Delaware River Basin Compact, the United States not only participates in the drafting process and consents to the compact but also is a full party to the mechanics of the contract with full voting privileges.

Pursuant to the enabling legislation for the Red River Compact, the President appointed a representative of the United States to assist the States in drafting and administering the Compact. The Compact calls for the continued involvement of the United States through a nonvoting representative designated as the chairman of the Compact Commission. The United States will continue to lend assistance to the States in the administration of the Compact. However, the United States' participation should not be viewed as binding on the rights, duties or obligations of the Federal government. The fact that the United States is not a party to the Compact is emphasized by the fact that Section 12.01, dealing with termination of the Compact, does not require the participation or consent of the United States to terminate the Compact but does require the consent of all four signatory States. The fact that the Compact contains a partial waiver of sovereign immunity (on the formalities of which the Department of the Army defers to the views of the Department of Justice) should not be interpreted to mean that the provisions of the Compact are binding on the United States. The United States merely consents to be sued in any case involving the construction or application of the Compact in which the United States is an indispensable party. The United States, because of its participation in the drafting or administration of the Compacts, might be an indispensable party in litigation between two party States concerning the interpretation and application of a compact provision. By consenting to be drawn into such a dispute, the United States should not be understood to be consenting to be bound by the application of any of the Compact's provisions.

Furthermore, I point out that the parties intended that the United States' interests would not be affected. Section 2.07 of the Compact provides that:

"Nothing in this Compact shall be deemed to impair or affect the powers, rights, or obligations of the United States, or those claiming under its authority, in, over and to the water of the Red River Basin."

As the substance of the Compact is the water of the Red River Basin, Section 2.07 effectively precludes any interference in the powers, rights, or obligations of the United States.

Therefore, the provisions in Sections 2.05 and 4.05 of the Red River Compact relating to the construction of conservation pools bind only the respective States and do not authorize Federal work or obviate the need to comply with existing or future Federal laws or regulations relative to such work.

Similarly, the provision in Section 4.05(B) providing for permitting by the State of Texas on the North Fork Red River should not be interpreted to affect the authority of the United States to undertake work in the area nor to require the Federal government to obtain State permits.

Mr. Chairman, I would also like to draw the Committee's attention to three other significant provisions of the Red River Compact. Section 2.02 provides that Federal use of water in connection with an authorized Federal project shall be as authorized

by Congress and shall be charged to the State or States receiving the benefits therefrom. The "use" envisioned in this provision is consumptive use only and to the extent that a Federal Project may make use of water which does not result in a depletion of existing water resources, no State would be charged for such use.

I also note that definition of the term "water of the Red River Basin" in Section 301(d) is intended to limit the application of the Compact to surface water only. The use of ground water is not intended to be affected by the Compact.

Section 12.01 provides that the Compact may be terminated at any time by appropriate action of the legislatures of all four signatory States but that the rights established under the Compact shall continue unimpaired. First, we would emphasize that unanimous consent of the parties would be required to terminate the Compact. Therefore, no State would be free to walk away from the agreement even if released by two of the remaining States. By requiring continuation of rights created under the Compact even in the event of termination, the provision effectively binds the States to the Compact's allocation of water unless amended by all States with the consent of Congress.

With respect to the Red River Compact, I would conclude by reemphasizing that the Department of the Army views the Compact as an agreement by the interested States on matters of mutual concern which is binding only on them. The Federal interest has been adequately protected and, accordingly, the Department of the Army interposes no objection to congressional consent of the Compact through passage of H.R. 7206.

I would now like to speak to the question of congressional consent to the Caddo Lake Compact. As I indicated previously, the Caddo Lake Compact was negotiated by the States of Texas and Louisiana independently of the negotiations authorized by the enabling legislation for the Red River Compact. The Federal representative did not participate in the Caddo Lake negotiations and the Compact has not undergone full Administration review as required pursuant to guidelines issued by the Office of Management and Budget. Accordingly, the Department of the Army recommends that Congress defer consideration of the Caddo Lake Compact at this time.

I would like to emphasize that if Congress grants its consent only to the Red River Compact without consenting to the Caddo Lake Compact, the Red River Compact would become operative and would govern the allocation of water from Caddo Lake. Furthermore, a decision to defer consideration on Caddo Lake now would not prejudice the rights of the parties to enter into a subsequent agreement. Postponing a final resolution of the Caddo Lake Compact is needed because it presents special problems in that the Lake is the site of a Federal project. The provisions in the Caddo Lake Compact dealing with a raise in spillway elevation pose serious and difficult questions on the effect of congressional consent in the context of a Federal project modification and permits needed under Section 9 of the River and Harbor Act of 1899 and Section 404 of the Clean Water Act. Because these questions have not been thoroughly considered, the Department of the Army recommends that Congress defer consideration of the Caddo Lake Compact.

Mr. Chairman, this concludes my formal statement. I will be glad to answer any questions that you may have. Thank you.

#### ATTACHMENT 1—GENERAL INFORMATION ON THE RED RIVER

The 1,222-mile-long Red River rises in the high plains of eastern New Mexico, flows eastward across the Texas Panhandle, and forms the boundary between Texas and Oklahoma. It skirts the southern edge of the Kiamichi (Ouachita) Mountains of Oklahoma, then meanders across southwestern Arkansas and through the Coastal Plain of Louisiana to its confluence with the Atchafalaya River.

The total drainage area of the Red River, exclusive of the Ouachita-Black River system, is 69,200 square miles. Drainage from the upper 39,700 square miles, where valleys are wide and flat and uplands are rolling to hilly, is controlled by Denison Dam near Denison, Texas. The area of the basin below Denison Dam, exclusive of the Ouachita-Black River Basin, includes 29,500 square miles of mostly gently rolling terrain with nearly flat flood plains.

Climate in the upper portion of the basin varies from semiarid in the west to moist subhumid in the east. Both annual and seasonal precipitation are erratic. The long summers are hot and dry, and the winters are relatively mild except during occasional severe northers. Below Denison Dam the climate is humid with average annual precipitation varying from 37 inches in the west to 60 inches in the lower east portion. The average annual temperature varies from 60 degrees F. in the west to 66 degrees F. in the east.

Agriculture, processing of agricultural products, oil and gas production and processing, and limited industrial development are the predominant economic activities

in the basin. The 1970 population of the basin above Fulton, Arkansas, was about 1,030,000.

The Red River main stem flows cannot be used for many purposes due to the chloride contamination from natural and manmade sources. Generally, most tributary flows are suitable for domestic and industrial use with normal treatment.

The environmental setting of the basin reflects the influence of the varied climate and terrain. Plant life changes from the mesquite in the headwaters, to the pine forests in the middle reaches, to the semitropical cypress bayous of the Louisiana terminus. Antelope are found near the headwaters and alligators at the lower end.

From its headwaters in the northeast New Mexico to Texarkana, the Red River Basin crosses many geological formations of different time periods. However, the predominant outcrops are the Cretaceous rocks in New Mexico, Cenozoic and Mesozoic rocks in the western Texas Panhandle, Permian rocks below the caprock west of Wichita Falls, and Cretaceous rocks from Wichita Falls to Texarkana. Geologically the Red River exhibits the most complete set of alluvial terraces of the Pleistocene epoch of any American river.

Archaeological records of the Red River Basin reveal the presence of man along the river from the past 12,000 years. In prehistoric times, the earliest people were the Paleo-Indian hunters who killed mammoth and now extinct bison for food. The archaic people, who followed the Paleo-Indians in time, were hunters also, but had a more varied diet of animals and plants. With the introduction of agriculture for their main subsistence, Caddo, Wichita, Apache, Comanche, Kiowa, and Pueblo Indians inhabited the Red River Basin. Later, other tribes moved into Oklahoma from the north and east. Early white explorers knew of the Red River and the French had established trade in the basin by the late 18th Century. The Red River has played a consistent and important role in human history in the southwest.

#### ATTACHMENT 2—GENERAL INFORMATION ON CADDO LAKE

Caddo Lake, known in early reports as "Ferry" or "Fairy" Lake, is a 26,800 acre natural lake in northeastern Texas and northwestern Louisiana. It is on Twelve Mile Bayou, which is a tributary to the Red River. It is known for its extensive stands of cypress. Caddo was a natural shallow lake without a dam until early in this century. In the 19th Century it helped provide extensive river boat navigation to Jefferson, Texas. When railroads made Dallas the transportation link of the region, river commerce declined.

The original dam, located in Caddo Parish about 18 miles northwest of Shreveport, at the foot of the natural lake, was authorized in 1910 as a feature of the Cypress Bayou and Waterway between Jefferson, Texas, and Shreveport, Louisiana. The dam was completed in December of 1914 for the purpose of maintaining shallow draft navigation above the Dam, through Cypress Bayou between Morringsport, Louisiana, and Jefferson, Texas. The cost of the dam to the Federal Government was \$100,000. As originally built, the dam consisted of concrete walls to about elevation 170.5 feet m.s.l. separated by a 2,953-foot concrete fixed type spillway at about elevation 168.5.

In June 1922, a section of the dam, about 1,600 feet from the south end, failed from seepage and undermining. An earth dike was constructed above the break by local interests to preserve the water levels. In 1923 a permanent closure was made. The dam slowly deteriorated until in 1954 substantial leakage occurred and the dam was in danger of failure.

Although use of the waterway for commercial traffic had long ceased and it was no longer maintained for navigation, the lake had become important to the economy of the area because of its use for water supply, recreation, and oil well operations. Replacement of the dam was authorized by the Flood Control Act of October 17, 1965, PL 89-298. Federal participation was limited solely to the replacement of the dam and non-Federal interests retained all prior rights to waters in the lake. Construction of the replacement dam began in August 1968 and was completed on June 18, 1971. The dam consists of 2,400 linear feet of concrete wall, of which 860 feet is at a crest of 168.5 feet m.s.l. and the remaining 1,540 feet at a crest of 170.5 m.s.l., and about 1,200 linear feet of earth embankment at Elevation 176.0 feet m.s.l., extending from the hills south of Caddo Lake to the concrete walls. Below the concrete wall, collecting ditches channel low flows to and over a 100-foot-wide concrete ogee weir at Elevation 160.5 feet m.s.l. and into a final stilling basin. The dam is so designed as to simplify modification that will permit raising the controlled lake level to a maximum of four feet to provide additional water supply storage in the lake.

No Federal Government real property interest exists in Caddo Lake or the adjacent land areas. The authorizing Act required that the Caddo Levee District furnish

the lands and rights-of-way necessary for construction of the replacement dam and assure subsequent operation and maintenance.

The area adjacent to the dam, owned by the Caddo Levee District, is open to the public. Additionally, the Caddo Parish Police Jury has created a 42-acre public park on the left descending bank of the Lake above one mile upstream of the dam. The park was a three-lane launch ramp with a parking lot for 40 cars and trailers. Existing, or planned for near future, are many recreation facilities, including a fishing pier, camp sites, picnic tables, fire grills, a baseball diamond, and open playing fields.

The Flood Control Act of 1965 was modified by the Water Resources Development Act of 1976 (PL 94-587, Sec 114), approved 22 October 1976, to provide that operation and maintenance of the project shall be the responsibility of the Secretary of the Army acting through the Chief of Engineers. Under this authority, the Corps has been given the responsibility for operation and maintenance of the dam structure and lands at the dam site only, currently in ownership of the Caddo Lake District. This new Corps responsibility will be carried out in a manner to assure the preservation of the structural integrity and safety of the dam and appurtenant works for the useful life of the project. Corps responsibilities primarily involve engineering inspections, remedial repairs, and maintenance of the structure and grounds at the dam site.

Study of the feasibility of enlarging Caddo Lake was funded for initiation in fiscal year 1981.

Mr. DANIELSON. But you are free to proceed.

Colonel LAUBSCHER. Thank you sir. The written testimony details the history and description of the compacts. I would now like to briefly summarize the Department of the Army comments on the legislation.

Mr. DANIELSON. Fine.

Colonel LAUBSCHER. The Department of the Army generally supports the efforts of the States to resolve disputes of mutual concern through formal compacts.

Both the Red River compact and the Caddo Lake compact are interstate compacts rather than Federal-interstate compacts. The difference is subtle but significant.

A simple interstate compact is an agreement between two or more States and the United States is not a formal party to the agreement. The Federal-interstate compact, on the other hand, is an agreement by two or more States and the Federal Government in which the Federal Government becomes a party, contractually bound by the compact's provisions.

Pursuant to the enabling legislation for the Red River compact, the President appointed a representative of the United States to assist the State in drafting and administering the compact. The compact calls for the continued involvement of the United States through a nonvoting representative designated as the chairman of the Compact Commission. The United States will continue to lend assistance to the States in the administration of the compact. However, the U.S. participation should not be viewed as binding on the rights, duties, or obligations of the Federal Government.

It is clear that the parties intended that the U.S. interests would not be affected. Section 2.07 of the compact provides that:

Nothing in this Compact shall be deemed to impair or affect the powers, rights, or obligations of the United States, or those claiming under its authority, in, over and to the water of the Red River Basin.

This effectively precludes any interference in the powers, rights, or obligations of the United States.

The provisions of the compact relating to the construction of conservation pools do not authorize Federal work or obviate the

need to comply with existing or future Federal laws or regulations relative to such work.

I also note that the use of ground water is not intended to be affected by the compact.

I would reemphasize that the Department of the Army views the Red River compact as an agreement by the interested States on matters of mutual concern which is binding only on them. The Federal interest has been adequately protected and, accordingly, the Department of the Army interposes no objection to congressional consent of the compact through passage of H.R. 7206.

Now as to the Caddo Lake compact, I stress that it was negotiated by the States of Texas and Louisiana independently of the negotiations authorized by the enabling legislation for the Red River compact. The Federal representative did not participate in the Caddo Lake negotiations and the compact has not undergone full administration review as required pursuant to guidelines issued by the Office of Management and Budget.

The Caddo Lake compact presents special problems in that the Lake is the site of a Federal project. Because of the lack of full Federal review, the Department of the Army recommends that Congress defer consideration of the Caddo Lake compact.

Mr. Chairman, this concludes my formal statement. I will be glad to answer any questions that you may have. Thank you.

Mr. DANIELSON. I note sir on the Red River compact a commission has been set up. I believe it would have two members from each State.

Colonel LAUBSCHER. Two members from each State and a Federal chairman.

Mr. DANIELSON. But federally appointed by the present nonvoting chairman?

Colonel LAUBSCHER. Yes, sir.

Mr. DANIELSON. Caddo Lake has three members from each of the two States but no Federal representative?

Colonel LAUBSCHER. Yes.

Mr. DANIELSON. On Caddo Lake the Department of Justice recommends that there be a seventh member, an appointee of the Federal Government also to serve as a chairman but also as a nonvoting member. Have you and your group, the Army Corps of Engineers come to a point where you can make the recommendation one way or another on that?

Colonel LAUBSCHER. I do not believe we can make a recommendation on that.

Mr. DANIELSON. Talk it over with your associates and see if we cannot get a little action out of them.

Colonel LAUBSCHER. I think we would defer to Justice on this matter. If it was their recommendation we would have no objection.

Mr. DANIELSON. OK, I get the point. I have no further questions of you Colonel. Mr. McClory of Illinois, this is the position of Corps of Engineers on Caddo Lake and Red River.

Mr. McCLORY. Thank you very much, Mr. Chairman. I do not have any questions. I think in general on the subject of an interstate compact we should respect the views of the States and their decisions. Thank you very much.

Mr. DANIELSON. Thank you very much, Mr. McClory. That is generally the policy of this subcommittee; if possible to go along with the States on all these interstate compacts. They are fundamentally State business anyway. We simply are exercising our constitutional right and duty of looking into them and approving them or disapproving. Mr. Coffey, you were here during the testimony. Do you have any questions?

Mr. COFFEY. I appreciate it, Mr. Chairman. Colonel, there are a couple of things I would like to ask if I can.

Colonel LAUBSCHER. Yes, sir.

Mr. COFFEY. First when did the separate negotiations begin on Caddo Lake?

Colonel LAUBSCHER. It was rather late in the game, in fact after the original had been along for quite a while.

Mr. FLANAGAN. The Federal review had taken place on the Red River compact and the Federal chairman had been given authority to sign the Red River compact. The ratifying processes by the four States was in process when Caddo Lake compact came into being.

Mr. COFFEY. Approximately what year?

Mr. FLANAGAN. I would say in 1978. I am guessing at that year.

Mr. COFFEY. During that 2-year period the Corps of Engineers did not have any opportunity to informally affect the terms of the compact, to discuss it in any way with them?

Colonel LAUBSCHER. As far as I know we were not requested to.

Mr. COFFEY. By the States?

Mr. FLANAGAN. The Federal chairman was requested to review the Caddo Lake compact and the Federal chairman did review the Caddo Lake compact and indicated that because there was no Federal participation that he could not fully endorse the Caddo Lake compact and this was made mention in his transmittal letter in which he recommended the Red River compact for approval.

Mr. COFFEY. The terms of the Red River compact, the provisions that deal with Caddo Lake, if Congress ratified the Red River compact and did not act on Caddo Lake, would there be a substantial difference in terms of how Caddo Lake would be treated? Are the provisions in any way in conflict?

Colonel LAUBSCHER. I do not believe they are in conflict. The Caddo Lake merely spells out greater detail.

Mr. COFFEY. Thank you.

Mr. DANIELSON. Mr. Hall?

Mr. HALL. Can you elaborate on your statement to the effect that insufficient Federal review was conditioned on the Caddo Lake compact and did the Corps of Engineers ever attempt to participate in negotiations between Texas and Louisiana on the Caddo compact? And lastly do you know of any Federal agency that attempted to give its input to the Caddo compact? Let me preface your answer by saying this. Do you recall we had a hearing in Texas a year or so ago when it was requested by me that the Corps of Engineers conduct an environmental impact study, to the Colonel at that time, with reference to this matter?

Colonel LAUBSCHER. Environmental impact statement on what?

Mr. HALL. On this whole Caddo Lake compact proposition. Colonel Sands was there.

Colonel LAUBSCHER. I am not familiar with that request.

Mr. FLANAGAN. As I recall that hearing sir, the States asked that they be given a chance to work out their differences with the Caddo Lake compact which had not been consummated at the time of the hearing. As I recall that is pretty much the way the hearing was left; they would try to get together and work out differences in that Caddo Lake compact.

Mr. HALL. Did the corps ever attempt to participate in negotiations between Texas and Louisiana on this Caddo Lake compact?

Mr. FLANAGAN. No.

Mr. HALL. Why?

Mr. FLANAGAN. They were not asked to participate.

Colonel LAUBSCHER. I believe we were not requested to review the compact until after it was completed as Mr. Flanagan has indicated.

Mr. FLANAGAN. Yes.

Mr. HALL. That is all the questions I have.

Mr. DANIELSON. Mr. Harris of Virginia.

Mr. HARRIS. Thank you, Mr. Chairman, no questions.

Mr. DANIELSON. One question only, Mr. Flanagan. You used the term "Federal chairman" two or three times in your presentation. What do you mean by Federal chairman?

Mr. FLANAGAN. There has been over the years a Federal chairman appointed by the President who also happened to be the division engineer of the lower Mississippi Valley Corps of Engineers.

Mr. DANIELSON. You mean is now or has been in the past?

Mr. FLANAGAN. Has been in the past. There have been, I think, six or seven division engineers. General Marshall, who was the last Federal chairman, has retired.

Mr. DANIELSON. That is not George Catlett Marshall, is it? There have been other General Marshalls? Please give his rank and full name. I want the record here to be complete.

Mr. FLANAGAN. I will have to refer to my record here.

Mr. DANIELSON. Maybe I can find it. I saw a name here.

Mr. FLANAGAN. R. C. Marshall, major general.

Mr. DANIELSON. All right, of the Corps of Engineers?

Mr. FLANAGAN. Yes, sir.

Mr. DANIELSON. All right.

Mr. FLANAGAN. He retired in June and a new Federal chairman has not been appointed.

Mr. DANIELSON. But he is not chairman of the Caddo Lake Commission?

Colonel LAUBSCHER. Sir, this is the Red River compact.

Mr. DANIELSON. Is he chairman of the commission on the Red River compact?

Mr. FLANAGAN. General Marshall was and he has retired, so there is no chairman at the moment.

Mr. DANIELSON. I see. Well then, what would a Federal chairman have to do at Caddo Lake since there is none?

Colonel LAUBSCHER. There is no current chairman for the Caddo Lake.

Mr. DANIELSON. Let me make this request: I request that the Corps of Engineers, and you know your table of organization better than I do or very well; that you look into it as quickly as possible

and give us any pertinent comments you have, even if they are simply that there is no problem at all.

Mr. FLANAGAN. Yes, sir.

Mr. DANIELSON. Because we do not wish to hold these matters up if we can avoid doing so. We do respect the responsibility and role of the Corps of Engineers along with that of other people. But we urge that you give it prompt, vigorous, continuous attention until you can give us an opinion on it.

Colonel LAUBSCHER. Yes, sir.

Mr. DANIELSON. Thank you very much Colonel and your associates. Who do you recommend next, Sam?

Mr. HALL. I would recommend Mr. Douglas Caroom, assistant attorney general for the State of Texas. He will be the spokesman for the State of Texas in support of both compacts. He, I presume, would be allowed to call on others in the audience for pertinent comments.

Mr. DANIELSON. Fine. Mr. Caroom you are invited to come forward. I would suggest to save time you bring whomever with you as part of your panel so we can move quickly on this presentation.

**TESTIMONY OF DOUG CAROOM, OFFICE OF THE TEXAS ATTORNEY GENERAL, LEGAL ADVISER TO THE TEXAS RED RIVER COMMISSION, ACCOMPANIED BY SETH BURNITT, REPRESENTING THE EXECUTIVE DIRECTOR, TEXAS DEPARTMENT OF WATER RESOURCES; ROBERT WHITENTON, INTERSTATE COMPACTS COORDINATOR, TEXAS DEPARTMENT OF WATER RESOURCES; FRED PARKEY, GENERAL MANAGER, RED RIVER AUTHORITY OF TEXAS; KENNETH NELSON, RED RIVER COMPACT COMMISSIONER FOR TEXAS; AND HOMER TANNER, MANAGER, NORTHEAST TEXAS MUNICIPAL WATER DISTRICT AND REPRESENTING THE EXECUTIVE BOARD, RED RIVER VALLEY ASSOCIATION**

Mr. DANIELSON. Mr. Caroom, kindly identify yourself and your associates for the record. Then we can proceed.

Mr. CAROOM. Thank you, Mr. Chairman. My name is Doug Caroom, assistant attorney general of the State of Texas, I serve as legal adviser to the Texas Red River compact Commissioner.

I will be the primary spokesman for the State of Texas today. With me on my immediate right is Mr. Ken Nelson, Texas Red River compact Commissioner. On Mr. Nelson's right is Mr. Homer Tanner representing the executive directors of the Northeast Texas Municipal Water District and also representing the executive committee of the Red River Valley Association.

To my immediate left is Mr. Fred Parkey, representing the Red River Authority of Texas and former Red River compact Commissioner for the State of Texas; on Mr. Parkey's left is Mr. Bob Whitenton, interstate compacts coordinator for the department of water resources. On his left is Mr. Seth Burnitt, representing the executive director of the Texas Department of Water Resources. All these gentlemen appear here today in favor of both the Caddo Lake and Red River compacts.

Mr. DANIELSON. Very well. Thank you very much, Mr. Caroom. Now you go ahead and present your case. I would suggest that you sort of hit the highlights because we have quite a few witnesses.

Mr. CAROOM. I will be brief, Mr. Chairman. I would like primarily to respond to the corps statements pertaining to Caddo Lake.

Let me give the committee a little bit of background on Caddo Lake, why the compact was negotiated and the sequence, some of the questions you were asking the corps.

The Red River compact was signed in May of 1978. Shortly after the compact was signed, the city of Shreveport, La., filed application with the Corps of Engineers to put a 6-foot diameter pipeline into Caddo Lake to pump water out of it for municipal water supply.

A considerable dispute erupted in the Caddo Lake area on both sides of the State line, people being concerned that the Red River compact, itself, did not provide sufficient protection to Caddo Lake and that the city of Shreveport might drain the lake or lower it significantly and do tremendous environmental harm.

In order to address this concern, and address some of the objection to the Red River compact which was resulting from that, the Governors of Texas and Louisiana each appointed three members of a negotiating committee to negotiate a solution to the Caddo Lake problem.

The Texas representatives were our Red River compact Commissioner, at the time Mr. Parkey; Mr. Bill Huffman from Marshall, former mayor of the city of Marshall, Tex., immediately on the banks of Caddo Lake, and Mr. Ed Howard, State senator, whose district included Caddo Lake.

This compact was negotiated in 90 days, which may be the world's record for how quickly an interstate compact has been negotiated.

Mr. DANIELSON. When did you go to work on it? When did the 90 days commence?

Mr. CAROOM. The committee was appointed in late August or early September. The compact, it may be more than 90 days, maybe 120.

Mr. DANIELSON. What year?

Mr. CAROOM. The compact was signed in January of 1979, Caddo.

Mr. DANIELSON. So it would have been in the fall of 1978 up to January of 1979?

Mr. CAROOM. Right, that is correct, Mr. Chairman.

Our reason for leaving the Corps of Engineers out was simply the time that was involved. We had to negotiate a Caddo Lake compact and have the problem solved by January when the Texas Legislature came into session, so that we could present them a bill and get both the Red River and Caddo Lake compacts through the Texas Legislature.

We did this. Immediately upon agreement and signature of the Caddo Lake compact we sent a copy of the compact to General Marshall, the Federal Chairman of the Red River Compact Commission, requesting him to review, approve and sign it on behalf of the Federal Government. General Marshall stated that he couldn't sign it on behalf of the Federal Government, he hadn't been involved in the negotiations. He did, however, review it and let me read the committee an excerpt of General Marshall's letter of February 14, 1979, to me. He states:

As Federal Chairman of the Red River compact Commission, I believe the Caddo Lake compact is in full accord with the purposes stated in the Red River compact and I have no objection to the submission of the Caddo Lake compact to Congress.

Mr. DANIELSON. Is that the entire letter or not?

Mr. CAROOM. No, that is the concluding sentence of the letter.

Mr. DANIELSON. All right. I would like, if we may, make a copy of that letter.

Mr. CAROOM. Certainly.

Mr. DANIELSON. I would like, without objection, to include the copy of the letter in our record. Is there objection? Hearing none, it is so ordered.

Mr. CAROOM. I will provide a copy to your clerk at the conclusion of my testimony.

[The information follows:]

FEBRUARY 14, 1979.

Mr. DOUG CAROOM,  
Assistant Attorney General,  
Environmental Protection Division,  
Austin, Tex.

DEAR MR. CAROOM: I am writing in regard to your letter of 2 February 1979 concerning a new Interstate compact on Caddo Lake. It is pleasing to learn that the states of Louisiana and Texas have been able to resolve their disputes concerning use of Caddo Lake water. The joint committee that reached this agreement and drafted the compact is to be commended.

As you requested, I have reviewed this two-state compact; however, I do not believe it would be appropriate for me to sign the document since I did not participate in the negotiations. Also, your letter indicates that both states worked under the assumption that the original legislation authorizing negotiation of the Red River compact (Public Law 84-346) is sufficiently broad to authorize negotiation of this new compact. I question whether the consent of Congress granted in that legislation is applicable to the Caddo Lake compact and therefore suggest deletion of paragraph 2 of the Preamble to the compact. In this regard, I do not believe prior consent of Congress is needed to enter into such interstate compacts.

Approval by the Congress of the United States should be obtained after ratification of the Caddo Lake compact by the legislatures of Texas and Louisiana. As Federal Chairman of the Red River compact Commission, I believe the Caddo lake compact is in full accord with purposes stated in the Red River compact, and I have no objection to the submission of the Caddo Lake compact to Congress.

Sincerely,

R. C. MARSHALL,  
Major General, USA,  
Chairman, Red River Compact Commission,  
Division Engineer.

Mr. CAROOM. Following this letter the Caddo Lake compact was again discussed at the September 1979 meeting of the Red River Compact Commission. The minutes of that meeting reflect, again, the Federal Chairman's statement that there is no conflict between the Red River compact and the Caddo Lake compact.

So I think on balance the record will show that the Federal Government, the administrative arm of it, has had the Caddo compact for almost 2 years now and it has undergone substantial review.

The review provided by the Federal Government on compacts generally is extremely slow. Prior to General Marshall's signature of the Red River compact, 3 to 6 months were consumed while he circulated the draft copy of the compact to all the different branches of the Federal Government to obtain their approval so he could sign it and then the bills could be submitted and Federal review could again be obtained.

We simply did not have the time to go through that procedure on the Caddo Lake compact. It was a conscious decision to leave the Corps of Engineers out.

Mr. DANIELSON. Sir, let me interrupt, because I think maybe my questioning or some of the other questioning may have led to a misapprehension. We are not criticizing even implicitly the actions of the State of Texas or the State of Louisiana as to why the corps hasn't been brought in, nor are we criticizing the corps for not having inserted themselves into something into which they were not invited.

We just want to get a idea of how long it has been pending. Has there been an opportunity for public opinion to surface? There is no criticism of anybody. I think anybody has been in government as long as I have, and some of my colleagues know that nothing happens overnight. Many things never happen.

So the fact that you are here in 2 years is not bad.

Mr. CAROOM. I appreciate that, Mr. Chairman, thank you. Let me conclude by pointing out two considerations to the committee. The first is, as a legal matter, administrative review by the Federal Government is not necessary for the compact to be effective.

In 1893 the Supreme Court decided the case of *Virginia v. Tennessee*. In that case the compact was held to be effective without authorizing Federal legislation, without express ratification by Congress, and without any administrative review.

Mr. DANIELSON. I would invite that court to review the Constitution which has a different provision in it. We happen to follow that provision.

Mr. CAROOM. That Court found implicit approval by Congress.

Mr. DANIELSON. That Court was wrong. Haven't you ever heard of a court being wrong?

Mr. CAROOM. The Supreme Court?

Mr. DANIELSON. Yes, the Supreme Court. It overrules every time it finds itself to be wrong and that is pretty often.

Mr. CAROOM. They haven't overruled this one yet.

Mr. DANIELSON. Well, we have.

Mr. CAROOM. The other thing I would like to point out to the committee is a practical consideration. The city of Shreveport still has plans, still has a permit either pending or issued, we have been unable to discover which, which is expressed based on the Caddo Lake compact, expressly predicated upon.

The State of Texas at least is on record as saying it is going to have to sue the city of Shreveport and the Corps of Engineers if that permit is issued without a Caddo Lake Co. in existence to protect the lake, because the city of Shreveport putting the pipeline in without the compact will be disastrous to the lake and everybody associated with it recognizes that.

Mr. Chairman, I would be happy to answer any questions you have.

Mr. DANIELSON. I have no questions. Mr. McClory of Illinois.

Mr. McCLORY. Well, the point seems to be that the Red River compact which there seems to be no problem about, could be approved. Couldn't we just defer the Caddo Lake compact? There really hasn't been time, you haven't had the necessary review of that.

Is there any reason why we couldn't act on one without the other? Do we have to act on both of them at this time?

Mr. CAROOM. I would most definitely recommend that you do act on them both at this time. First, there has been a lot of review although it is not expressly indicated by the corps' statement. They have had it for 2 years.

Second, I think as a practical matter the Caddo Lake compact is going to die if it does not go through with the Red River compact. The big incentive for the Caddo Lake compact, initially, was to remove the objections to the Red River compact which threatened its viability.

If the Red River compact passes, then that big incentive for the Caddo Lake compact no longer remains.

So I think they both need to go together.

Mr. McCLORY. One question I have: In the legislation regarding the Red River compact, it says on page 34, section 12.01:

This compact may be terminated at any time by appropriate action of the legislatures of all the four signatory States. In the event of such termination all rights established under it shall continue unimpaired.

I have a little problem understanding how, if you terminate the compact, that all the rights under the compact continue unimpaired. Isn't that contradictory?

Mr. CAROOM. I don't believe so, it was not intended to be. Let me give an example. If, for example, a downstream State on the Red River granted a water right to one of its residents in reliance upon the fact that water would be available from the upstream State because of compact provisions, that water right subsequently recognized by the downstream State would continue as a valid water right even though the compact was subsequently done away with by joint action of all States.

Mr. McCLORY. I think then what that means is that the rights which are granted as a result of the approval of the compact would not be impaired by the termination? Or that rights which are created or established during the time that the compact is in effect, shall not be terminated just because the compact is terminated?

Mr. CAROOM. I believe that is a fair statement, yes.

Mr. McCLORY. Thank you, Mr. Chairman.

Mr. DANIELSON. Mr. Hughes of New Jersey.

Mr. HUGHES. Thank you, Mr. Chairman.

I am going to defer my questions.

Mr. DANIELSON. Mr. Hall of Texas.

Mr. HALL. If only the Red River compact was approved at this time, would that enactment govern the allocation of water from Caddo Lake?

Mr. CAROOM. The Red River compact provides for an equal division of the water from Caddo Lake.

Mr. HALL. Fifty-fifty, as I understand.

Mr. CAROOM. Fifty-fifty. That is a very broad general provision, not precise. It was originally envisaged that once the Commission was established it would make some operating rules to govern that a little more precisely. The Caddo Lake compact spells out in great detail what the operating rules would be, it dedicates a major portion of Caddo Lake to stay there and not to be used except under emergency conditions and protects Caddo Lake. This protec-

tion would be unavailable if the Caddo Lake compact were not passed along with the Red River compact.

Mr. HALL. If the Caddo Lake compact was not approved at this time would that allow Shreveport, La., to construct a 6-foot diameter line from Caddo into Louisiana as they have attempted to do in the past?

Mr. CAROOM. If they could get a permit from the Corps of Engineers authorizing that, yes, it would.

Mr. HALL. Isn't there a lawsuit pending or was there not a lawsuit pending in the Federal district court in East Texas enjoining Shreveport from going forward with that diversion of water from Caddo Lake?

Mr. CAROOM. Such a lawsuit was filed. It is my recollection and I am not sure, that this lawsuit was voluntarily stayed by the parties involved pending the Corps action on the permit application.

Mr. HALL. There is one other question, Mr. Chairman, if I may ask it of this witness.

A point of contention affecting the Caddo Lake compact is the wording in section 8(a), having to do with compensation of the land. You and I have discussed this previously, Mr. Caroom.

Testimony presented alleges that should the Caddo Lake be enlarged, property owners on the Texas side would only be compensated for the cost of the land and flowage easements, while property owners in Louisiana would be compensated at the current market value of the land.

If this is the case, where is the equity in such an arrangement? And if it is allowed to stand this way, aren't you allowing compensation in Texas to be different from that in Louisiana in the event that this compact is approved as it now reads?

Mr. CAROOM. Mr. Hall, thank you for giving me an opportunity to clarify this. I know it has been a cause of some concern in the area. Caddo Lake in Louisiana, the shores of Caddo Lake in Louisiana, is already owned by the State of Louisiana.

In Texas, as you know, it is privately owned still. For the enlargement to take place, a governmental entity in the State of Texas would, under its own independent State statutory authority, have to condemn or purchase the flowage easements.

This provision is intended to, and I believe does say, that that political subdivision in Texas which had independently condemned or purchased at market value, would be reimbursed for its actual cost after that had occurred; whereas, in Louisiana, because they already own the property, we couldn't say they would be paid for their cost. So we said they would be paid for the market value.

But the Texas property owners will receive full value for their property if this enlargement ever takes place and if their property is ever condemned or purchased.

Mr. HALL. All right. That is all I have.

Mr. DANIELSON. I think I followed that, but, Mr. Hall, are you satisfied with the answer stated as covering your concern? I am not sure I followed it all.

Mr. HALL. If Mr. Caroom is stating to me that the citizens of Texas, in the event that Caddo Lake is enlarged, will be compensated based upon the current cash market value of their property, if that is what you are saying, I am satisfied.

Mr. CAROOM. They certainly will, Mr. Hall. If that is not clear, let's make it crystal-clear, they will be compensated at full market value. It would be unconstitutional to do otherwise and that is not our intent in any way.

Mr. DANIELSON. I think the record is real clear on that now. That is probably better than cost as a measure of damages.

Caddo Lake, and I think I understand this, Caddo Lake is a natural lake and it forms a tributary to the Red River.

Mr. CAROOM. That is correct, Mr. Chairman.

Mr. DANIELSON. Under the compact there would be a raising of the threshold, the drainage threshold from Caddo Lake into the river, ultimately, would it not, to increase the size of the lake?

Mr. CAROOM. The Caddo Lake compact addresses that possibility. The Caddo Lake compact does not require or authorize that in any way. It says: "If this takes place, this is how we will divide the cost and this is how we will supply the water."

All the steps which I would have to take under Federal law and under State law to raise Caddo Lake prior to the compact will still have to be taken after the compact.

Mr. DANIELSON. The compact simply provides that the right to use the water should be divided equally between the two States.

Mr. CAROOM. It provides an advance agreement as to allocation of costs and water in the event that is done.

Mr. DANIELSON. Are there further questions?

Mr. HALL. May I ask one question in view of that, Mr. Chairman?

Mr. DANIELSON. Surely.

Mr. HALL. If that be true and just for the benefit of the record, the deepest part of Caddo Lake is in Louisiana, is that not correct?

Mr. CAROOM. That is correct.

Mr. HALL. It backs up toward Texas and gets rather shallow in areas. Now, if you take 50 percent of that water out, are you not going to drain that shallow part of Caddo Lake in Texas?

Mr. CAROOM. If you take 50 percent of the water out, you will.

Mr. HALL. So, what you are saying, then, is if the Caddo Lake compact is not approved at this time, it would allow the State of Louisiana to take 50 percent of the water which in effect would drain the shallow part of Caddo Lake?

Mr. CAROOM. That is a definite possibility, Mr. Hall.

Mr. HALL. That is all.

Mr. DANIELSON. Thank you very much.

If you have no other presently not clear information to present, we thank you and your group and wish you well and please do not construe our questions as expressing any kind of doubt.

Mr. CAROOM. Thank you, Mr. Chairman. We appreciate the committee's hospitality.

Mr. DANIELSON. Thank you. Did you have something else?

Mr. HALL. Congressman Beryl Anthony from Arkansas and Buddy Leach from Louisiana, who, I understand, are interested in this.

Mr. DANIELSON. Fine. Won't the both of you please come forward.

Since Mr. Anthony's name came in first, why don't we allow you to first make your comment?

**TESTIMONY OF HON. BERYL ANTHONY, JR., A REPRESENTATIVE IN CONGRESS FROM THE STATE OF ARKANSAS, AND HON. CLAUDE "BUDDY" LEACH, A REPRESENTATIVE IN CONGRESS FROM THE STATE OF LOUISIANA, ACCOMPANIED BY JOHN F. GIBSON, LEGAL REPRESENTATIVE**

Mr. DANIELSON. If you have a written statement, it is received in the record in its entirety, unless there is objection. And there is no objection. So please proceed, sir.

[The statement of Mr. Anthony follows:]

**STATEMENT OF HON. BERYL ANTHONY, JR., CONGRESSMAN, FOURTH CONGRESSIONAL DISTRICT, STATE OF ARKANSAS**

Mr. Chairman, thank you for affording me the opportunity to testify before the subcommittee regarding the Caddo Lake and Red River compacts of Texas, Oklahoma, Louisiana and Arkansas.

I represent the Fourth Congressional District of Arkansas which is vitally interested in development of the Red River. The original proposals of the Four States Compact Commission did not recommend a water supply above minimum flow which would support barge transportation between Shreveport, Louisiana, and Index, Arkansas. This would be unacceptable and very harmful to future navigation prospects from Shreveport upstream to Arkansas.

However, it is my understanding that the Red River Commission and the Compact Commissioners have reconsidered additional data furnished by the U.S. Corps of Engineers which would release additional water to support such barge transportation.

With the new allocations allowing additional water to support barges to Index, Arkansas, I would support the Four States Compact and would further urge its adoption by the Congress.

Mr. ANTHONY. Thank you, Mr. Chairman.

I have submitted my testimony previously for the record and I do ask that it be submitted.

Mr. DANIELSON. It is already in.

Mr. ANTHONY. On my left is John Frank Gibson from Arkansas. He is Arkansas' representative on the Legal Advisory Committee of the Red River Compact Commission. He happens to be my resident expert. So any questions that the committee would have he has been working on this compact from the inception and he knows it very well.

I am here because I represent the Fourth District in Arkansas and the Red River does flow throughout the southwest portion of my district.

I have no direct interest in the Caddo compact in that it is a problem more of Louisiana and Texas and only in that it is somewhat tied to the Red River Commission as Mr. McClory has brought out, would I be interested in it. My main concern is that the original proposal of the four States Compact Commission did not recommend a water supply above minimum flow which would support barge transportation between Shreveport, La., and Index, Ark.

This would have been unacceptable and would be very harmful to future navigation prospects from Shreveport upstream to Arkansas.

However, it is my understanding that the Red River Commission and the Compact Commissioner have now reconsidered additional data furnished by the U.S. Corps of Engineers which would release additional water to support such barge transportation.

If this new allocation is made and if that is a correct understanding, and if that correct understanding will be carried forward to allow the additional water to support barges to Index, Ark., then as a representative of the Fourth District I would throw my full support behind the four States Compact and would then further urge its adoption by your subcommittee, by the full committee and also by the Congress.

Mr. DANIELSON. Thank you very much. Did Mr. Gibson have anything he would like to add or feel should be added?

Mr. GIBSON. Thank you. I did not actually realize I would be able to have the opportunity to appear here until a couple of days ago. Although I have been connected with the negotiations of the compact for several years, actually since 1967, I did not have a prepared statement. I came to answer any questions that might be presented to that part of the compact which Arkansas is interested in. I might add to what Congressman Anthony stated, that Arkansas has agreed with respect to the main stem of the Red River that when the low flows at the Arkansas-Louisiana State line reach 1,000 cubic feet per second, that historically the flow at Index, Ark., near the Arkansas-Texas State line is 526 ft<sup>3</sup>/s. Therefore, at that point Arkansas is satisfied that the upstream States of Texas and Oklahoma will be the ones that contribute to the flow that is required to meet the 1,000 ft<sup>3</sup>/s requirement at the Arkansas-Louisiana State line. We did work that out finally.

Mr. DANIELSON. Let me ask you one question, because you have lost me on the ft<sup>3</sup>/s, and so forth. Did you say you agree with that?

Mr. GIBSON. Yes, sir.

Mr. DANIELSON. All right. Thank you.

Mr. GIBSON. I might also add Arkansas is not in any way interested with what happens on Caddo Lake. We would like to see the Red River compact passed without having to hold it up to consent to the Caddo Lake compact.

Mr. DANIELSON. You just want it passed, you are for that?

Mr. GIBSON. Yes, sir.

Mr. DANIELSON. Thank you very much. Thank you both for coming.

Mr. Leach, can we hear from you? If you have submitted a written statement it will be received in the record unless there is objection, and there is no objection.

#### TESTIMONY OF HON. CLAUDE (BUDDY) LEACH, A REPRESENTATIVE IN CONGRESS FROM THE STATE OF LOUISIANA

Mr. LEACH. Thank you, Mr. Chairman. I appreciate the opportunity of making some remarks for the record here today. First I would like to address my remarks with regard to the Red River compact. I think the committee has already heard from the corps and offerings from the State of Texas. I, as you know, have officials from the State of Louisiana who will be speaking for the State in a moment. Very quickly, I would state that the Red River compact certainly should not be held up. I appreciated the chairman's comments to the corps officials about furnishing information expeditiously. I would hate to think this would be another example of something that is ready now and has been through over 22 years of

negotiation to be held up waiting for some agency of our Federal Government to furnish information.

Mr. DANIELSON. Sir, if I may interject, I think the negotiations on Caddo Lake started in August or September.

Mr. LEACH. I am sorry, Mr. Chairman, I was referring to expeditiously trying to finish up the Red River compact, not holding it up in abeyance for the Caddo Lake compact. But be that as it is, still referring to the Red River compact, this is a definite agreement two States have worked out over a 22-year period. It passed through the Senate, thoroughly scrutinized, to provide equitable apportionment of the water upstream. So many people look at Louisiana as the kidneys of the Nation because we have so many rivers and bayous in our State. In reality we have still many areas that can definitely be considered in danger of not having adequate water. This Red River Basin in Louisiana is one that does not have adequate water supply, should the upstream States decide to apportion their water differently. This is a necessary compact. It has been worked out and it has taken 22 years for these four States to come together. I would certainly recommend it for the favorable consideration of this committee as expeditiously as possible.

Now, with regard to the Caddo Lake compact, the committee has been furnished some very accurate information here this morning. I would like to state that it is my understanding that the Texas State Legislature and the Louisiana State Legislature did in fact, of course had to, approve this compact before it was submitted to Congress. It is my understanding, I think it was testified to here to earlier that General Marshall, now retired from the Corps of Engineers, did in fact state he had no reason for it not to be submitted to Congress for approval.

There was a question in regard to values of land and how they would be compensated. I think that has been addressed here this morning. There is a question in regard to whether or not this compact would allow a raising of the level of Caddo Lake. It is my understanding that the compact itself does not automatically allow this; that the compact is concerned, of course, with the allocation of the waters should the lake be raised or the allocation of water should it not be raised, as Congressman Hall pointed out a few moments ago.

There is a need for some type of agreement between our adjoining States in regard to the equitable allocation of water. It has been testified to that the city of Shreveport did at one time look upon this as a potential water source for the urban area of Shreveport, La. They have since looked at other possibilities. Even though this is held as a future water source, I do not think it is on their agenda as one of their immediate sources of water supply for the urban area. However, regardless of what the plans for water supply for Shreveport would be, there needs to be some plan put into formulation so that the two States will know how the water is to be allocated.

The basic concern that I have is that there has been allegation made by the corps that adequate time was not allowed. I am concerned that the State legislature, knowing their committee system and ratification of this, both in Louisiana and Texas, that the Corps of Engineers for whatever reason did not step in. I have

not found them to be hesitant or shy on other occasions to come into such hearings and express their opinions. I am surprised that the Chief of the Corps, General Marks, would have stated that he had no reservations about the compact being submitted to Congress and signed that letter. Then just prior to coming up for congressional hearing in the House, not on the Senate, now the corps has some concern. Certainly these concerns should be examined, and if there are fears there, they should be laid to rest one way or the other. Your question this morning in regard to the feasibility of having a seventh member of the compact, I would find, just speaking for myself—

Mr. DANIELSON. An amendment to the compact?

Mr. LEACH. An amendment to the compact requiring a seventh member. I find no violence to the compact in having a seventh member to the compact. This is a compact between two States. As pointed out, this is not a Federal-interstate compact, it is just an interstate compact. But if that is in the wisdom of this committee, I would see where that would do no violence to the compact.

Mr. DANIELSON. Thank you very much, Mr. Leach. As you well know, the buzzers have sounded for a vote.

For the record, I just want to say that article 1, section 10, clause 3 of the U.S. Constitution provides in part "no State shall without the consent of the Congress enter into any agreement or compact with another State." We act according to those instructions.

I am going to ask counsel, because we have to go and vote, to accumulate together the written statements of others which we may wish to put in the record on our return, and kindly also to notify Mr. Santini of Nevada and whoever is concerned from California, because the Tahoe compact will be the next on to come up. That will come up very shortly.

Lastly, we do have a delegation from Texas.

Mr. HALL. We have one other group from Texas, too.

Mr. DANIELSON. We will entertain these other witnesses as soon as we return, which should be in about 10 minutes. We do not have a quorum, so we will go vote and come back after a short recess. [Recess.]

Mr. DANIELSON. The subcommittee will come to order again.

I am going to ask my colleagues to ratify everything I have done and not done in their absence.

We do have other witnesses who need to testify, do we not?

Mr. SHATTUCK. We do, Mr. Chairman.

Mr. DANIELSON. Who do we have?

Mr. SHATTUCK. We have a group from Texas.

Mr. DANIELSON. That is right, Mr. Hall mentioned that. You know yourselves better than I do. Would you please come forward, and come as a group. We are not as formal as you are in Texas.

**TESTIMONY OF JOHN ECHOLS, CADDO LAKE ASSOCIATION;  
JUDGE RICHARD ANDERSON, COUNTY JUDGE FOR HARRISON  
COUNTY; AND STEVE LEONARDOS, CYPRESS VALLEY NAVI-  
GATION DISTRICT**

Judge ANDERSON. On my immediate right is Col. John T. Echols, U.S. Air Force, retired, president of the Greater Caddo Lake Association. He will have certain remarks and testimony which he will

want to afford the committee the benefit of. On my left is Mr. Leonardos, representing the Cypress Valley Navigation District, a political subdivision in Texas. I will appear as county judge of Harrison, Tex.

Mr. DANIELSON. And your name is what?

Judge ANDERSON. Richard Anderson.

Caddo Lake is situated squarely on the border between Texas and Louisiana, which is of course the reason that we are here.

Mr. DANIELSON. A county judge in Harrison County, Tex., is comparable to the Missouri connotation, is it not, you—

Judge ANDERSON. Yes, sir, chief executive official for the county, and I am in charge of their judicial functions.

Mr. DANIELSON. Thank you. Would you proceed?

Judge ANDERSON. Yes, Mr. Chairman.

Mr. Chairman, we are here to address principally H.R. 7205, which is of course the Caddo Lake compact. I think it would be instructive for the subcommittee to consider the genesis of the Caddo Lake compact.

Following the congressional delegation in 1954 which authorized the four States to negotiate and enter into a compact providing for an equitable apportionment among them of the water of the Red River tributaries upon the condition that one qualified person appointed by the President of the United States shall participate in such negotiations as chairman, without vote, representing the United States and shall make a report to the President; 24 years later, Mr. Chairman, the Red River compact was arrived at.

Mr. DANIELSON. You have just recited the provisions of Public Law 84-346 which was enacted, approved on August 11, 1955.

Judge ANDERSON. Precisely, Mr. Chairman.

Mr. DANIELSON. Very well.

Judge ANDERSON. Following the request for public input on the Red River compact, an ambiguity, if you will, was discovered in the compact which gave Texas as well as Louisiana the right to 50 percent of the conservation storage capacity of Caddo Lake. This caused a good deal of concern within both the States of Louisiana and Texas. In an attempt to clarify what the conservation storage capacity and the respective entitlement of the parties were, the so-called Caddo Lake Compact Commission was created; 18 pages later, in an attempt to clarify 3 words, we have arrived at a document which we contend does not take into proper consideration the best interests of the citizens of the State of Texas for the reasons that I will outline.

I might say this, Mr. Chairman, which I think bears very significant note and is of great importance. The body, if you will, that generated the Caddo Lake contract met in closed-door sessions and there was no opportunity for public input prior to the time that the document was finally disseminated. It was then approved by the legislatures of the two States.

We come here today, and I should have prefaced my remarks with this, with gratitude at the opportunity of being heard. I express my appreciation to you as chairman, to our Congressman from the First Congressional District, Congressman Sam Hall, and each of the members of the committee and counsel for the opportunity to be here. We are here, Mr. Chairman, in order to address

certain provisions, certain verbiage within the Caddo Lake compact which we contend is improper.

Mr. Caroom, the representative from the attorney general's office, in response to Congressman Hall's question concerning the cost of land and flowage easements in Texas versus the current market value of flowage easements in Louisiana has missed what I consider to be the crucial point.

As the chairman and members of this committee are well aware, the matter of congressional intent is only resorted to in the event there is an ambiguity within the statute itself, otherwise there is no room for interpretation if the statute is in fact clear. Reading from section 8(a), and I am quoting:

Total costs of enlargement are equal to the sum of the cost of spillway construction, the cost of land and flowage easements in Texas, the current market value of land and flowage easements in Louisiana as well as the administrative expenses incurred in the administration of the compact.

Mr. Chairman, the proposed compact says presumably exactly what it means and cost does not equal market value. We can certainly take notice of this. In its present state, as literally worded, it of course would be unconstitutional. There is a significant disparity in treatment of citizens of Texas and Louisiana which is suggested by the exact and literal wording of section 8(a).

Mr. DANIELSON. If the gentleman would yield, the point to which you address yourself is the fact that the compact would call for a measure of compensation of cost on the Texas side as opposed to fair market value on the Louisiana side.

Judge ANDERSON. That is what it says, Mr. Chairman.

Mr. DANIELSON. Is that the point?

Judge ANDERSON. Yes, sir.

Mr. DANIELSON. And that was covered quite directly, I believe, by Congressman Hall in his questions to Attorney General Caroom. And I followed it up just for the purpose of emphasis to underline it, so to speak.

The text of this hearing will certainly reflect that this committee is acting under the assumption that the word "cost" as applied to Texas lands on the Texas side of Caddo Lake is synonymous with fair market value as is used on the Louisiana side of the lake. Am I not right on that, Mr. Hall?

Mr. HALL. That would be the interpretation we would expect to have placed on this, Mr. Chairman, because that has been a great bone of contention from the inception. The legislative intent, if there is an ambiguity, would certainly cover it.

Now Judge Anderson indicates under section 8(a) that it is clear that there is a difference in the right of—in the method of compensation. Now if that is a clear enunciation, there might be a difference in the method of compensation. And I do not believe you can ever take a person's property without paying him what the actual cash market value of that property is, and if it held or said something to the contrary, I think it would be unconstitutional.

But now, if the testimony of Mr. Caroom can be taken as the legislative intent, then of course I think you would have actual cash market value applicable to both Louisiana and Texas.

Mr. DANIELSON. Yes. And that is emphasized by the fact that the point has been brought out here in the hearing both by Mr. Hall

and by myself and has been responded to in those terms by the attorney general of the State of Texas, or deputy attorney general, I forget the title, together with and acquiesced in by the entire panel of five or six who accompanied him. And I am sure that it is your assertion, Judge Anderson, that that should be the measure of compensation.

Judge ANDERSON. Certainly, Mr. Chairman.

Mr. DANIELSON. I don't find a word of conflict in the record and the record is pretty complete on this point at the present time. So while I appreciate very much your being prepared to come all the way from Texas to be sure that that point is heard, and I thank you for it, I think our record is pretty clear now and a committee report from this committee will reflect that that is the intention that this committee will support in those terms.

Judge ANDERSON. With that understanding, if that would be in effect the report of this subcommittee, possibly in the form of a recommendation.

Mr. DANIELSON. Not a recommendation, it will be just a declaratory statement. It will be subject to interpretation. It will be just so many words.

Judge ANDERSON. Mr. Chairman, we might submit that since the statute—I must admit to being something of a slave of the English language, when I read something that says something I assume that is what it said.

Mr. DANIELSON. You are absolutely right, it would worry me very much. But I think one benefit we can contribute here is to clarify the record.

Judge ANDERSON. Mr. Chairman, if I might, there are a number of other items which I might address.

Mr. DANIELSON. Proceed.

Judge ANDERSON. Congressman Hall indicated there was a lawsuit filed in east Texas enjoining Shreveport from going forward with the construction of the dam. I might say that under section 8(c) of the compact, injunctive action such as this would have been impossible and will be impossible.

Section 8(c) provides that should Louisiana or one of its political subdivisions unilaterally raise the Caddo Lake spillway level without obtaining flowage easements in Texas, Louisiana would have the right to all water made available by the enlargement, number one, provided, however, that this provision constitutes an express waiver of any sovereign immunity or 11th amendment defenses which might otherwise be available to the State of Louisiana in an action for damages by a Caddo Lake property owner in Texas for damage resulting from such action.

In other words, Mr. Chairman, a Texas property owner, and they are singled out in section 8(c), there is no similar provision for property owners in Louisiana possibly because, as Mr. Caroom suggested, most of the surface acreage surrounding the lake is owned by the State of Louisiana; but this provision in 8(c) would effectively deprive a resident of Texas from attempting to enjoin any action by the State or Louisiana or one of its political subdivisions insofar as the construction of the dam is concerned.

Mr. DANIELSON. He would be compelled to resort to an action for damages?

Judge ANDERSON. Exactly, Mr. Chairman.

Mr. Chairman, I think furthermore, and Mr. Caroom points this out, governmental entities in Texas would have to condemn the property. Reading from section 8(c), Mr. Chairman, should Louisiana unilaterally raise the Caddo Lake spillway without obtaining flowage easements, they do not have to wait upon any political subdivision in the State of Texas to condemn any property contiguous to the lake. They can unilaterally raise the dam without obtaining any flowage easements in Texas and then simply sit back and wait for a resident of Texas to come and seek an action for damages in the Federal District Court for the Western District of Louisiana.

The exact method which—

Mr. DANIELSON. Would the venue be in the Western District of Louisiana in that case or would it be in the district in which the Texas land is situated?

Judge ANDERSON. This, Mr. Chairman, is an excellent point.

In section 9(c), it says that venue may be brought in any judicial district in which the acts complained of or any portion thereof occur.

Mr. DANIELSON. Well, a portion—the thing you would be complaining of would be the flooding of your land, flowage easements.

Judge ANDERSON. Directly.

Mr. DANIELSON. That would be where the damage took place. I would presume you would bring your action in Texas.

Judge ANDERSON. We would certainly try it, Mr. Chairman. Whether or not it would be sustained, I do not know, but certainly the point is, Mr. Chairman, that with respect to any action by Texas landowners, there is no right to injunctive relief as the Constitution entitles that landowner. This compact emasculates the right otherwise available under the Constitution; that is, one for equitable relief.

Mr. DANIELSON. Let me ask another question relating to that.

Judge ANDERSON. Yes.

Mr. DANIELSON. I assume from your testimony, but I want to be sure, I assume that the outlet from the Caddo Lake lies within Louisiana.

Judge ANDERSON. Exactly.

Mr. DANIELSON. So that the barrier to raise the level would have to be erected at that point?

Judge ANDERSON. Yes, sir.

Mr. DANIELSON. That would be entirely within Louisiana?

Judge ANDERSON. Exactly. And Texas could not unilaterally raise the dam. Texas could not do that because it is not in Texas.

Mr. DANIELSON. But the boundary doesn't run right across the middle of the spillway?

Judge ANDERSON. No, sir.

Mr. DANIELSON. The spillway would be entirely within Louisiana?

Judge ANDERSON. Exactly.

Mr. DANIELSON. I have your point.

Judge ANDERSON. Once more, again I think Congressman Hall mentioned a very vital point; if there was an action filed requesting injunctive relief under this compact, that would not be possible.

Indeed, the city of Shreveport of the State of Louisiana could unilaterally raise the level of that dam and relegate Texas property owners solely to an action for damages.

Mr. DANIELSON. Let me ask another question then: The ratification of an interstate compact, in my opinion, probably cannot change our jurisdiction and venue statutes that we have in title 28. I am not sure if it can or not. I am not sure this ratification does or would. Perhaps we could condition our ratification in such manner that it expressly does not constitute a waiver of jurisdiction or venue statutes.

I am just raising a question more or less. Go ahead.

Mr. HUGHES. Will you yield?

Mr. DANIELSON. I certainly will.

Mr. HUGHES. The question of venue would not concern me as much as the denial of the right to injunctive relief, particularly if irreparable harm is visited on the State of Texas where money damages would not be adequate.

Judge ANDERSON. Exactly.

Mr. HUGHES. Again, that is a matter of negotiation that took place between the States. These particular provisions are found in the compact.

Judge ANDERSON. Congressman Hughes, for the reason that with respect to the Caddo Lake compact I think Mr. Caroom indicated that this was probably a world's record for compacts, interstate compacts, 90 days. Closed hearings, no public input. This product is generated. Then we are relegated to an opportunity to respond in this subcommittee and in the Texas Legislature, in which a quorum was barely present. One member went to sleep and two members were absent during the majority of the proceedings.

We come here with the request that these considerations, which we consider most salient and in need of protection, by the residents of Texas whose property surrounds the lake, we are here imploring you to give us some assistance in these respects.

I think your remark concerning the irreparable nature, the probability of success and the inadequacy of any remedies at law is extremely well taken. If those are present, then of course a property owner would be entitled to injunctive relief. In this situation there is no such relief.

That is one item, Mr. Hughes, but the second item is the fact that they can do this unilaterally and, if they undertake to do it unilaterally, they get and are entitled to all of the water in the lake. Then they can sit back and wait for an action in damages by a Texas resident. We have strong reservations about that.

Third, Mr. Chairman, with respect to the matter which the Corps of Engineers has addressed—of course, as the chairman has obviously expressed his open awareness and close knowledge of Public Law 346 of the 84th Congress, and specifically that portion of it which suggests that a representative of the President sit on the commission, this did not happen with respect to Caddo Lake.

Surely the States could come together and submit, and I concur with the chairman, obtain consent of the House and the Senate with respect to the approval of an interstate compact. But, Mr. Chairman, I would suggest that this is an area, being as it is an interstate lake, if you will, in which the dam is operated and

maintained by the Corps of Engineers, it has been since the time the dam was constructed; it has lain, if you will, in the territories of the respective States since 1823 when it was created by an earthquake. It is the only natural lake in Texas.

As Mr. Echols and Mr. Leonardos will suggest and submit in their testimony, it is a truly unique resource. I would suggest that the Federal interest in this particular entity is dominant. It is an interstate lake. The dam is operated and maintained by the Corps of Engineers.

Mr. DANIELSON. Will you yield there?

You said that now twice. I want to be sure that I understand. You said the dam is operated and maintained by the Corps of Engineers. Is the dam located at and in effect synonymous with the spillway?

Judge ANDERSON. Yes, sir.

Mr. DANIELSON. They would coincide as to location?

Judge ANDERSON. Yes, sir.

Mr. DANIELSON. There is presently a dam at the outlet of the lake?

Judge ANDERSON. Yes, sir, that is my understanding.

Mr. DANIELSON. A manmade dam or the earthquake-created?

Judge ANDERSON. No, it is a manmade dam, earthen structure.

Mr. DANIELSON. That is operated by the Corps of Engineers? I have a nod from Colonel Laubscher, so the record will so reflect.

If there were to be an increase in the height of that dam, the outlet barrier to increase the spillway to which we have alluded several times, that would have to be erected at this same location, would it not?

Judge ANDERSON. Presumably. That would certainly be the most economically feasible, yes, Mr. Chairman.

Mr. DANIELSON. So that would invoke automatically some type of participation by the Corps of Engineers?

Judge ANDERSON. Yes, sir.

Mr. DANIELSON. Thank you.

Judge ANDERSON. I think that point is well taken, the point that you raise. But my only submission or suggestion is that it would have been more appropriate within this 90-day whirlwind effort following a 25-year attempt to hammer out the Red River compact, to request that a representative of the Corps of Engineers be present and afford input.

At this point we find ourselves rowing the same boat as the Corps of Engineers is rowing. Of course we fought them before on some of these matters.

Mr. DANIELSON. You have made that point. Go ahead.

The reason I am rushing you a little is I have other people I would like to hear from. You have made that point so you needn't labor it.

Judge ANDERSON. Thank you.

One other article, section 7 of the compact, affords the Caddo Commission the right to make findings, including whether or not the States of Texas or Louisiana are in violation of the compact. It gives no suggestion as to what the binding effect of these findings would be. It is creative and it is artistic legislative draftsmanship, but that provision concerns me.

If the compact Commission makes the finding that Texas or Louisiana is in compliance with the act, what is the binding effect of that finding in any subsequent judicial action? That is a problem which I have and I am not sure that I understand it.

Another problem is reflected in section 9. It is my understanding that the Department of Justice has addressed this problem, which is that the compact is conditioned upon congressional consent, that the United States may be made a party. If it is, in fact, an indispensable party, if the action is instituted in the Supreme Court, there is no waiver of sovereign immunity by the United States in any action commenced in a Federal district court but only in an action in which the original jurisdiction of the Supreme Court was invoked.

Those two items, Mr. Chairman, I submit reflect that the attention that was paid to the Red River compact was not, in fact, afforded to the whirlwind effort of the five individuals that drafted this Caddo Lake compact. For the reasons that I have submitted to the subcommittee, I would respectfully request that action on the Caddo Lake compact be deferred. It is not imperative that it go forward as some have suggested.

The Red River compact, representing as it does the fruition and culmination of 25 years' efforts, can in fact proceed. But there are serious problems with the Caddo Lake which have been outlined and we suggest that this subcommittee defer action on Caddo Lake compact and afford an opportunity in which representatives of the States can attempt to alleviate the problems that we have addressed here today.

Thank you very much, Mr. Chairman.

Mr. DANIELSON. Thank you.

Did either of your two colleagues have a point that they wished to bring up which you have not already covered?

Judge ANDERSON. I think so.

Mr. DANIELSON. I am going to suggest we hear from the entire panel before we question.

Sir, I respectfully request that you be as concise as possible, or we are going to run out of time.

Mr. ECHOLS. I certainly will. I won't take up much of your time.

I am John T. Echols, president of the Greater Caddo Lake Association. The association was formed and is in being for the purpose of protecting the delicate ecology of Caddo Lake.

As you know, Caddo Lake is a natural lake which extends from Texas to Mooringsport, La., and is made up of many little streams and boat roads, plus the larger lake known as Big Lake. Some of the names given certain portions of the lake are Smith's Slough, Blind Slough, Alligator Bayou, Kitchen Creek, Whangdoodle Pass, Jackson Arm, Old Folks Playground, Judd Hole, and many more, too numerous to mention.

Mr. DANIELSON. Sir, I do not think that is essential to the determination of our question.

Mr. ECHOLS. I will go ahead because it is all in writing.

They are all part of Caddo Lake. However, the sections in Texas are shallow in comparison with Louisiana. As you will note by the pictures presented for your viewing, the lake is very unique. Caddo Lake is not a water-supply lake. It is shallow in Texas, for the most

part, while in Louisiana the depth does increase some to about 10 or 12 feet. The Texas side is only about an average of 5½ feet at 168.5 MSL (mean sea level), which is the normal level of Caddo Lake.

There is a small dam at Mooringsport, La., which maintains the lake level at approximately the same height as it was before the Corps of Engineers blew up the log jam on the Red River in the 1800's.

The 168.5 MSL is the height of the spillway on the small dam. As you may note by the pictures, in Texas the scenery is breathtaking, while in Louisiana it is more open water with fewer bold cypress trees visible.

Mr. DANIELSON. Let me interrupt for a moment with your permission?

Mr. ECHOLS. Yes, sir.

Mr. DANIELSON. You have a written statement?

Mr. ECHOLS. Yes, sir.

Mr. DANIELSON. And unless there is objection, we will include it in its entirety in our record and, if you don't have an extra copy, we have one of those machines here.

Mr. ECHOLS. I brought 40 copies, sir.

Mr. DANIELSON. Well, as long as we can have a copy for our record.

[Statement of Mr. Echols follows:]

PREPARED STATEMENT OF JOHN T. ECHOLS, PRESIDENT, THE GREATER CADDO LAKE ASSOCIATION, KARNACK, TEX.

Hon. George Danielson, Chairman, and Committee Members: I am John T. Echols, President of the Greater Caddo Lake Association. The Association was formed and is in being for the purpose of protecting the delicate ecology of Caddo Lake. As you know, Caddo Lake is a natural lake which extends from Texas to Mooringsport, Louisiana, and is made up of many little streams and boat roads, plus the larger lake known as "Big Lake". Some of the names given certain portions of the lake are "Smith's Slough", "Blind Slough", "Alligator Bayou", "Kitchen Creek", "Whangdoodle Pass", "Jackson Arm", "Old Folks Playground", "Judd Hole", and many more, too numerous to mention.

They are all part of Caddo Lake. However, the sections in Texas are shallow in comparison to the Louisiana side. As you will note by the pictures presented for your viewing, the lake is very unique. Caddo Lake is not a water supply lake. It is shallow in Texas, for the most part, while in Louisiana the depth does increase some to about ten or twelve feet. The Texas side is only about an average of five and one-half feet at 168.5 MSL (Mean Sea Level), which is the normal level of Caddo Lake.

There is a small dam at Mooringsport Louisiana, which maintains the lake level at approximately the same height as it was before the Corps of Engineers blew up the log jam on the Red River in the 1800's.

The 168.5 MSL is the height of the spillway on the small dam. As you may note by the pictures that in Texas the scenery is breath-taking, while in Louisiana it is more open water with fewer cypress trees visible. Of special interest is a picture of a floating plant and flower which I am unable to identify today. However, there are many such strange and uncommon plants and flowers in and around Caddo Lake proper. In the attachment to this presentation you will find a list of protected and endangered species of plant life that grows in and around Caddo Lake. Also, there is a study made by Mr. David H. Riskin, Head of Resources Management, Texas Parks and Wildlife Department. This study is a brief assessment of the effects of a permanent increase of the water level of Caddo Lake on the local vegetation, the lake's bald cypress in particular. I quote from the study, "Only the impact on tree species was considered here, the herbaceous vegetation which contain numerous unusual and uncommon species would require considerable study to determine the impact the water level increase would have here. The area's wildlife would also be seriously affected due to the loss of much of the highly productive floodplain community." (A copy of his study is attached.)

As you know, the Caddo Lake Compact as written does not contain the language requiring a complete, thorough, environmental impact study. Plants, trees, fish, wildlife, and human impact would not necessarily be covered in an impact assessment.

Some trees that would be lost after two to four years are River Birch, Green Ash, Burr Oak, Water Oak, Willow Oak, and possibly the Bald Cypress. Also, enclosed you will find a letter written January 24, 1980, to the Honorable Peter W. Rodino, Jr., House Committee of the Judiciary. In this letter we, The Greater Caddo Lake Association, did request that certain discrepancies in the Caddo Lake Compact be amended or corrected before their committee forwarded the document to the House for passage. In this letter, we pointed out that during the Texas Senate Hearing one member went to sleep during critical testimony and only six committee members out of ten attended. The sleeping senator was the critical vote needed for passage. He had to be awakened for the roll call vote by another committee member. All he said, after being shook three times, was, "Aye".

Gentlemen, we feel that we have not had a fair shake in our own Texas Legislature, however, we will attempt to ratify that injustice in the next election for those offices.

Sirs, in conclusion we, The Greater Caddo Lake Association, with 500+ membership, request that an amendment be placed on the Caddo Lake Compact to require a thorough and complete Environmental Impact Study be made before any State, Municipality, or Political Subdivision can raise the level of Caddo Lake. Also, that the language by changed making the Compact fair for both Texas and Louisiana.

Judge Richard Anderson will address the legal aspects of the Compact.

Honorable Chairman Danielson, last but not least, the picture of Mossy Break is yours to keep to remind you and your committee members of what you are protecting. If you fail to preserve it, there will be no more like it in the future. This unique scenery will be lost forever.

Thank you for your kind consideration.

I'll be happy to answer any questions you may have.

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#### PROTECTED AND ENDANGERED PLANT LIFE ON CADDO LAKE

##### *Common name and botanical name*

Yellow Lady Slipper—*Cypripedium Calceolus* L.  
 Spotted Touch-me-not—*Impatiens Capensis* Meerb  
 Eared Golden Rod—*Solidago Auricelata* Shuttlew  
 Inkberry—*Ilex Glabra* (L) Gray  
 Caddo Yam—*Dioscorea Quaternata* (Walt) J. F. GMEL  
 Indian Pipe—*Monotropa Uniflora* L.  
 Thicket Wild Bean—*Phaseslus Polystaechios* (L.) B.S.P.  
 Typhina Sedge—*Carex Typhina* Nichx (near Uncertain).

The first seven species occur in Caddo State Park. The last is at Uncertain. Other species probably occur along the portion of Caddo Lake that extends into Louisiana.

Submitted by:

RAYMOND J. FLEETWOOD, *Amateur Botanist,*  
*Retired from U.S. Fish and Wildlife, Department of the Interior.*

AUGUST 23, 1978.

Ms. CATHY SELTZER,  
 c/o Honorable Ben Z. Gra  
 State Representative,  
 Austin, Tex.

DEAR Ms. SELTZER: Enclosed is a brief assessment of the effects of a permanent increase of the water level of Caddo Lake on the local vegetation, the lake's bald cypress, in particular. Only the impact on tree species was considered here; the herbaceous vegetation which contain numerous unusual and uncommon species would require considerable study to determine the impact the water level increase would have here. The area's wildlife would also be seriously affected due to the loss of much of the highly productive floodplain community. I would recommend that you consult Dr. Elray Nixon, Department of Biology, Box 3003, Stephen F. Austin State University, Nacogdoches, Texas 75961, for further comments on the vegetational impact and Dr. D— Lay, P.O. Box 4608, Stephen F. Austin State University, Nacogdoches, Texas 75962. regarding impact on the area's wildlife populations.

If I can be of further assistance in any manner, please don't hesitate to contact me.

Sincerely,

DAVID H. RISKIND,  
(by L. L.)  
*Head, Resource Management.*

Enclosure.

**CADDO LAKE: ENVIRONMENTAL EFFECTS OF INCREASING THE CONSERVATION LEVEL OF THE RESERVOIR ON THE LOCAL VEGETATION**

Caddo Lake, an impoundment of the Big Cypress Bayou in Louisiana and Texas is noted for the large bald cypress trees in the lakeside forest bordering the reservoir's margins and islands. Bald cypress tends to inhabit areas which are frequently inundated for prolonged periods, a limiting factor to most other bottomland tree species. Slightly higher elevations where inundations are less frequent and less prolonged are capable of supporting a wider diversity of bottomland species including willow oak, water oak, bur oak, green ash and river birch, as well as a variety of shrubs. As the elevation on the floodplain increases, additional species begin to appear. For the purposes of this discussion, however, the above mentioned species are the dominant bottomland species of the Caddo Lake/Big Cypress Bayou area. For ease of explanation, we have developed a schematic of the vegetation of the area, as related to elevation above the conservation level of the reservoir (Figure 1).

Inundation is the primary limiting factor for many of the bottomland hardwood species, but other factors limit the distribution of bald cypress. Available light is a dominant factor in bald cypress distribution, since reproduction of bald cypress is severely restricted in the shade of a moderate to heavy tree canopy cover. For reproduction of bald cypress to occur, moist bottomland soils in full sun must remain unflooded sufficiently for seedling establishment. Apparently, cypress saplings must reach 3-5 years before they can tolerate prolonged flooding. Consequently, areas flooded permanently cannot have bald cypress reproduction or colonization occurring. Bald cypress is therefore normally limited to the margins of water bodies where sufficient soil moisture is available, yet where sufficient light and exposed moist soils also occur. Bald cypress which presently occurs in standing water became established during periods of drought or other periods when the lake's level was lowered.

Effects of the proposed inundation on other tree species vary, depending on the tolerance of the species being affected, permanent depth and character/stability of water level, quantity of siltation occurring, water temperature and water chemistry. In the present situation, a four foot permanent increase in the conservation level of the reservoir is proposed. According to Teskley and Hinckley (1977), such an increase would likely kill all tree species within several (2-4) year or the increased water level, with the possible exception of bald cypress and possibly a few other individual trees of other species along the lake margins (see Figure 2 and Table 1.).

It is doubtful that established bald cypress, especially those already standing in water could survive an additional inundation of four feet, and for those at present on the margins of the reservoir, survival is questionable. Those bald cypress occurring at slightly higher elevations, those inundated less than four feet, may survive.

Reproduction of bald cypress would cease in areas where it is now occurring unless the water level was lowered long enough (possibly several years) for establishment of sufficient growth of new saplings. Bald cypress would likely invade the new shoreline areas, however, once the hardwood trees now within the area to be inundated are killed. The bald cypress colonizing the new shoreline would, of course, be small and would take fifty to one hundred years to reach the size of those now bordering the lake and bayou.

In conclusion, the greatest impact of the proposed increased water level will be the destruction of the bottomland hardwoods and mixed pine-hardwoods which will be affected by the standing water. Many of the bottomland affected contain mature bottomland forest stands with high productivity (of wildlife as well as vegetation). The destruction of these woodlands would require many decades to replace.

Figure 1. Vegetation changes along a vertical gradient, adjacent to Caddo Lake.

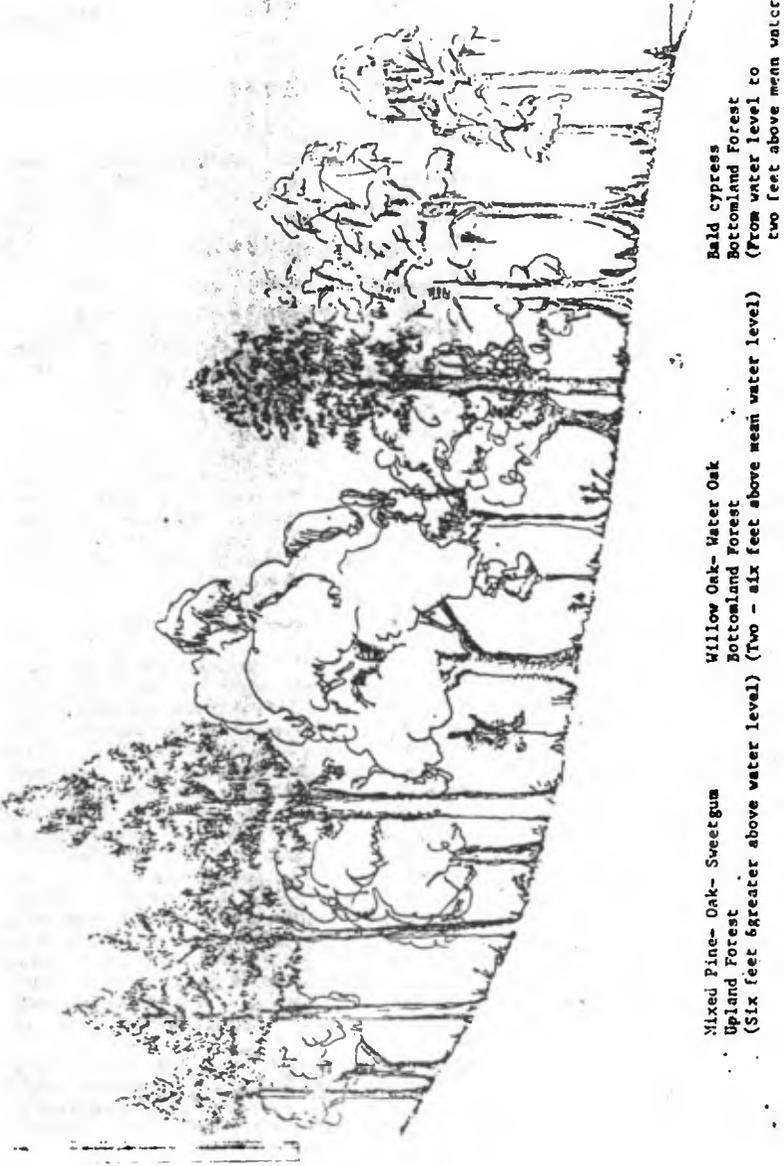


Figure 7. Vegetation changes along a vertical gradient, induced by raising the reservoir's level.

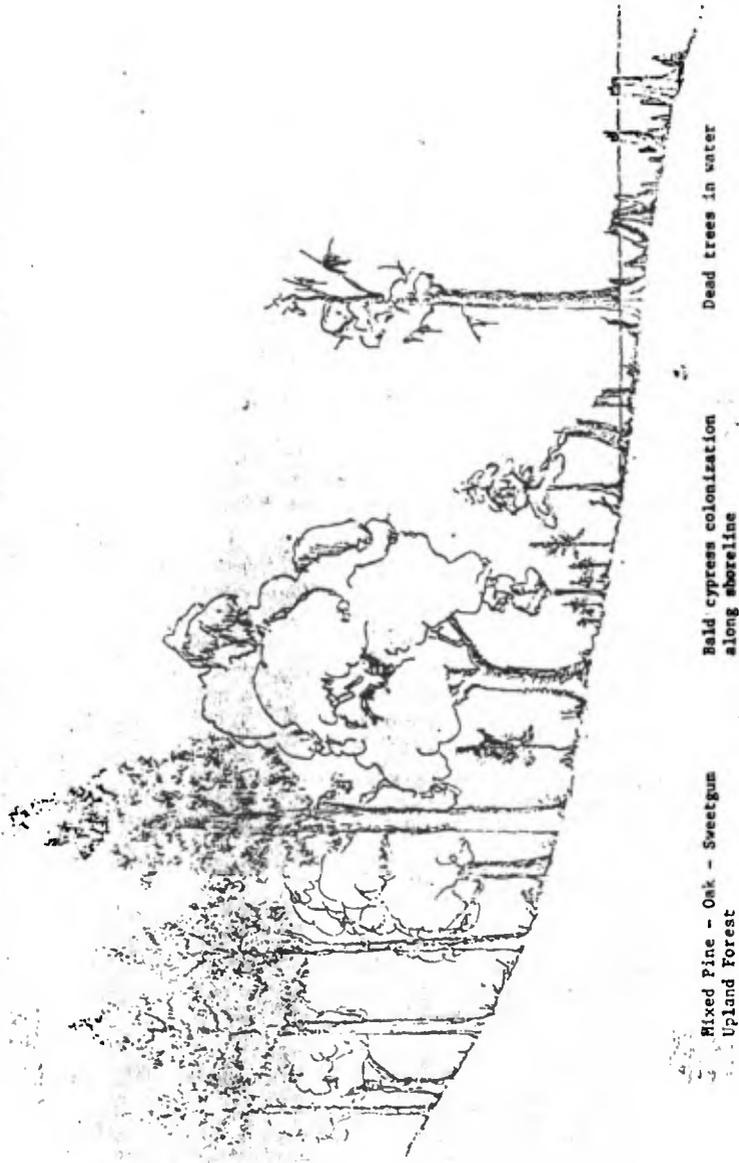


TABLE 1.—*Species response to water level changes (Teskley and Hinckley, 1977)**Species, and Survival under indulation*

- River Birch (*Betula nigra*)—Year round, partial submersion—good survival first year; all trees die second year.
- Green Ash (*Fraxinus pennsylvanica*)—Year round, partial submersion—all trees die after three to four years.
- Bur Oak (*Quercus macrocarpa*)—Year round, partial submersion—most die after two years.
- Water Oak (*Quercus nigra*)—Year round, partial submersion—all die within four years.
- Willow Oak (*Quercus phellos*)—Year round, partial submersion—all die after three years.
- Bald Cypress (*Taxodium distichum*)—Dependent on water depth, oxygen control, and other factors.

GREATER CADDO LAKE ASSOCIATION, INC.,  
KARNACK, TEX., *January 24, 1980.*

Hon. PETER W. RODINO, Jr.,  
*Chairman, House Committee on the Judiciary,*  
*Rayburn House Office Building,*  
*Washington, D.C.*

DEAR CHAIRMAN RODINO: Sir, recently, we, the Greater Caddo Lake Association, came across a letter to you from our Governor, the Honorable William P. Clements, Jr. That letter endorses the Caddo Lake Compact by the State of Texas. This letter is written in rebuttal to that letter.

Sir, we made two appearances in Austin. One to address the Senate Committee and the other to address the House of Representatives Committee on the faults of the Caddo Lake Compact. This was quite an experience. I certainly hope this letter receives more attention than our elected officials gave us in Austin. During critical testimony at the Senate hearing, of which there were ten assigned members and only six attended. One of the six was thirty minutes late. The Committee member that was late went to sleep and was so sound asleep that he had to be shook three times to be awakened to vote. His vote happened to be the majority vote and he had no idea where he was and we feel that he did not know what he was voting for. Instances such as described above have us, the Association, to seriously doubt that due process as we understand it was accomplished. We feel too many internal deals were made at the expense of our beautiful Caddo Lake. Some of the specific points we tried to get across to our Texas Legislators are listed below.

1. The Compact does not address the fact that the Corps of Engineers should have the final say so.

2. We do not like having to do with the number of Commissioners, the way they vote, or their method of selection.

3. Neither of the existing Compacts require an environmental impact study under the Environmental Policy Act of 1969, although the Caddo Lake Compact has language in its Section 1 reading, "Nothing in this Compact shall be deemed to impair or affect the powers, rights, or obligations of the United States or those claiming under its authority in, over, and to water of Caddo Lake; nor shall this Compact be construed as interfering with the application of the National Environmental Policy Act of 1969".

4. We are concerned with the different and unequal treatment of Texas Citizens as compared to Louisiana Citizens by Section 8(a) of the Caddo Lake Compact reading "Total costs of enlargement are . . . the cost of land and flowage easements in Texas, the current market value of land and flowage easements in Louisiana . . .". Of course, "cost of land" and "current market value of land" are undoubtedly going to be different with the latter being considerably larger in practically all cases.

5. In Section 8(c), the Caddo Lake Compact gives Louisiana, or one of its political sub-divisions, the right to unilaterally raise the Caddo Lake spill-way level without obtaining flowage easements in Texas and thus obtain all the water made available by the enlargement. This language goes on to state that the political sub-divisions or the State of Louisiana waive any sovereign immunity or Eleventh Amendment defenses insofar as actions for damages are concerned. Later provisions might require such an action for damages to be filed by a Texas citizen in some Louisiana court or Federal court sitting in Louisiana. Also, the Compact does not seem to waive sovereign immunity or Eleventh Amendment defenses for any type of action to either stop the project, stop the project until a favorable environmental impact

study had been obtained, or for an action seeking declaratory relief. Why this disaster to Texas citizens?

6. Finally, Section 9(c) gives us some difficulty because it attempts to lay jurisdiction in the United States District Courts and states that venue therein ". . . of such case or controversy may be brought in any judicial district in which the acts complained of (or any portion thereof) occur". Would the act of raising the dam in Louisiana, and the assured raising of the water level Texas be either an act in Harrison County, Texas, or be any portion thereof, so as to permit venue and jurisdiction against the City of Shreveport, or any other political sub-division, in the United States District Court for the Eastern District of Texas, Marshall Division?

Sir, we sincerely hope that you and the Committee will take the above comments in consideration when the Caddo Compact comes before you for your approval. We firmly believe that a more equal and fair Compact could have been written.

We, the Association, wish to take this opportunity to thank you in advance for your cooperation and we feel that we can depend on the Judiciary Committee to give the people on Caddo Lake a square shake. Our Association is made up of members from Texas, Louisiana and several other states. The feeling we have presented is the feeling of the membership which is 475 strong.

Again, we thank you and are looking forward to maybe having the pleasure of showing you Caddo Lake and having a good old Southern catfish dinner.

Sincerely,

JOHN T. ECHOLS, *President, G.C.L.A.*

Mr. DANIELSON. Then go ahead.

Mr. ECHOLS. I have one other point I would like to make.

As you know, the Caddo Lake compact as written does not contain the language requiring a complete thorough environmental impact statement. Plants, trees, fish, wildlife and human impact would not necessarily be covered in an impact assessment.

Sir, as pointed out, I have addressed this compact in the Texas Legislature twice. As the gentleman brought out, I waited 30 minutes for the sixth member to show up for a quorum. He went to sleep. She shook him three times and he said aye.

Sir, I do not feel we had a fair shake in the State of Texas. I hope we will get one here.

Sir, at this time I will conclude mine because I am after an environmental impact study amendment to the Caddo Lake Compact if passed and they raise the dam.

Mr. DANIELSON. That is your main point?

Mr. ECHOLS. That is my point, sir, yes.

I would like to present you with this big picture for you to keep, the small ones you can do as you please, so you will know that if we don't get this environmental impact statement that picture might be very unique and worth millions because it will be gone forever, sir.

Mr. DANIELSON. I have one question pertinent to this. I think we all understand that the Texas portion of the lake is relatively shallow.

Mr. ECHOLS. Yes, sir.

Mr. DANIELSON. Even though the Louisiana portion only runs about 12 feet deep, I do not know where shallow starts under those circumstances. You said a mean depth of 5 feet.

What is the square mile area in Texas?

Mr. ECHOLS. In east Texas—

Mr. DANIELSON. Well, in any part of Texas.

Mr. ECHOLS. Well, in Texas I would say it is roughly 64,000 surface acre-feet.

Mr. DANIELSON. That is about 100 square miles?

Mr. ECHOLS. Yes, sir. That would be approximately 50 percent of it.

Mr. DANIELSON. In other words, the lake was sort of equally divided between the two States?

Mr. ECHOLS. Yes, sir.

Mr. DANIELSON. So you would have a 200-square-mile surface here. I am sending a quizzical look at Colonel Laubscher. Anyway, I have an idea of the size of the lake now.

Mr. ECHOLS. Yes, sir.

Mr. DANIELSON. Thank you.

I think on the pictures I am just going to have to say thank you very much, but in this day, when everybody suspects that acts of Congress are corrupt, I would be afraid to take that on the basis that they might constitute a bribe. However, Mr. Hall might like one.

Mr. HALL. Mr. Chairman, I have one just like it in my office.

Mr. DANIELSON. So you take it home.

Any questions?

Mr. HUGHES. No.

Mr. DANIELSON. Mr. Hall?

Mr. HALL. No, Mr. Chairman, I have no questions. I think that concludes the testimony we have.

I would like to introduce some letters and statements en bloc, one being a letter from Russell Long and all of the other members of the State of Louisiana, with reference to these compacts, and also a statement I would like to submit for the record.

Mr. DANIELSON. Is there any objection to the inclusion of these documents in the record? There is none, it is so ordered.

[Statement of Mr. Hall and attachments follow.]

#### PREPARED STATEMENT BY HON. SAM B. HALL, JR.

Mr. Chairman, my statement will be brief. At the outset I want to thank you and the members of this Subcommittee for agreeing to hold a hearing on the two interstate compacts before us today. As we know, Congressional ratification of interstate compacts is traditionally proforma in that the Congress is reluctant to change a compact agreed upon by the various states, because any proposed changes would have to be resubmitted to the states involved.

In addition, this is not a convenient time for a hearing because of the uncertainty associated with the length of the lameduck session.

Nevertheless, as some of the testimony before us today will indicate, on at least one of the compacts—Caddo Lake—there is sufficient public disagreement to warrant a hearing. This is all the more important, because the Senate passed both compacts with little fanfare.

In this hearing room today are some of my closest friends and acquaintances. Some of these gentlemen have differing views, especially in regard to the Caddo Compact. But everyone here understands the legislative process and the need for this subcommittee to establish a hearing record on the compacts as well as giving the Subcommittee members an opportunity to write a House report on the compacts that adequately expresses the concern of all parties.

Chairman Danielson has established an enviable record here in the Congress for fairness and equity. He is dedicated, thorough, and conscientious, and there is no question that everyone appearing here today as well as those who have submitted testimony and letters to the Subcommittee will indeed have their day in court.

Both of these compacts have been a long time in the making. As I have pointed out so often in testimony before the House Public Works and Transportation Committee as well as numerous speeches around the country, it is my considered judgment that the next national crisis will be that of an adequate water supply.

While it is generally accepted that we have an energy crisis in this country, this situation could pale in comparison with a national water crisis. In most regions of the country water tables are low. Many large municipalities around the nation are

already facing severe water shortages, and as I travel around and talk with farmers and ranchers, I find that water supply is uppermost in their minds.

This is why people of vision and foresight have banded together to enter into interstate compacts that have as their purpose to conserve precious water together with storing water for future municipal, industrial and farm use.

I welcome the testimony here today and look forward to the opportunity of asking some questions of the various witnesses who have an established expertise in the matter before this Subcommittee.

Thank you.

RUSSELL B. LONG, U.S. CHAIRMAN  
 HERMAN E. TALMADGE, GA.  
 ARMANDO BERTOFF, CONN.  
 HARRY F. BYRD, JR., VA.  
 RAYMOND MCELROY, W.VA.  
 MIKE CRAVENS, FLORIDA  
 LLOYD BENTSEN, TEX.  
 SPIRO T. BATTISTONIA, MARYLAND  
 DANIEL PATRICK MOHRAN, N.Y.  
 MAZ HIRONO, HAWAII  
 DAVID L. BOWEN, WASH.  
 BILL BRADLEY, N.J.

ROBERT A. DOLE, KANS.  
 BOB FICKENHOLZ, OHIO  
 WILLIAM V. ROY, JR., ILL.  
 JOHN C. DANFORTH, MO.  
 JOHN D. CHAFFETZ, R.I.  
 JOHN BURNS, PA.  
 MALCOLM WELLES, NY  
 DAVID SCHWABERGER, MINN.

## United States Senate

COMMITTEE ON FINANCE  
 WASHINGTON, D.C. 20510

November 12, 1980

MICHAEL STEWART, STAFF DIRECTOR  
 ROBERT S. LIGHTNER, CHIEF CLERK/COUNSEL

Honorable George E. Danielson  
 Chairman  
 Subcommittee on Administrative Law  
 and Governmental Relations  
 207 Cannon House Office Building  
 Washington, D. C. 20510

Dear Mr. Chairman:

This is in regard to the Red River and Caddo Lake Compacts pending before your Subcommittee.

Twenty-three years ago the States of Arkansas, Louisiana, Oklahoma and Texas agreed to resolve controversies about the waters of the Red River and its tributaries. The compact before you is the result of years of careful negotiation. The legislatures of the four affected states agreed that the compact provides an equitable apportionment of the waters of the Red River as well as the necessary framework to protect the river for the use and enjoyment of their citizens.

In addition, the states of Texas and Louisiana entered into another compact to address issues concerning Caddo Lake. This agreement was drafted to ensure the interests of both states would be protected. Texas and Louisiana legislatures have also approved the Caddo Lake Compact.

Since the Senate unanimously approved both compacts on September 24, 1980, the only remaining step is passage by the House of Representatives. Your actions to bring these compacts before the House are greatly appreciated.

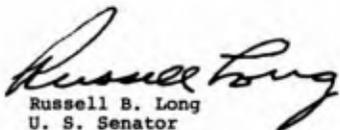
It is clear that the compacts have the support of all the affected states. The 64th Congress gave federal consent to negotiation of these compacts. After over two decades of work, we

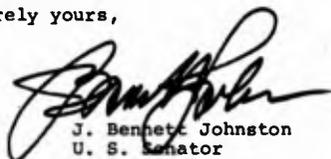
Honorable George E. Danielson  
 November 12, 1980  
 Page 2

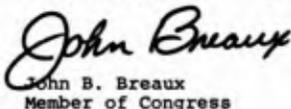
believe it is vital that the 96th Congress take the final step to ratify these compact without further delay. If I can be of any assistance to you in this effort, please do not hesitate to let me know.

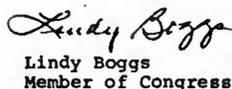
With every best wish, I am

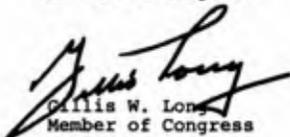
Sincerely yours,

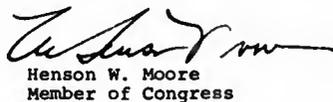
  
 Russell B. Long  
 U. S. Senator

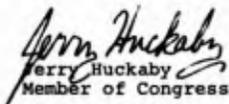
  
 J. Bennett Johnston  
 U. S. Senator

  
 John B. Breaux  
 Member of Congress

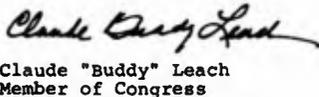
  
 Lindy Boggs  
 Member of Congress

  
 Gillis W. Long  
 Member of Congress

  
 Henson W. Moore  
 Member of Congress

  
 Jerry Huckaby  
 Member of Congress

  
 Robert Livingston  
 Member of Congress

  
 Claude "Buddy" Leach  
 Member of Congress

  
 W. J. "Billy" Tauzin  
 Member of Congress

AUSTIN, TEX.,  
November 10, 1980.

Mr. GEORGE DANIELSON,  
Chairman, Subcommittee on Administrative Law and Governmental Relations,  
House Judiciary Committee, House of Representatives, Washington, D.C.

DEAR CHAIRMAN DANIELSON: Congressman Sam B. Hall, Jr., has informed me of your subcommittee's hearings on the Caddo Lake Compact and the Red River Compact scheduled for November 13th. In lieu of attending those hearings, I am submitting the enclosed written statement in support of congressional ratification of these compacts.

I am very hopeful that these compacts will provide avenues for addressing historical problems between the governments affected by these compacts.

Sincerely,

ED HOWARD,  
State Senator, State of Texas.

NOVEMBER 10, 1980.

Re Caddo Lake and Red River Compacts.

To: George Danielson, Chairman, Subcommittee on Administrative Law and Governmental Relations.

From: Senator Ed Howard, First Senatorial District of Texas.

In 1978, Governor Briscoe appointed a three member Texas Committee to negotiate a Compact with the State of Louisiana regarding the interests of each state in Caddo Lake, as well as a compact (Red River Compact) between the states of Texas, Oklahoma, Arkansas and Louisiana. The Texas Committee members were Fred Parkey, of the Red River Authority, William Huffman, attorney at law from Marshall, and myself. Sessions of hearings in the area and meetings between the representatives of each state resulted in proposed compacts which have been submitted to the respective legislatures of such states. The Texas Legislature has approved both agreements.

The Committees' primary concerns were: to preserve and protect the Red River and Caddo Lake as valuable environmental, cultural and natural resources; to enhance their water resource and recreational potential; and, to achieve these purposes with as much concern as possible for the interests of the citizens of Texas.

The Red River Compact establishes Texas' right to and control over 50 percent of the water in Caddo Lake. Until this agreement is ratified, there is no legal barrier, that I am aware of, to Shreveport or some other Louisiana user taking more than 50 percent of the water in Caddo Lake and literally drying up the Lake. Without the Compact we have no assurance that we can control water diversions from Caddo Lake.

The Caddo Lake Compact was designed to augment and amplify the provisions of the Red River Compact dealing with Caddo Lake.

One aspect of the Compact has created more interest than any other, that being a proposed raising of the spillway elevation of Caddo Lake to 170.5 feet above mean sea level. The testimony received by our Committee indicated that the surface of Caddo Lake is at or above 170.5 feet above mean sea level several months each year, and water is running over the existing spillway at least two feet during those months. By raising the level of the lowest section of the spillway two feet, this means that the surface elevation of the lake would be maintained at 170.5 feet m.s.l. for a greater length of time during the year. Based upon information furnished us, three direct benefits will result:

(1) Drawdowns to 167 feet m.s.l. will be virtually, if not completely, eliminated. This past summer many people could not get their boats in the water when the lake was down to approximately 167 feet m.s.l., and some commercial operators were, for all practical purposes, "out of business". Based upon information furnished by the Texas Department of Water Resources, the surface lake elevation should not get below 167.5 feet m.s.l. under the water use regulation contained in the Compact, provided the level of the spillway is raised, even in years of extreme drought;

(2) The recreational and navigational pool in the shallower parts of the lake (mostly in Texas) will remain accessible and useable for a greater period of time; and

(3) The City of Marshall and other Texas users of water from the lake will have an adequate supply of water for a number of years to come.

As set forth in the Compact, if the spillway is raised, no diversion from Caddo Lake may be made (by Shreveport or any other user), except in case of a catastrophic event, below the level of 167.5 feet m.s.l. Thus the water of Caddo Lake below

167.5 feet m.s.l. is dedicated as a recreational and navigation pool. An enlarged Caddo Lake with controlled withdrawals should create a better environment than presently exists during periods of droughts.

I have been advised that a detailed environmental study of the effects of using Caddo Lake would have to be made and approved before a Federal permit could be issued authorizing the raising of the spillway. As sponsor of the legislation, I agreed to the inclusion of language in the compact which specifically states that the Compact shall not be construed as interfering with the application of the National Environmental Policy Act nor any other federal statute. As regards constitutional law, I know of no situation when the act of a state or states has negated a federal law governing environmental matters.

If the Commission established by the Caddo Lake Compact, which includes three Texas representatives (one of which must be a resident of the Caddo Lake Area), approves the spillway enlargement project, then the Commission would request a permit and all applicable laws, including federal environmental laws, would have to be complied with before the permit would be granted. If, after a thorough study and hearings on the matter, it was determined that the project would be in violation of federal laws, the permit is granted, all property directly affected by the raising of the water level of the lake, by the terms of the Compact must be compensated as part of the cost of enlargement.

I am firmly convinced that, given all the facts, there can be little doubt that ratification of the Caddo Lake Compact is in the best interest of Texas and particularly the people of East Texas. This is only the first step in a lengthy and complicated procedure to, at long last, secure the controls that are necessary to protect these interests in Caddo Lake.

Mr. DANIELSON. I also have a statement I would like to put in from Congressman Jerry Huckaby of the Fifth District of Louisiana. Is there objection? There is none, it is so ordered.

[Statement of Mr. Huckaby and attachments follow:]

HOUSE OF REPRESENTATIVES,  
Washington, D.C., November 12, 1980.

Hon. GEORGE E. DANIELSON,  
Chairman, Subcommittee on Administrative Law and Governmental Relations, Committee on the Judiciary, House of Representatives, Washington, D.C.

DEAR MR. CHAIRMAN: I appreciate very much the opportunity to submit a statement for the record concerning H.R. 7206 and S. 2227, the Red River Compact legislation which will be considered by your Subcommittee tomorrow.

I have enclosed, as requested, forty (40) copies of my statement, and request that it be made a part of the record.

Let me assure you personally, as I indicated in my statement, of my willingness to work with you and the Subcommittee toward passage of this legislation. Please do not hesitate to call on me if I can be of service in any way.

Again, my thanks for this opportunity.

With kindest personal regards, I am,

Sincerely yours,

JERRY HUCKABY.

Enclosures.

PREPARED STATEMENT OF HON. JERRY HUCKABY ON H.R. 7206 AND S. 2227

Mr. Chairman and Members of the Subcommittee, I appreciate the opportunity to submit a statement on H.R. 7206 and S. 2227, legislation which will grant the consent of the Congress to the Red River Compact between the States of Louisiana, Arkansas, Oklahoma and Texas. I want to commend the Subcommittee, and as a Representative from one of the affected and interested States, thank the Subcommittee for taking its valuable time to consider this legislation which is most important to my State.

I support these bills and urge that they be approved by this Subcommittee, the Committee on The Judiciary, and by the House of Representatives. The Senate has already approved the Red River Compact, and I hope that House approval can be gained in this session of Congress.

As you know, the Legislatures of the four affected States have considered and approved the Red River Compact. While this action was required by the enabling legislation, I believe that approval by the respective State Legislatures is indicative of the broad-based support for the Red River Compact, and is further indicative that this Compact will be in the best interests of all four States.

In 1955, the Congress gave permission for the States of Louisiana, Arkansas, Oklahoma and Texas to negotiate and enter into an agreement providing for an equitable apportionment of the water of the Red River. This agreement, worked out after 22 years of negotiation, does that. Further, it also provides a means for the prevention and control of pollution and natural deterioration of the water, conservation, and protection of lives and property.

I believe that the Red River Compact will open a new era of cooperation and friendship between these States, because it addresses one of the most important of all natural resources—water. The agreement is fair and equitable, and I urge expeditious approval of it.

Let me assure the Subcommittee of my support for this legislation, and my willingness to work with you for its passage. Thank you very much.

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RED RIVER AUTHORITY OF TEXAS,  
Wichita Falls, Tex., November 4, 1980.

Hon. GEORGE DANIELSON,  
*Chairman, Subcommittee on Administrative Law and Governmental Relations,  
House Judiciary Committee, House of Representatives, Washington, D.C.*

DEAR MR. DANIELSON: The Red River Compact was signed after approximately twenty-five years of planning, negotiations, and study between the states of Oklahoma, Louisiana, Arkansas, and Texas. Each state was represented by their state attorney generals office, the state water agency (lawyers and water engineers), and a man picked by the governor of each state, usually living in the watershed of their respective state, and each known as Red River Compact Commissioner of their state.

There were over fifty major meetings between the states and each one normally lasted over two days, besides these major meetings; dozens of minor meetings were conducted over the years between lawyers of each state and water engineers from the different water agency of each state. I was the Compact Commissioner for the state of Texas that signed and approved the Red River Compact on the 12th of May, 1978, at Denison Dam, Lake Texoma, Denison, Texas.

I along with Bill Huffman of Marshall, Texas, and Senator Ed Howard of Texarkana, Texas were selected by Governor Briscoe of the State of Texas to be the Caddo Lake Commissioners. After several meetings with a like committee appointed by the Governor of Louisiana, the Caddo Lake Compact was signed on January 26, 1979.

Having served on the Red River Compact as Commissioner for State of Texas, and as Commissioner for the Caddo Lake Compact; I do not hesitate to recommend each of these Compacts to your Committee for approval. I feel there is an equitable apportionment of the waters of the Red River and its tributaries between the states of Oklahoma, Louisiana, Arkansas and Texas.

Sincerely yours,

FRED PARKEY, *General Manager.*

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RED RIVER VALLEY ASSOCIATION,  
Shreveport, La., November 7, 1980.

Hon. GEORGE DANIELSON,  
*Chairman, Subcommittee on Administrative Law, House Judiciary Committee,  
Cannon House Office Building, Washington, D.C.*

DEAR SIR: I have been advised by Congressman Sam Hall of Texas that acting in your capacity as Chairman of the Subcommittee on Administrative Law, you have called for a meeting of your Committee on November 13, 1980, at 10:00 A.M. in Room 2226, Rayburn House Office Bldg., Washington, D.C.

To be discussed before your Committee is the Caddo Lake Compact, agreed upon by the States of Louisiana and Texas and the Red River Compact, agreed upon by the States of Arkansas, Louisiana, Oklahoma and Texas.

As President of our 55 year old Red River Valley Association—current membership 439—I speak for them when I urge that your Committee give this piece of legislation favorable consideration.

I am certain that you and your Committee realize the tremendous amount of effort and time it has taken to have these compacts ratified by the state legislature of each respective state.

Our Association appreciates your Committee convening to permit us to state our case. Although, I will be unable to attend in person, we will be represented by Association members.

Respectfully yours,

CHESTER D. WELLS, *President.*

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NORTH TEXAS MUNICIPAL WATER DISTRICT,  
Wylie, Tex., November 6, 1980.

Congressman SAM HALL,  
Cannon Office Building,  
Washington, D.C.

DEAR CONGRESSMAN HALL: North Texas Municipal Water District has reviewed S. 2227 which is an act to allow consent of the United States to the Red River Compact. As you are aware, the NTMWD is very involved in the development of the Sulphur River Basin in the State of Texas and believes this Compact to be in the best interest of the State.

Further, in reviewing both the Red River Compact and the Caddo Lake Compact, it is the opinion of the North Texas Municipal Water District that these instruments need to be adopted as previously approved by the State of Texas. During the process and work of the Compact Commissions local and state authorities had full opportunity for review and input on the documents, therefore, it would appear that the Compacts as approved by the State should be accepted by the United States.

If we can be of any assistance, please do not hesitate to call on us.

Sincerely,

CARL W. RIEHN, *Executive Director.*

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WRITTEN TESTIMONY OF THE NORTH EAST TEXAS ECONOMIC DEVELOPMENT  
DISTRICT, INC.

Each of the counties in the North East Texas Economic Development District forsee the full development of the Red River and its tributaries, as essential to the economic growth and stability of the Northeast Texas area. Particular interest is shown in the Red River Compact between the states of Arkansas, Louisiana, Oklahoma and Texas. Therefore we wholeheartedly encourage its ratification and pledge our support in helping to implement it.

With reservations we also encourage the ratification of the Caddo Compact. Our concern lies primarily with deficiencies in Section 8, "Enlargement of Caddo Lake," and Section 6, "Administration." In Section 8, the expressed intention of Louisiana and Texas is to enlarge Caddo Lake by raising the spillway level two feet. Conflict could arise due to the brevity of language in this section concerning the timing by each state in participating in the enlargement. For Example, the enlargement of the storage capacity of the lake could be done by either state, and should the other state not be ready or able to participate at that time, a proportionately larger share of the water would go to the state initiating the enlargement. Since each state has the guaranteed right to obtain 50% of the water above 168.5 feet MSL made available from such enlargement, subject to paying 50% of the total costs; could a state delay its participation in the enlargement and at a later date exercise its guaranteed right by paying one-half the total costs of the expansion?

The "Caddo Lake Commission" created in Section 6 of the "Compact" would have the responsibility of answering such questions. Disputes may not be easily eliminated since each state is provided with equal representation without a means of arbitration. It is apparent that such unsolved disputes will have to be settled in courts of law.

Recognizing that these Compacts leave some margin for errors, the North East Texas Economic Development District, Inc., considers each of these Compacts essential to the unified development of the area, and again encourages their early ratification.

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CYPRESS VALLEY NAVIGATION DISTRICT,  
Marshall, Tex., November 10, 1980.

Hon. GEORGE DANIELSON,  
Chairman, Subcommittee on Administrative Law and Governmental Relations,  
House Judiciary Committee, U.S. House of Representatives, Washington, D.C.

DEAR CHAIRMAN DANIELSON: I am writing this letter as Director of the Cypress Valley Navigation District, the entity of the State of Texas responsible for naviga-

tion and maintenance of Caddo Lake. Business commitments preclude my appearance in front of your Committee at the 13 November hearing on the Caddo Lake Compact.

The Committee will hear testimony from witnesses about the beauty of Caddo Lake. As you are aware, it is by acreage the largest natural lake in the southern United States. It is also one of the most shallow lakes in the United States. As pressures for increased water supply for business development build in Texas and Louisiana, Caddo Lake is constantly looked at as a water source. Those of us who have worked on solving the problems of Caddo through the years are deeply concerned that water withdrawals in large amounts would irreparably damage the environment of the lake.

During the low rainfall years, large parts of Caddo already become mud flats. Cypress trees need water to survive, and Caddo is a lake with hundreds of thousands of Cypress trees on both the Texas and Louisiana sides.

Therefore, I strongly recommend that the Caddo Lake Compact be amended to require an environmental impact study with the appropriate statement done by the Corps of Engineers as an unbiased government entity, before any additional water withdrawal be permitted by either of the two States involved. The study/statement would then be furnished to the Commissioners for their consideration on the issue at hand.

We watched what has happened in Florida and other areas of the country where we have pulled water away from its natural environment. Caddo Lake could easily be destroyed by the greed for money and the pressures for industrial development. We simply can't let this happen. The Compact must provide a safety provision.

This letter is being furnished in 40 copies, 48 hours prior to your hearing, and I respectfully request that it be entered in the record of the Subcommittee's hearings on the Caddo Lake Compact.

Sincerely,

VERNON B. LEWIS, Jr.,  
Major General, U.S. Army (Retired), Director.

U.S. DEPARTMENT OF JUSTICE,  
Washington, D.C., November 12, 1980.

Hon. PETER RODINO, Jr.,  
Chairman, Committee on the Judiciary  
House of Representatives, Washington, D.C.

DEAR MR. CHAIRMAN: This is in response to your request for the views of the Department of Justice on H.R. 7205 and H.R. 7206 which are pending before your Committee. H.R. 7206 would grant the consent of the United States to an interstate compact between Arkansas, Louisiana, Oklahoma and Texas governing the use and apportionment of water from the Red River and its tributaries. It would create an interstate compact commission to administer and enforce the terms of the Red River Compact. It contains provisions to promote an active program for control and alleviation of natural deterioration and pollution of the water of the Red River Basin, and gives the compact commission certain powers to enforce laws to prevent pollution. H.R. 7205 would grant the consent of the United States to a related interstate compact between Louisiana and Texas governing the use and apportionment of the water of Caddo Lake, a natural lake on Twelve Mile Bayou which is a tributary of the Red River. It would also create an interstate compact commission to administer and enforce the terms of the Caddo Lake Compact. The Department participated in the negotiation of the Red River Compact, and a representative appointed by the President. Major General Marshall, approved the compact on September 19, 1979. There was no formal federal participation in the Caddo Lake negotiations. The Corps of Engineers should be given the opportunity to formally comment on the Caddo Lake Compact.

While deferring to Department of Army for the Administration's position on this legislation, we recommend that the Committee clarify the language in section 2 of each bill. Those sections provide a limited waiver of the sovereign immunity of the United States. According to the compacts (Red River, pp. 35-36, Caddo Lake, pp. 15-16), the waiver extends only to cases or controversies involving the construction or application of the compacts which are brought originally in the Supreme Court, if the United States is an indispensable party. The compacts give concurrent jurisdiction to the United States District Courts over cases and controversies which could be brought in Federal or state courts as well as in the Supreme Court on original jurisdiction; however, the waiver of sovereign immunity is limited to only those cases and controversies in matters in which the Supreme Court has original jurisdiction. Accordingly, the Department recommends the following changes:

In H.R. 7206, on page 37, line 7, and in H.R. 7205, on page 17, line 8, delete "other court of" and insert after "or": "in a district court with"; and insert after "jurisdiction" and before the comma: "in matters in which the Supreme Court has original jurisdiction".

We noted that the Caddo Lake Compact (at Section 1) specifically provides that nothing in the Compact can be construed as interfering with the application of the National Environmental Policy Act (NEPA) (H.R. 7205, p. 3, lines 18-20). Since that compact expresses the intention of the two signatory states to enlarge Caddo Lake by raising the spillway level two feet, the compact makes clear that Congressional ratification does not constitute an approval of a specific proposal for a spillway elevation project or a waiver of the provisions of NEPA whenever they would apply. Given the specific purpose for this provision in the Caddo Lake Compact, the absence of a parallel provision in the Red River Lake Compact should not be construed to suggest that NEPA is waived in the case of the Red River. Moreover, the Caddo Lake Compact augments and amplifies the Red River Compact (H.R. 7205, p. 3, line 22). It was obviously not the intent of the drafters of either compact to waive the provisions of NEPA or any other federal law.

The Red River Compact Commission is to be composed of two representatives of each of the signatory states and one nonvoting federal representative appointed by the President. That federal representative, is appointed, is designated Commission Chairman. (Art. IS, Sec. 9.02; H.R. 7206, pp. 25-26.) The agency created to administer the Caddo Lake Compact, on the other hand, does not have a federal representative. The Caddo Lake Commission is to be composed of three commissioners from each of the two signatory states, four of whom will be the same as those states' representatives on the Red River Commission (Sec. 6; H.R. 7205, p. 8). We call this to the Committee's attention so that it may consider whether a federal representative should not also chair the Caddo Lake Commission as a non-voting member. There are several minor errors in H.R. 7205 which should be corrected:

(1) On page 9, line 9, delete the comma at the end of the line and, on line 10, delete "including declaration of an emergency under Section 2,". (This phrase does not appear in the version of the Caddo Lake Compact signed by the representatives who negotiated the proposed Compact.)

(2) On page 14, line 2, "Texs" should be "Texas".

(3) On page 17, line 9, delete " and if such case or controversy".

There is also a typographical error in H.R. 7206; on page 14, line 8, delete the quotation mark from the word "downstream".

As noted previously, the Caddo Lake Compact augments and amplifies the Red River Compact. Therefore, it should be read together with the Red River Compact. The Red River Compact divides use of the conservation storage capacity of Caddo Lake equally between Texas and Louisiana (Art. VI, Sec. 6.03(b)(2); H.R. 7206, p. 21). The Red River Compact also divides any future enlargement of the lake equally, and it allows the two states to negotiate for the release of each state's share of storage space after the Red River Compact becomes effective (Art. VI, Sec. 6.03(b)(3); H.R. 7206 pp. 21-22). Since the essential division of the water storage capacity of Caddo Lake is contained in the Red River Compact as well as the authority for negotiating the Caddo Lake Compact, and since the latter compact must be read in conjunction with the former, the Red River Compact should be ratified by Congress prior to ratification of the Caddo Lake Compact.

The Office of Management and Budget has advised us that there is no objection to the submission of this report from the standpoint of the Administration's program.

Sincerely,

ALAN A. PARKER,  
Assistant Attorney General,  
Office of Legislative Affairs.

Mr. DANIELSON. Mr. Leonardos, the floor is yours.

Mr. LEONARDOS. Judge Anderson and Colonel Echols have basically covered the same thing that I have with the exception of one thing. Inasmuch as Caddo Lake is a very unique lake and we are talking about reimbursing people for their property and all, there is a tremendous amount of people and I would say up in the thousands.

We have a pretty big organization. We don't have but about, I would say, less than 10 percent of the people in our organization. There are several thousands of people that live on that lake that are retired with fixed incomes and just live there. It is not like

Caddo Lake, as well as a compact (Red River Compact) between the states of Texas, Oklahoma, Arkansas and Louisiana. The Texas Committee members were Fred Parkey, of the Red River Authority, William Huffman, attorney at law from Marshall, and myself. Sessions of hearings in the area and meetings between the representatives of each state resulted in proposed compacts which have been submitted to the respective Legislatures of such states. The Texas Legislature has approved both agreements.

The Committees' primary concerns were: to preserve and protect the Red River and Caddo Lake as valuable environmental, cultural and natural resources; to enhance their water resource and recreational potential; and, to achieve these purposes with as much concern as possible for the interests of the citizens of Texas.

The Red River Compact establishes Texas' right to and control over 50% of the water in Caddo Lake. Until this agreement is ratified, there is no legal barrier, that I am aware of, to Shreveport or some other Louisiana user taking more than 50% of the water in Caddo Lake and literally drying up the Lake. Without the Compact we have no assurance that we can control water diversions from Caddo Lake.

The Caddo Lake Compact was designed to augment and amplify the provisions of the Red River Compact dealing with Caddo Lake.

One aspect of the Compact has created more interest than any other, that being a proposed raising of the spillway elevation of Caddo Lake to 170.5 feet above mean sea level. The testimony received by our Committee indicated that the surface of Caddo Lake is at or above 170.5 feet above mean sea level several months each year, and water is running over the existing spillway at least two feet during those months. By raising the level of the lowest section of the spillway two feet, this means that the surface elevation of the lake would be maintained at 170.5 feet m.s.l. for a greater length of time during the year. Based upon information furnished us, three direct benefits will result:

(1) Drawdowns to 167 feet m.s.l. will be virtually, if not completely, eliminated. This past summer many people could not get their boats in the water when the lake was down to approximately 167 feet m.s.l., and some commercial operators were, for all practical purposes, "out of business". Based upon information furnished by the Texas Department of Water Resources, the surface lake elevation should not get below 167.5 feet m.s.l. under the water use regulation contained in the Compact, provided the level of the spillway is raised, even in years of extreme drought;

(2) The recreational and navigational pool in the shallower parts of the lake (mostly in Texas) will remain accessible and useable for a greater period of time; and

(3) The City of Marshall and other Texas users of water from the lake will have an adequate supply of water for a number of years to come.

As set forth in the Compact, if the spillway is raised, no diversion from Caddo Lake may be made (by Shreveport or any other user), except in case of a catastrophic event, below the level of 167.5 feet m.s.l. Thus the water of Caddo Lake below 167.5 feet m.s.l. is dedicated as a recreational and navigation pool. An enlarged Caddo Lake with controlled withdrawals should create a better environment than presently exists during periods of droughts.

I have been advised that a detailed environmental study of the effects of using Caddo Lake would have to be made and approved before a Federal permit could be issued authorizing the raising of the spillway. As sponsor of the legislation, I agreed to the inclusion of language in the compact which specifically states that the Compact shall not be construed as interfering with the application of the National Environment Policy Act nor any other federal statute. As regards constitutional law, I know of no situation when the act of a state or states has negated a federal law governing environmental matters.

If the Commission established by the Caddo Lake Compact, which includes three Texas representatives (one of which must be a resident of the Caddo Lake Area), approves the spillway enlargement project, then the Commission would request a permit and all applicable laws, including federal environmental laws, would have to be complied with before the permit would be granted. If, after a thorough study and hearings on the matter, it was determined that the project would be in violation of federal laws, the permit is granted, all property directly affected by the raising of the water level of the lake, by the terms of the Compact must be compensated as part of the cost of enlargement.

I am firmly convinced that, given all the facts, there can be little doubt that ratification of the Caddo Lake Compact is in the best interest of Texas and particularly the people of East Texas. This is only the first step in a lengthy and complicated procedure to, at long last, secure the controls that are necessary to protect these interests in Caddo Lake.

96TH CONGRESS  
2D SESSION

# H. R. 7205

To grant the consent of the United States to the Caddo Lake Compact between the States of Louisiana and Texas.

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## IN THE HOUSE OF REPRESENTATIVES

APRIL 29, 1980

Mr. HALL of Texas introduced the following bill; which was referred to the Committee on the Judiciary

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## A BILL

To grant the consent of the United States to the Caddo Lake Compact between the States of Louisiana and Texas.

1        *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3        SECTION 1. The consent of Congress is hereby given to  
4 the Caddo Lake Compact between the States of Louisiana  
5 and Texas, of January 26, 1979, as ratified by the States of  
6 Louisiana and Texas, as follows:



1 water of Caddo Lake and do hereby submit this Compact to  
2 amplify the Red River Compact and recommend that it be  
3 adopted by their respective legislatures and approved by  
4 Congress as hereinafter set forth:

5 **SECTION 1. PURPOSES**

6 In addition to the purposes specified in the Red River  
7 Compact, this compact is intended to preserve and protect  
8 Caddo Lake as a valuable environmental, cultural, and natu-  
9 ral resource and enhance water resources and recreational  
10 potentials, while allowing its utilization for water needs of  
11 adjacent portions of Louisiana and Texas. A primary means  
12 of accomplishing these purposes is to raise the spillway ele-  
13 vation of Caddo Lake to an elevation of 170.5 feet above  
14 mean sea level.

15 Nothing in this Compact shall be deemed to impair or  
16 affect the powers, rights, or obligations of the United States,  
17 or those claiming under its authority, in, over, and to water  
18 of Caddo Lake; nor shall this Compact be construed as inter-  
19 fering with the application of the National Environmental  
20 Policy Act.

21 **SECTION 2. RELATION TO THE RED RIVER COMPACT**

22 (a) This Compact augments and amplifies the Red River  
23 Compact. It shall be construed harmoniously with the Red  
24 River Compact; it is not intended to amend, replace, or su-  
25 percede any provisions of the Red River Compact, nor are

1 any of the provisions of the Red River Compact intended to  
2 prevent the effective implementation of this Compact.

3 (b) In the event the Red River Compact is not enacted  
4 by all concerned states and ratified by Congress, or in the  
5 event that such action occurs after the effective date of this  
6 Compact, this compact shall be fully effective pursuant to the  
7 provisions of Section 9.

### 8 SECTION 3. DEDICATION

9 The States of Louisiana and Texas hereby dedicate the  
10 water of Caddo Lake below 167.5 feet above mean sea level  
11 to serve as a recreation and navigation pool. Neither Louisi-  
12 ana nor Texas shall allow the diversion or consumptive use of  
13 the water of Caddo Lake below that level except as author-  
14 ized in this Compact.

### 15 SECTION 4. DIVERSION OF DEDICATED WATER

16 (a) In order to divert water when the level of Caddo  
17 Lake is below 167.5 feet above mean sea level, any water  
18 user diverting more than one thousand gallons per day from  
19 Caddo Lake must submit water plans to the Caddo Lake  
20 Commission providing for conservation and efficient use of  
21 water.

22 (b) The Caddo Lake Commission shall authorize users  
23 with approved water use plans to divert water from Caddo  
24 Lake when the level of water is below 167.5 feet above mean  
25 sea level, at times and under conditions authorized by the

1 Caddo Lake Commission. The Caddo Lake Commission shall  
2 give priority to domestic users, municipalities, or municipal  
3 use by political subdivisions and industries, in that order.

4 (c) In the event any user of water from Caddo Lake  
5 shall purchase water which is delivered into Caddo Lake  
6 from another source, that user making the purchase shall  
7 have the use of such purchased water, minus transportation  
8 or storage losses, if any, as determined by the commission,  
9 free from the regulation of the Caddo Lake Commission.

#### 10 SECTION 5. OPERATING RULES

11 As provided in Section 7, the Caddo Lake Commission  
12 shall have to establish criteria to govern the diversion and  
13 use of water from Caddo Lake. Unless modified, supple-  
14 mented or changed by the Caddo Lake Commission, the fol-  
15 lowing rules shall govern the diversion and use of water from  
16 Caddo Lake.

17 (a) The following operating rules shall be in effect until  
18 Caddo Lake is enlarged by raising the spillway level as pro-  
19 vided in Section 8.

20 (1) Whenever water is spilling over the existing  
21 spillway at 168.5 feet above mean sea level, each state  
22 may withdraw or divert water from Caddo Lake with-  
23 out restriction.

24 (2) Whenever Caddo Lake is not spilling over the  
25 existing spillway at 168.5 feet above mean sea level

1 the total consumptive use by each State shall not  
2 exceed 8,400 acre-feet during the drawdown period;  
3 provided that neither state shall divert more than  
4 3,600 acre-feet during any one month or 4,800 acre-  
5 feet during any two consecutive months.

6 (3) In addition to the requirements of Section  
7 5(a)(2), when the lake level of Caddo Lake is at or  
8 below 167.5 feet mean sea level;

9 (a) Any diversion by either state must be ap-  
10 proved by the Caddo Lake Commission, as pro-  
11 vided in Section 4; and,

12 (b) The total consumptive use by each state  
13 shall not exceed an average of 1,000 acre-feet per  
14 month, or more than 3,000 acre-feet during any  
15 two consecutive months; and,

16 (c) The limitations above shall not apply to a  
17 municipality or political subdivision during an  
18 emergency caused by the destruction or contami-  
19 nation of the municipality's or political subdivi-  
20 sion's other water source.

21 (b) The following operating rules shall be in effect after  
22 Caddo Lake is enlarged by raising the spillway level as pro-  
23 vided in Section 8.

1 (1) Whenever water is spilling over the raised  
2 spillway level, each state may withdraw or divert  
3 water from Caddo Lake without restriction.

4 (2) Whenever Caddo Lake is not spilling over the  
5 raised spillway, and the lake surface elevation is above  
6 167.5 feet mean sea level.

7 (a) If each state obtains fifty percent of the  
8 water above 168.5 feet above mean sea level as  
9 authorized in Section 8, each state shall be enti-  
10 tled to divert 16,800 acre-feet during the draw-  
11 down period.

12 (b) If each state does not obtain fifty percent  
13 of the water above 168.5 feet above mean sea  
14 level as authorized in Section 8, the total con-  
15 sumptive use by that state shall not be reduced  
16 below the amount of water to which it was enti-  
17 tled under Section 5(a).

18 (3) Whenever Caddo Lake is at or below 167.5 feet  
19 above mean sea level, no diversions from Caddo Lake may be  
20 made except in the case of a catastrophic event (such as de-  
21 struction of a municipality or political subdivision's other  
22 water supply source or a drawdown which is more severe  
23 than the critical drawdown of record). Any emergency with-  
24 drawal or diversion must be specifically authorized by the  
25 Caddo Lake Commission, as provided in Section 4.

1           (c) The term "drawdown", as used herein, means that  
2 period commencing on the first day water ceased to spill over  
3 the existing spillway (or the raised spillway, if Caddo Lake is  
4 enlarged as authorized in Section 8) and continuing so long  
5 as the Caddo Lake surface elevation continues to fall, until  
6 the day when appreciable inflow reaches Caddo Lake, caus-  
7 ing the Caddo Lake surface elevation to rise leading to a spill  
8 from Caddo Lake.

9 SECTION 6. ADMINISTRATION

10           (a) There is hereby created an interstate administrative  
11 agency to be known as the "Caddo Lake Commission", here-  
12 inafter called the "Commission." It shall be composed of the  
13 commissioners of Louisiana and Texas who serve as Red  
14 River Compact Commissioners and an appointed commis-  
15 sioner of each state who resides within one of the parishes or  
16 counties in which Caddo Lake is located. The commissioners  
17 shall choose one member of the commission to serve as a  
18 voting chairman. In the event this compact becomes effective  
19 prior to, or without, the Red River Compact, the governors  
20 of Texas and Louisiana shall appoint three commissioners to  
21 serve as Caddo Lake Commissioners. These commissioners,  
22 or their successors, shall serve until the Red River Compact  
23 becomes effective and the offices of the non-local commis-  
24 sioners are assumed by the states' Red River Compact  
25 Commissioners.

1           (b) The Commission shall meet and organize within  
2 sixty days after the effective date of this compact. Thereafter,  
3 meetings shall be held at such times and places as the Com-  
4 mission shall decide.

5           (c) Each commissioner shall have one vote; however, if  
6 one or more commissioner(s) from a state is absent, the  
7 commissioner(s) in attendance from that state is authorized to  
8 vote on behalf of the absent commissioner from that state.  
9 Any action concerning the administration of this compact,  
10 including declaration of an emergency under Section 2, shall  
11 require four votes.

12           (d) The salaries and personal expenses of each state's  
13 commissioners shall be paid by that state.

14           (e) All expenses incurred by the Commission shall be  
15 borne equally by the states of Louisiana and Texas and shall  
16 be paid by the Commission out of the "Caddo Lake Commis-  
17 sion Fund." Such fund shall be initiated and maintained by  
18 equal payments of each state into the fund. Disbursements  
19 shall be made from the fund in such a manner as may be  
20 authorized by the Commission. Such fund shall not be subject  
21 to audit and accounting procedures of either state; however,  
22 all receipts and disbursements of the fund by the Commission  
23 shall be audited by a qualified independent public accountant  
24 at regular intervals, and the report of such audits shall be  
25 included in and become part of the annual report of the Com-

1 mission. Each state shall have the right to make its own  
2 audit of the accounts of the Commission at any reasonable  
3 time.

#### 4 SECTION 7. DUTIES AND POWERS

5 (a) The Commission shall have the power to:

6 (1) Adopt rules and regulations governing its op-  
7 eration and enforcement of the terms of the compact;

8 (2) Establish and maintain an office for the con-  
9 duct of its affairs and, if desirable, from time to time  
10 change its location;

11 (3) Employ or contract with such engineering,  
12 legal, clerical and other personnel as it may determine  
13 necessary for the exercise of its functions under this  
14 compact without regard to the Civil Service Laws of  
15 Louisiana and Texas; provided that such employees  
16 shall be paid by and be responsible to the commission  
17 and shall not be considered employees of any state;

18 (4) Acquire, use, and dispose of such real and per-  
19 sonal property as it may consider necessary;

20 (5) Enter into contracts with appropriate state or  
21 federal agencies for the collection, correlation and pres-  
22 entation of factual data, for the maintenance of records  
23 and for the preparation of reports;

24 (6) Secure from the head of any department or  
25 agency of the federal or state government such

1 information as it may need or deem to be useful for  
2 carrying out its functions and as may be available to or  
3 procurable by the department or agency to which the  
4 request is addressed, provided such information is not  
5 privileged and the department or agency is not pre-  
6 cluded by law from releasing same;

7 (7) Make findings, recommendations, or reports in,  
8 connection with carrying out the purposes of this com-  
9 pact including but not limited to a finding that Louisi-  
10 ana or Texas is or is not in violation of any of the pro-  
11 visions of this compact. The Commission is authorized  
12 to make such investigations and studies and to hold  
13 such hearings as it may deem necessary for said pur-  
14 poses. It is authorized to make and file official certified  
15 copies of any of its findings, recommendations, or re-  
16 ports with such officers or agencies of Louisiana or  
17 Texas or the United States as may have any interest  
18 in or jurisdiction over the subject matter. The makings  
19 of findings, recommendations, or reports by the Com-  
20 mission shall not be condition precedent to the institu-  
21 tion or maintaining of any action or proceeding of any  
22 kind by Louisiana or Texas, in any court or tribunal,  
23 or before any agency or officer, for the protection of  
24 any right under this Compact or for the enforcement of  
25 any of its provisions; and

1           (8) Print or otherwise reproduce and distribute its  
2 proceedings and reports.

3           (b) The commission shall:

4           (1) Cause to be established, maintained, and oper-  
5 ated such stream, reservoir, and other gaging stations  
6 as are necessary for the proper administration of the  
7 compact;

8           (2) Cause to be collected, analyzed, and reported  
9 such information on stream flows, water quality, water  
10 storage and such other data as are necessary for the  
11 proper administration of the Compact;

12           (3) Adopt reasonable standards and criteria for  
13 approval of emergency water use plans, and procedures  
14 for the submission thereof;

15           (4) Establish operating criteria to govern the di-  
16 version and use of water from Caddo Lake under  
17 normal and emergency conditions;

18           (5) Perform all other functions required of it by  
19 the compact and do all things necessary, proper and  
20 convenient in the performance of its duties thereunder;

21           (6) Prepare and submit to the Governors of Lou-  
22 isiana and Texas a budget covering the anticipated ex-  
23 penses of the Commission for the following fiscal year  
24 or biennium;

1           (7) Prepare and submit an annual report to the  
2           Governors of Louisiana and Texas and to the President  
3           of the United States covering the activities of the  
4           Commission for the preceding fiscal year, together with  
5           an accounting of all funds received and expended by it  
6           in the conduct of its work;

7           (8) Make available to the governor or to any offi-  
8           cial agency of Louisiana or Texas or to any authorized  
9           representative of the United States, upon request, any  
10          information within its possession;

11          (9) Not incur any obligation in excess of the unen-  
12          cumbered balance of its funds or pledge the credit of  
13          Louisiana or Texas; and

14          (10) Make available to Louisiana or Texas or the  
15          United States in any action arising under this compact,  
16          without subpoena, the testimony of any officer or em-  
17          ployee of the Commission having knowledge of any rel-  
18          evant facts.

19   **SECTION 8. ENLARGEMENT OF CADDO LAKE**

20          (a) It is the intention of Louisiana and Texas to enlarge  
21          Caddo Lake by raising the spillway level two feet. Each state  
22          has the guaranteed right to obtain fifty percent of the water  
23          above 168.5 feet above mean sea level made available from  
24          such an enlargement, subject to paying one-half of the total  
25          costs. Total costs of enlargement are equal to the sum of the

1 cost of spillway construction, the cost of land and flowage  
2 easements in Texas, the current market value of land and  
3 flowage easements in Louisiana, as well as the administrative  
4 expenses incurred for each of the above listed items.

5 (b) Each state may obtain a proportionately larger share  
6 of the water resulting from the enlargement by paying the  
7 portion of the cost which would otherwise be paid by the  
8 other state under Section 8(a).

9 (c) Should Louisiana, or one of its political subdivisions,  
10 unilaterally raise the Caddo Lake spillway level without ob-  
11 taining flowage easements in Texas, Louisiana would have  
12 the right to all water made available by the enlargement;  
13 provided, however, this provision constitutes an express  
14 waiver of any sovereign immunity or Eleventh Amendment  
15 defenses which might otherwise be available to the State of  
16 Louisiana in an action for damages by a Caddo Lake prop-  
17 erty owner in Texas for damage resulting from such action.

18 (d) This Section does not prevent the enlargement of  
19 Caddo Lake by raising the spillway level some amount less  
20 than two feet, nor does it prevent a subsequent enlargement  
21 of Caddo Lake which might ultimately raise the level of  
22 Caddo Lake's spillway more than two feet.

23 SECTION 9. RATIFICATION AND EFFECTIVE DATE OF  
24 COMPACT

1 (a) Notice of ratification of this Compact by the Legisla-  
2 tures of Louisiana and Texas shall be given by the Governor  
3 thereof to the Governor of the other state and to the Presi-  
4 dent of the United States. The President is hereby requested  
5 to give notice to the Governors of Texas and Louisiana of the  
6 consent to this Compact by the Congress of the United  
7 States.

8 (b) This compact shall become effective, binding, and  
9 obligatory when, and only when:

10 (1) It has been duly ratified by Louisiana and  
11 Texas;

12 (2) The Red River Compact has been duly ratified  
13 by the State of Texas; and

14 (3) It has been consented to by an Act of the  
15 Congress of the United States, which Act provides  
16 that:

17 Any other statute of the United States, to the  
18 contrary notwithstanding, in any case or contro-  
19 versy:

20 which involves the construction or applica-  
21 tion of this Compact; in which Louisiana or  
22 Texas is a plaintiff; and which is within the  
23 judicial power of the United States as set  
24 forth in the Constitution of the United  
25 States;

1           and without any requirement, limitation, or regard  
2           as to the sum or value of the matter in contro-  
3           versy, or of the place of residence or citizenship  
4           of, or of the nature, character, or legal status of  
5           any of the other proper parties plaintiff or defend-  
6           ant in such case or controversy:

7                   The consent of Congress is given to name  
8                   and join the United States as a party defend-  
9                   ant or otherwise in any such case or contro-  
10                  versy in the Supreme Court of the United  
11                  States if the United States is an indispens-  
12                  able party thereto.

13           (c) The United States District Courts shall have original  
14           jurisdiction (concurrent with that of the Supreme Court of the  
15           United States, and concurrent with that of any other federal  
16           or state court, in matters in which the Supreme Court or  
17           other court has original jurisdiction) of any case or contro-  
18           versy involving the application or construction of this Com-  
19           pact; that said jurisdiction shall include but not be limited to  
20           suits between Louisiana and Texas, and that the venue of  
21           such case or controversy may be brought in any judicial dis-  
22           trict in which the acts complained of, or any portion thereof,  
23           occur.

1 Signed and Approved This 26 Day of January, 1979.

FRED PARKEY  
Wichita Falls, Texas

SENATOR DON WILLIAMSON  
Shreveport, Louisiana

ARTHUR THEIS  
Baton Rouge, Louisiana

SENATOR ED HOWARD  
Texarkana, Texas

WILLIAM M. HUFFMAN  
Marshall, Texas

CALHOUN ALLEN  
Shreveport, Louisiana

2 SEC. 2. In order to carry out the purposes of this Act,  
3 and the purposes of section 9 of this compact consented to by  
4 Congress by this Act, the congressional consent to this com-  
5 pact includes and expressly gives the consent of Congress to  
6 have the United States of America named and joined as a  
7 party defendant or otherwise in the United States Supreme  
8 Court or other court of concurrent jurisdiction in any case or  
9 controversy, and if such case or controversy involving the  
10 construction or application of this compact, in which one or  
11 more of the signatory States to this compact is a plaintiff,  
12 and which is within the judicial power of the United States as  
13 set forth in the Constitution of the United States, if the  
14 United States of America is an indispensable party; and with-  
15 out any requirement, limitation, or regard as to the sum or  
16 value of the matter in controversy, or of the place of resi-

1 dence or citizenship of, or of the nature, character, or legal  
2 status of, any of the other proper parties plaintiff or defend-  
3 ant in such case or controversy.

4       SEC. 3. The right to alter, amend, or repeal this Act is  
5 expressly reserved.

6       SEC. 4. The United States district courts shall have  
7 original jurisdiction (concurrent with that of the Supreme  
8 Court of the United States, and concurrent with that of any  
9 other Federal or State court, in matters in which the Su-  
10 preme Court, or other court has original jurisdiction) of any  
11 case or controversy involving the application of construction  
12 of this compact; that said jurisdiction shall include, but not be  
13 limited to, suits between signatory States; and that the venue  
14 of such case or controversy may be in any judicial district in  
15 which the acts complained of, or any portion thereof, occur.

96TH CONGRESS  
2D SESSION

# H. R. 7206

To grant the consent of the United States to the Red River Compact among the States of Arkansas, Louisiana, Oklahoma, and Texas.

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## IN THE HOUSE OF REPRESENTATIVES

APRIL 29, 1980

Mr. HALL of Texas introduced the following bill; which was referred to the Committee on the Judiciary

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## A BILL

To grant the consent of the United States to the Red River Compact among the States of Arkansas, Louisiana, Oklahoma, and Texas.

1        *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*  
3        SECTION 1. The consent of Congress is hereby given to  
4 the Red River Compact among the States of Arkansas, Lou-  
5 isiana, Oklahoma, and Texas, of May 12, 1978, as ratified by  
6 the States of Arkansas, Louisiana, Oklahoma, and Texas, as  
7 follows:

## PREAMBLE

1

2       The States of Arkansas, Louisiana, Oklahoma, and  
3 Texas, pursuant to the acts of their respective Governors or  
4 legislatures, or both, being moved by considerations of inter-  
5 state comity, have resolved to compact with respect to the  
6 water of the Red River and its tributaries. By Act of Con-  
7 gress, Public Law No. 346 (84th Congress, First Session),  
8 the consent of the United States has been granted for said  
9 States to negotiate and enter into a compact providing for an  
10 equitable apportionment of such water; and pursuant to that  
11 Act the President has designated the representative of the  
12 United States.

13       Further, the consent of Congress has been given for two  
14 or more States to negotiate and enter into agreements relat-  
15 ing to water pollution control by the provisions of the Federal  
16 Water Pollution Control Act (Public Law 92-500, 33 U.S.C.  
17 1251 et seq.).

18       The Signatory States acting through their duly author-  
19 ized Compact Commissioners, after several years of negotia-  
20 tions, have agreed to an equitable apportionment of the water  
21 of the Red River and its tributaries and do hereby submit and  
22 recommend that this compact be adopted by the respective  
23 legislatures and approved by Congress as hereinafter set  
24 forth:

## ARTICLE I

## PURPOSES

1

2

3

SECTION 1.01. The principal purposes of this Compact

4 are:

5

(a) To promote interstate comity and remove causes of controversy between each of the affected states by governing the use, control and distribution of the interstate water of the Red River and its tributaries;

9

10

(b) To provide an equitable apportionment among the Signatory States of the water of the Red River and its tributaries;

12

13

(c) To promote an active program for the control and alleviation of natural deterioration and pollution of the water of the Red River Basin and to provide for enforcement of the laws related thereto;

16

17

(d) To provide the means for an active program for the conservation of water, protection of lives and property from floods, improvement of water quality, development of navigation and regulation of flows in the Red River Basin; and

21

22

(e) To provide a basis for state or joint state planning and action by ascertaining and identifying each state's share in the interstate water of the Red River Basin and the apportionment thereof.

25

1

## ARTICLE II

2

## GENERAL PROVISIONS

3

SECTION 2.01. Each Signatory State may use the  
4 water allocated to it by this Compact in any manner deemed  
5 beneficial by that state. Each state may freely administer  
6 water rights and uses in accordance with the laws of that  
7 state, but such uses shall be subject to the availability of  
8 water in accordance with the apportionments made by this  
9 Compact.

10

SECTION 2.02. The use of water by the United States  
11 in connection with any individual Federal project shall be in  
12 accordance with the Act of Congress authorizing the project  
13 and the water shall be charged to the state or states receiv-  
14 ing the benefit therefrom.

15

SECTION 2.03. Any Signatory State using the channel  
16 of Red River or its tributaries to convey stored water shall be  
17 subject to an appropriate reduction in the amount which may  
18 be withdrawn at the point of removal to account for transmis-  
19 sion losses.

20

SECTION 2.04. The failure of any state to use any por-  
21 tion of the water allocated to it shall not constitute relin-  
22 quishment or forfeiture of the right to such use.

23

SECTION 2.05. Each Signatory State shall have the  
24 right to:

1 (a) Construct conservation storage capacity for the  
2 impoundment of water allocated by this Compact;

3 (b) Replace within the same area any storage ca-  
4 pacity recognized or authorized by this Compact made  
5 unusable by any cause, including losses due to sedi-  
6 ment storage;

7 (c) Construct reservoir storage capacity for the  
8 purposes of flood and sediment control as well as stor-  
9 age of water which is either imported or is to be ex-  
10 ported if such storage does not adversely affect the de-  
11 livery of water apportioned to any other Signatory  
12 State; and

13 (d) Use the bed and banks of the Red River and  
14 its tributaries to convey stored water, imported or ex-  
15 ported water, and water apportioned according to this  
16 Compact.

17 SECTION 2.06. Signatory States may cooperate to  
18 obtain construction of facilities of joint benefits to such states.

19 SECTION 2.07. Nothing in this Compact shall be  
20 deemed to impair or affect the powers, rights, or obligations  
21 of the United States, or those claiming under its authority,  
22 in, over and to water of the Red River Basin.

23 SECTION 2.08. Nothing in this Compact shall be con-  
24 strued to include within the water apportioned by this Com-  
25 pact any water consumed in each state by livestock or for

1 domestic purposes; provided, however, the storage of such  
2 water is in accordance with the laws of the respective states  
3 but any such impoundment shall not exceed 200 acre-feet, or  
4 such smaller quantity as may be provided for by the laws of  
5 each state.

6 SECTION 2.09. In the event any state shall import  
7 water into the Red River Basin from any other river basin,  
8 the Signatory State making the importation shall have the  
9 use of such imported water.

10 SECTION 2.10. Nothing in this Compact shall be  
11 deemed to:

12 (a) Interfere with or impair the right or power of  
13 any Signatory State to regulate within its boundaries  
14 the appropriation, use, and control of water, or quality  
15 of water, not inconsistent with its obligations under  
16 this Compact;

17 (b) Repeal or prevent the enactment of any legis-  
18 lation or the enforcement of any requirement by any  
19 Signatory State imposing any additional conditions or  
20 restrictions to further lessen or prevent the pollution or  
21 natural deterioration of water within its jurisdiction;  
22 provided nothing contained in this paragraph shall alter  
23 any provision of this Compact dealing with the appor-  
24 tionment of water or the rights thereto; or

1 (c) Waive any state's immunity under the Elev-  
2 enth Amendment of the Constitution of the United  
3 States, or as constituting the consent of any state to be  
4 sued by its own citizens.

5 SECTION 2.11. Accounting for apportionment purposes  
6 on interstate streams shall not be mandatory under the terms  
7 of the Compact until one or more affected states deem the  
8 accounting necessary.

9 SECTION 2.12. For the purposes of apportionment of  
10 the water among the Signatory States, the Red River is  
11 hereby divided into the following major subdivision:

12 (a) Reach I—the Red River and tributaries from  
13 the New Mexico-Texas State boundary to Denison  
14 Dam;

15 (b) Reach II—the Red River from Denison Dam  
16 to the point where it crosses the Arkansas-Louisiana  
17 state boundary and all tributaries which contribute to  
18 the flow of the River within this reach;

19 (c) Reach III—the tributaries west of the Red  
20 River which cross the Texas-Louisiana state boundary,  
21 the Arkansas-Louisiana state boundary, and those  
22 which cross both the Texas-Arkansas state boundary  
23 and the Arkansas-Louisiana state boundary;

1 (d) Reach IV—the tributaries east of the Red  
2 River in Arkansas which cross the Arkansas-Louisiana  
3 state boundary; and

4 (e) Reach V—that portion of the Red River and  
5 tributaries in Louisiana not included in Reach III or in  
6 Reach IV.

7 SECTION 2.13. If any part or application of this Com-  
8 pact shall be declared invalid by a court of competent juris-  
9 diction, all other severable provisions and applications of this  
10 Compact shall remain in full force and effect.

11 SECTION 2.14. Subject to the availability of water in  
12 accordance with this Compact, nothing in this Compact shall  
13 be held or construed to alter, impair, or increase, validate, or  
14 prejudice any existing water right or right of water use that  
15 is legally recognized on the effective date of this Compact by  
16 either statutes or courts of the Signatory State within which  
17 it is located.

### 18 ARTICLE III

#### 19 DEFINITIONS

20 SECTION 3.01. In this Compact:

21 (a) The States of Arkansas, Louisiana, Oklahoma,  
22 and Texas are referred to as "Arkansas," "Louisiana,"  
23 "Oklahoma," and "Texas," respectively, or individual-  
24 ly as "State" or "Signatory State," or collectively as  
25 "States" or "Signatory States."

1           (b) The term "Red River" means the stream  
2 below the crossing of the Texas-Oklahoma state  
3 boundary at longitude 100 degrees west.

4           (c) The term "Red River Basin" means all of the  
5 natural drainage area of the Red River and its tribu-  
6 taries east of the New Mexico-Texas state boundary  
7 and above its junction with Atchafalaya and Old  
8 Rivers.

9           (d) The term "water of the Red River Basin"  
10 means the water originating in any part of the Red  
11 River Basin and flowing to or in the Red River or any  
12 of its tributaries.

13           (e) The term "tributary" means any stream which  
14 contributes to the flow of the Red River.

15           (f) The term "interstate tributary" means a tribu-  
16 tary of the Red River, the drainage area of which in-  
17 cludes portions of two or more Signatory States.

18           (g) The term "intrastate tributary" means a tribu-  
19 tary of the Red River, the drainage area of which is  
20 entirely within a single Signatory State.

21           (h) The term "Commission" means the agency  
22 created by Article IX of this Compact for the adminis-  
23 tration thereof.

24           (i) The term "pollution" means the alteration of  
25 the physical, chemical or biological characteristics of

1 water by the acts or instrumentalities of man which  
2 create or are likely to result in a material and adverse  
3 effect upon human beings, domestic or wild animals,  
4 fish and other aquatic life, or adversely affect any  
5 other lawful use of such water; provided, that for the  
6 purpose of this Compact, "pollution" shall not mean or  
7 include "natural deterioration."

8 (j) The term "natural deterioration" means the  
9 material reduction in the quality of water resulting  
10 from the leaching of solubles from the soils and rocks  
11 through or over which the water flows naturally.

12 (k) The term "designated water" means water re-  
13 leased from storage, paid for by non-Federal interests,  
14 for delivery to a specific point of use or diversion.

15 (l) The term "undesignated water" means all  
16 water released from storage other than "designated  
17 water."

18 (m) The term "conservation storage capacity"  
19 means that portion of the active capacity of reservoirs  
20 available for the storage of water for subsequent bene-  
21 ficial use, and it excludes any portion of the capacity of  
22 reservoirs allocated solely to flood control and sediment  
23 control, or either of them.

24 (n) The term "runoff" means both the portion of  
25 precipitation which runs off the surface of a drainage

1 area and that portion of the precipitation that enters  
2 the streams after passing through the portions of the  
3 earth.

#### 4 ARTICLE IV

#### 5 APPORTIONMENT OF WATER—REACH I

#### 6 OKLAHOMA—TEXAS

#### 7 Subdivision of Reach I and Apportionment of Water

#### 8 Therein

9 Reach I of the Red River is divided into topographical sub-  
10 basins, with the water therein allocated as follows:

11 SECTION 4.01. Subbasin 1—Interstate streams—  
12 Texas.

13 (a) This includes the Texas portion of Buck Creek, Sand  
14 (lebos) Creek, Salt Fork Red River, Elm Creek, North Fork  
15 Red River, Sweetwater Creek, and Washita River, together  
16 with all their tributaries in Texas which lie west of the 100th  
17 Meridian.

18 (b) The annual flow within this subbasin is hereby ap-  
19 portioned sixty (60) percent to Texas and forty (40) percent  
20 to Oklahoma.

21 SECTION 4.02. Subbasin 2—Intrastate and Interstate  
22 streams—Oklahoma.

23 (a) This subbasin is composed of all tributaries of the  
24 Red River in Oklahoma and portions thereof upstream to the  
25 Texas-Oklahoma state boundary at longitude 100 degrees

1 west, beginning from Denison Dam and upstream to and in-  
2 cluding Buck Creek.

3 (b) The State of Oklahoma shall have free and unres-  
4 tricted use of the water of this subbasin.

5 SECTION 4.03. Subbasin 3—Intrastate streams—  
6 Texas.

7 (a) This includes the tributaries of the Red River in  
8 Texas, beginning from Denison Dam and upstream to and  
9 including Prairie Dog Town Fork Red River.

10 (b) The State of Texas shall have free and unrestricted  
11 use of the water in this subbasin.

12 SECTION 4.04. Subbasin 4—Mainstem of the Red River  
13 and Lake Texoma.

14 (a) This subbasin includes all of Lake Texoma and the  
15 Red River beginning at Denison Dam and continuing up-  
16 stream to the Texas-Oklahoma state boundary at longitude  
17 100 degrees west.

18 (b) The storage of Lake Texoma and flow from the  
19 mainstem of the Red River into Lake Texoma is apportioned  
20 as follows:

21 (1) Oklahoma 200,000 acre-feet and Texas  
22 200,000 acre-feet, which quantities shall include exist-  
23 ing allocations and uses; and

24 (2) Additional quantities in a ratio of fifty (50)  
25 percent to Oklahoma and fifty (50) percent to Texas.



1 SECTION 5.01. Subbasin 1—Intrastate streams—  
2 Oklahoma.

3 (a) This subbasin includes those streams and their tribu-  
4 taries above existing, authorized and proposed last down-  
5 stream major damsites, wholly in Oklahoma and flowing into  
6 Red River below Denison Dam and above the Oklahoma-  
7 Arkansas state boundary. These streams and their tributaries  
8 with existing authorized and proposed last downstream  
9 major damsites are as follows:

Stream	Site	Ac-ft	Location	
			Latitude	Longitude
Island-Bayou ....	Albany.....	85,200	33 51.5 N.....	96 11.4 W.
Blue River .....	Durant.....	147,000	33 55.5 N.....	96 04.2 W.
Boggy River .....	Boswell.....	1,243,800	34 01.6 N.....	95 45.0 W.
Kiamichi River..	Hugo.....	240,700	34 01.0 N.....	95 22.6 W.

10 (b) Oklahoma is apportioned the water of this subbasin  
11 and shall have unrestricted use thereof.

12 SECTION 5.02. Subbasin 2—Intrastate streams—  
13 Texas.

14 (a) This subbasin includes those streams and their tribu-  
15 taries above existing authorized or proposed last downstream  
16 major damsites, wholly in Texas and flowing into Red River  
17 below Denison Dam and above the Texas-Arkansas state  
18 boundary. These streams and their tributaries with existing,  
19 authorized or proposed last downstream major damsites are  
20 as follows:

Stream	Site	Ac-ft	Location	
			Latitude	Longitude
Shawnee Creek.	Randall Lake ....	5,400	33 48.1 N.....	96 34.8 W.
Brushy Creek....	Valley Lake .....	15,000	33 38.7 N.....	96 21.5 W.
Bois d'Arc Creek.	New Bonham Reservoir.	130,600	33 42.9 N.....	95 58.2 W.
Coffee Mill Creek.	Coffee Mill Lake.	8,000	33 44.1 N.....	95 58.0 W.
Sandy Creek .....	Lake Crockett...	3,900	33 44.5 N.....	95 55.5 W.
Sanders Creek...	Pat Mayse.....	124,500	33 51.2 N.....	95 32.9 W.
Pine Creek.....	Lake Crook.....	11,011	33 43.7 N.....	95 34.0 W.
Big Pine Creek.	Big Pine Lake...	138,600	33 52.0 N.....	95 11.7 W.
Pecan Bayou.....	Pecan Bayou.....	625,000	33 41.1 N.....	94 58.7 W.
Mud Creek.....	Liberty Hill.....	97,700	33 33.0 N.....	94 29.3 W.
Mud Creek.....	KVW Ranch Lakes (3).	3,440	33 34.8 N.....	94 27.3 W.

1 (b) Texas is apportioned the water of this subbasin and  
2 shall have unrestricted use thereof.

3 SECTION 5.03. Subbasin 3—Interstate Streams—Okla-  
4 homa and Arkansas.

5 (a) This subbasin includes Little River and its tributaries  
6 above Millwood Dam.

7 (b) The States of Oklahoma and Arkansas shall have  
8 free and unrestricted use of the water of this subbasin within  
9 their respective states, subject, however, to the limitation,  
10 that Oklahoma shall allow a quantity of water equal to 40  
11 percent of the total runoff originating below the following  
12 existing, authorized or proposed last downstream major dam-  
13 sites in Oklahoma to flow into Arkansas:

Stream	Site	Ac-ft	Location	
			Latitude	Longitude
Little River .....	Pine Creek .....	70,500	34 06.8 N .....	95 04.9 W.
Glover Creek ....	Lukfata .....	258,600	34 08.5 N .....	94 55.4 W.
Mountain Fork River.	Broken Bow .....	470,100	34 08.9 N .....	94 41.2 W.

1 (c) Accounting will be on an annual basis unless other-  
2 wise deemed necessary by the States of Arkansas and  
3 Oklahoma.

4 SECTION 5.04 Subbasin 4—Interstate streams—Texas  
5 and Arkansas.

6 (a) This subbasin shall consist of those streams and their  
7 tributaries above existing, authorized or proposed last down-  
8 stream major damsites, originating in Texas and crossing the  
9 Texas-Arkansas state boundary before flowing into the Red  
10 River in Arkansas. These streams and their tributaries with  
11 existing, authorized or proposed last downstream major dam-  
12 sites are as follows:

Stream	Site	Ac-ft	Location	
			Latitude	Longitude
McKinney Bayou Trib..	Bringle Lake .....	3,052	33 30.6 N .....	94 06.2 W.
Barkman Creek.	Barkman Reservoir.	15,900	33 29.7 N .....	94 10.3 W.
Sulphur River ...	Texarkana .....	386,900	33 18.3 N .....	94 09.6 W.

13 (b) The State of Texas shall have the free and unre-  
14 stricted use of the water of this subbasin.

1       SECTION 5.05. Subbasin 5—Mainstream of the Red  
2 River and tributaries.

3       (a) This subbasin includes that portion of the Red River,  
4 together with its tributaries, from Denison Dam down to the  
5 Arkansas-Louisiana state boundary, excluding all tributaries  
6 included in the other four subbasins of Reach II.

7       (b) Water within this subbasin is allocated as follows:

8           (1) The Signatory States shall have equal rights  
9 to the use of runoff originating in subbasin 5 and  
10 undesignated water flowing into subbasin 5, so long as  
11 the flow of the Red River at the Arkansas-Louisiana  
12 state boundary is 3,000 cubic feet per second or more,  
13 provided no state is entitled to more than 25 percent of  
14 the water in excess of 3,000 cubic feet per second.

15           (2) Whenever the flow of the Red River at the  
16 Arkansas-Louisiana state boundary is less than 3,000  
17 cubic feet per second, but more than 1,000 cubic feet  
18 per second, the States of Arkansas, Oklahoma, and  
19 Texas shall allow to flow into the Red River for deliv-  
20 ery to the State of Louisiana a quantity of water equal  
21 to 40 percent of the total weekly runoff originating in  
22 subbasin 5 and 40 percent of undesignated water flow-  
23 ing into subbasin 5; provided, however, that this re-  
24 quirement shall not be interpreted to require any state  
25 to release stored water.

1           (3) Whenever the flow of the Red River at the  
2           Arkansas-Louisiana state boundary falls below 1,000  
3           cubic feet per second, the States of Arkansas, Okla-  
4           homa, and Texas shall allow a quantity of water equal  
5           to all the weekly runoff originating in subbasin 5 and  
6           all undesignated water flowing in subbasin 5 within  
7           their respective states to flow into the Red River as  
8           required to maintain a 1,000 cubic foot per second flow  
9           at the Arkansas-Louisiana state boundary.

10          (c) Whenever the flow at Index, Arkansas, is less than  
11          526 c.f.s., the states of Oklahoma and Texas shall each allow  
12          a quantity of water equal to 40 percent of the total weekly  
13          runoff originating in subbasin 5 within their respective states  
14          to flow into the Red River; provided however, this provision  
15          shall be invoked only at the request of Arkansas, only after  
16          Arkansas has ceased all diversions from the Red River itself  
17          in Arkansas above Index, and only if the provisions of Sub-  
18          sections 5.05(b) (2) and (3) have not caused a limitation of  
19          diversions in subbasin 5.

20          (d) No state guarantees to maintain a minimum low flow  
21          to a downstream state.

22          SECTION 5.06. Special Provisions.

23          (a) Reservoirs within the limits of Reach II, subbasin 5,  
24          with a conservation storage capacity of 1,000 acre feet or  
25          less in existence or authorized on the date of the Compact

1 pursuant to the rights and privileges granted by a Signatory  
 2 State authorizing such reservoirs, shall be exempt from the  
 3 provisions of Section 5.05; provided, if any right to store  
 4 water in, or use water from, an existing exempt reservoir  
 5 expires or is cancelled after the effective date of the Compact  
 6 the exemption for such rights provided by this section shall  
 7 be lost.

8 (b) A Signatory State may authorize a change in the  
 9 purpose or place of use of water from a reservoir exempted  
 10 by subparagraph (a) of this section without losing that ex-  
 11 emption, if the quantity of authorized use and storage is not  
 12 increased.

13 (c) Additionally, exemptions from the provisions of Sec-  
 14 tion 5.05 shall not apply to direct diversions from Red River  
 15 to off-channel reservoirs or lands.

## 16 ARTICLE VI

### 17 APPORTIONMENT OF WATER—REACH III

#### 18 ARKANSAS, LOUISIANA, AND TEXAS

19 Subdivision of Reach III and Allocation of Water Therein  
 20 Reach III of the Red River is divided into topographic sub-  
 21 basins, and the water therein allocated, as follows:

22 SECTION 6.01. Subbasin 1—Interstate streams—Ar-  
 23 kansas and Texas.

24 (a) This subbasin includes the Texas portion of those  
 25 streams crossing the Arkansas-Texas state boundary one or

1 more times and flowing through Arkansas into Cypress  
2 Creek-Twelve Mile Bayou watershed in Louisiana.

3 (b) Texas is apportioned sixty (60) percent of the runoff  
4 of this subbasin and shall have unrestricted use thereof; Ar-  
5 kansas is entitled to forty (40) percent of the runoff of this  
6 subbasin.

7 SECTION 6.02. Subbasin 2—Interstate streams—Ar-  
8 kansas and Louisiana.

9 (a) This subbasin includes the Arkansas portion of those  
10 streams flowing from Subbasin 1 into Arkansas, as well as  
11 other streams in Arkansas which cross the Arkansas-Louisiana  
12 state boundary one or more times and flow into Cypress  
13 Creek-Twelve Mile Bayou watershed in Louisiana.

14 (b) Arkansas is apportioned sixty (60) percent of the  
15 runoff of this subbasin and shall have unrestricted use there-  
16 of; Louisiana is entitled to forty (40) percent of the runoff of  
17 this subbasin.

18 SECTION 6.03. Subbasin 3—Interstate streams—Texas  
19 and Louisiana.

20 (a) This subbasin includes the Texas portion of all tribu-  
21 taries crossing the Texas-Louisiana state boundary one or  
22 more times and flowing into Caddo Lake, Cypress Creek-  
23 Twelve Mile Bayou or Cross Lake, as well as the Louisiana  
24 portion of such tributaries.

1 (b) Texas and Louisiana within their respective bound-  
2 aries shall each have the unrestricted use of the water of this  
3 subbasin subject to the following allocation:

4 (1) Texas shall have the unrestricted right to all  
5 water above Marshall, Lake O' the Pines, and Black  
6 Cypress damsites; however, Texas shall not cause  
7 runoff to be depleted to a quantity less than that which  
8 would have occurred with the full operation of Franklin  
9 County, Titus County, Ellison Creek, Johnson Creek,  
10 Lake O' the Pines, Marshall, and Black Cypress Res-  
11 ervoirs constructed, and those other impoundments and  
12 diversions existing on the effective date of this Com-  
13 pact. Any depletions of runoff in excess of the deple-  
14 tions described above shall be charged against Texas'  
15 apportionment of the water in Caddo Reservoir.

16 (2) Texas and Louisiana shall each have the un-  
17 restricted right to use fifty (50) percent of the conser-  
18 vation storage capacity in the present Caddo Lake for  
19 the impoundment of water for state use, subject to the  
20 provision that supplies for existing uses of water from  
21 Caddo Lake, on date of Compact, are not reduced.

22 (3) Texas and Louisiana shall each have the un-  
23 restricted right to fifty (50) percent of the conservation  
24 storage capacity of any future enlargement of Caddo  
25 Lake, provided, the two states may negotiate for the

1 release of each state's share of the storage space on  
2 terms mutually agreed upon by the two states after the  
3 effective date of this Compact.

4 (4) Inflow to Caddo Lake from its drainage area  
5 downstream from Marshall, Lake O' the Pines, and  
6 Black Cypress damsites and downstream from other  
7 last downstream dams in existence on the date of the  
8 signing of the Compact document by the Compact  
9 Commissioners, will be allowed to continue flowing  
10 into Caddo Lake except that any manmade depletions  
11 to this inflow by Texas will be subtracted from the  
12 Texas share of the water in Caddo Lake.

13 (c) In regard to the water of interstate streams which do  
14 not contribute to the inflow to Cross Lake or Caddo Lake,  
15 Texas shall have the unrestricted right to divert and use this  
16 water on the basis of a division of runoff above the state  
17 boundary of sixty (60) percent to Texas and forty (40) per-  
18 cent to Louisiana.

19 (d) Texas and Louisiana will not construct improve-  
20 ments on the Cross Lake watershed in either state that will  
21 affect the yield of Cross Lake; provided, however, this sub-  
22 section shall be subject to the provisions of Section 2.08.

23 SECTION 6.04. Subbasin 4—Intrastate streams—Lou-  
24 isiana:

1 (a) This subbasin includes that area of Louisiana in  
2 Reach III not included within any other subbasin:

3 (b) Louisiana shall have free and unrestricted use of the  
4 water of this subbasin.

## 5 ARTICLE VII

### 6 APPORTIONMENT OF WATER—BEACH IV

#### 7 ARKANSAS AND LOUISIANA

8 Subdivision of Reach IV and Allocation of Water Therein.

9 Reach IV of the Red River is divided into topographic subba-  
10 sins, and the water therein allocated as follows:

11 SECTION 7.01. Subbasin 1—Intrastate streams—Ar-  
12 kansas.

13 (a) This subbasin includes those streams and their tribu-  
14 taries above last downstream major damsites originating in  
15 Arkansas and crossing the Arkansas-Louisiana state bound-  
16 ary before flowing into the Red River in Louisiana. Those  
17 major last downstream damsites are as follows:

Stream	Site	Ac-ft	Location	
			Latitude	Longitude
Ouachita River..	Lake Catherine.	19,000	34°26.6' N.....	93°01.6' W.
Caddo River.....	DeGray Lake....	1,377,000	34°13.2' N.....	93°06.6' W.
Little Missouri River.	Lake Greeson....	600,000	34°08.9' N.....	93°42.9' W.
Alum Fork, Saline River.	Lake Winona ....	63,264	32°47.8' N.....	92°51.0' W.

18 (b) Arkansas is apportioned the waters of this subbasin  
19 and shall have unrestricted use thereof.

1           SECTION 7.02. Subbasin 2—Interstate Streams—Ar-  
2   kansas and Louisiana.

3           (a) This subbasin shall consist of Reach IV less subbasin  
4   1 as defined in Section 7.01 (a) above.

5           (b) The State of Arkansas shall have free and unrestrict-  
6   ed use of the water of this reach subject to the limitation that  
7   Arkansas shall allow a quantity of water equal to forty (40)  
8   percent of the weekly runoff originating below or flowing  
9   from the last downstream major damsite to flow into Louisi-  
10   ana. Where there are no designated last downstream dam-  
11   sites, Arkansas shall allow a quantity of water equal to forty  
12   (40) percent of the total weekly runoff originating above the  
13   state boundary to flow into Louisiana. Use of water in this  
14   subbasin is subject to low flow provisions of subparagraph  
15   7.03 (b).

16           SECTION 7.03. Special Provisions.

17           (a) Arkansas may use the beds and banks of segments of  
18   Reach IV for the purpose of conveying its share of water to  
19   designated downstream diversions.

20           (b) The State of Arkansas does not guarantee to main-  
21   tain a minimum low flow for Louisiana in Reach IV. Howev-  
22   er, on the following streams when the use of water in Arkan-  
23   sas reduces the flow at the Arkansas-Louisiana state bound-  
24   ary to the following amounts:

25                   (1) Ouachita—780 cfs

25

1 (2) Bayou Bartholomew—80 cfs

2 (3) Boeuf River—40 cfs

3 (4) Bayou Macon—40 cfs

4 the State of Arkansas pledges to take affirmative steps to  
 5 regulate the diversions of runoff originating or flowing into  
 6 Reach IV in such a manner as to permit an equitable appor-  
 7 tionment of the runoff as set out herein to flow into the State  
 8 of Louisiana. In its control and regulation of the water of  
 9 Reach IV any adjudication or order rendered by the State of  
 10 Arkansas or any of its instrumentalities or agencies affecting  
 11 the terms of this Compact shall not be effective against the  
 12 State of Louisiana nor any of its citizens or inhabitants until  
 13 approved by the Commission.

14 **ARTICLE VIII**

15 **APPORTIONMENT OF WATER—REACH V**

16 **SECTION 8.01.** Reach V of the Red River consists of  
 17 the mainstem Red River and all of its tributaries lying wholly  
 18 within the State of Louisiana. The State of Louisiana shall  
 19 have free and unrestricted use of the water of this subbasin.

20 **ARTICLE IX**

21 **ADMINISTRATION OF THE COMPACT**

22 **SECTION 9.01.** There is hereby created an interstate  
 23 administrative agency to be known as the "Red River Com-  
 24 pact Commission," hereinafter called the "Commission." The  
 25 Commission shall be composed of two representatives from

1 each Signatory State who shall be designated or appointed in  
2 accordance with the laws of each state, and one Commission-  
3 er representing the United States, who shall be appointed by  
4 the President. The Federal Commissioner shall be the Chair-  
5 man of the Commission but shall not have the right to vote.  
6 The failure of the President to appoint a Federal Commis-  
7 sioner will not prevent the operation or effect of this Com-  
8 pact, and the eight representatives from the Signatory States  
9 will elect a Chairman for the Commission.

10 SECTION 9.02. The Commission shall meet and orga-  
11 nize within 60 days after the effective date of this Compact.  
12 Thereafter, meetings shall be held at such times and places  
13 as the Commission shall decide.

14 SECTION 9.03. Each of the two Commissioners from  
15 each state shall have one vote: *Provided, however,* That if  
16 only one representative from a state attends he is authorized  
17 to vote on behalf of the absent Commissioner from that state.  
18 Representatives from three states shall constitute a quorum.  
19 Any action concerned with administration of this Compact or  
20 any action requiring compliance with specific terms of this  
21 Compact shall require six concurring votes. If a proposed  
22 action of the Commission affects existing water rights in a  
23 State, and that action is not expressly provided for in this  
24 Compact, eight concurring votes shall be required.

1           SECTION 9.04.

2           (a) The salaries and personal expenses of each state's  
3 representative shall be paid by the government that it repre-  
4 sents, and the salaries and personal expenses of the Federal  
5 Commissioner will be paid for by the United States.

6           (b) The Commission's expenses for any additional  
7 stream flow gaging stations shall be equitably apportioned  
8 among the states involved in the reach in which the stream  
9 flow gaging stations are located.

10          (c) All other expenses incurred by the Commission shall  
11 be borne equally by the Signatory States and shall be paid by  
12 the Commission out of the "Red River Compact Commission  
13 Fund." Such Fund shall be initiated and maintained by equal  
14 payments of each state into the fund. Disbursement shall be  
15 made from the fund in such manner as may be authorized by  
16 the Commission. Such fund shall not be subject to audit and  
17 accounting procedures of the State; however, all receipts and  
18 disbursements of the fund by the Commission shall be audited  
19 by a qualified independent public accountant at regular inter-  
20 vals, and the report of such audits shall be included in and  
21 become a part of the annual report of the Commission. Each  
22 State shall have the right to make its own audit of the ac-  
23 counts of the Commission at any reasonable time.

## ARTICLE X

## POWERS AND DUTIES OF THE COMMISSION

SECTION 10.01. The Commission shall have the power

to:

(a) Adopt rules and regulations governing its operation and enforcement of the terms of the Compact;

(b) Establish and maintain an office for the conduct of its affairs and, if desirable, from time to time, change its location;

(c) Employ or contract with such engineering, legal, clerical, and other personnel as it may determine necessary for the exercise of its functions under this Compact without regard to the Civil Service Laws of any Signatory State; provided that such employees shall be paid by and be responsible to the Commission and shall not be considered employees of any Signatory State;

(d) Acquire, use and dispose of such real and personal property as it may consider necessary;

(e) Enter into contracts with appropriate State or Federal agencies for the collection, correlation, and presentation of factual data, for the maintenance of records and for the preparation of reports;

(f) Secure from the head of any department or agency of the Federal or State government such infor-

1       mation as it may need or deem to be useful for carry-  
2       ing out its functions and as may be available to or  
3       procurable by the department or agency to which the  
4       request is addressed; provided such information is not  
5       privileged and the department or agency is not pre-  
6       cluded by law from releasing same;

7               (g) Make findings, recommendations, or reports in  
8       connection with carrying out the purposes of this com-  
9       pact, including, but not limited to, a finding that a Sig-  
10      natory State is or is not in violation of any of the pro-  
11      visions of this Compact. The Commission is authorized  
12      to make such investigations and studies, and to hold  
13      such hearings as it may deem necessary for said pur-  
14      poses. It is authorized to make and file official certified  
15      copies of any of its findings, recommendations or re-  
16      ports with such officers or agencies of any Signatory  
17      State, or the United States, as may have any interest  
18      in or jurisdiction over the subject matter. The making  
19      of finds, recommendations, or reports by the Commis-  
20      sion shall not be a condition precedent to the institut-  
21      ing or maintaining of any action or proceeding of any  
22      kind by a Signatory State in any court or tribunal, or  
23      before any agency or officer, for the protection of any  
24      right under this Compact or for the enforcement of any  
25      of its provisions; and

1           (h) Print or otherwise reproduce and distribute its  
2 proceedings and reports.

3           SECTION 10.02 The Commission shall:

4           (a) Cause to be established, maintained, and operated  
5 such stream, reservoir and other gaging stations  
6 as are necessary for the proper administration of the  
7 Compact;

8           (b) Cause to be collected, analyzed and reported  
9 such information on stream flows, water quality, water  
10 storage and such other data as are necessary for the  
11 proper administration of the Compact;

12           (c) Perform all other functions required of it by  
13 the Compact and do all things necessary, proper and  
14 convenient in the performance of its duties thereunder;

15           (d) Prepare and submit to the Governor of each of  
16 the Signatory States a budget covering the anticipated  
17 expenses of the Commission for the following fiscal bi-  
18 ennium;

19           (e) Prepare and submit an annual report to the  
20 Governor of each Signatory State and to the President  
21 of the United States covering the activities of the  
22 Commission for the preceding fiscal year, together with  
23 an accounting of all funds received and expended by it  
24 in the conduct of its work;

1           (f) Make available to the Governor or to any official agency of the Signatory State or to any authorized representative of the United States, upon request, any information within its possession;

2           (g) Not incur any obligation in excess of the unencumbered balance of its funds, nor pledge the credit of any of the Signatory States; and

3           (h) Make available to a Signatory State or the United States in any action arising under this Compact; without subpena, the testimony of any officer or employee of the Commission having knowledge of any relevant facts.

## 13                                   ARTICLE XI

### 14                                   POLLUTION

15       SECTION 11.01. The Signatory States recognize that  
16 the increase in population and the growth of industrial, agricultural, mining and other activities combined with natural  
17 pollution sources may lead to a diminution of the quality of  
18 water in the Red River Basin which may render the water  
19 harmful or injurious to the health and welfare of the people  
20 and impair the usefulness or public enjoyment of the water  
21 for beneficial purposes, thereby resulting in adverse social,  
22 economic, and environmental impacts.

23       SECTION 11.02. Although affirming the primary duty  
24 and responsibility of each Signatory State to take appropriate  
25

1 action under its own laws to prevent, diminish, and regulate  
2 all pollution sources within its boundaries which adversely  
3 affect the water of the Red River Basin, the states recognize  
4 that the control and abatement of the naturally occurring sa-  
5 linity sources as well as, under certain circumstances, the  
6 maintenance and enhancement of the quality of water in the  
7 Red River Basin may require the cooperative action of all  
8 states.

9 SECTION 11.03. The Signatory States agree to cooper-  
10 ate with agencies of the United States to devise and effectu-  
11 ate means of alleviating the natural deterioration of the water  
12 of the Red River Basin.

13 SECTION 11.04. The Commission shall have the power  
14 to cooperate with the United States, the Signatory States  
15 and other entities in programs for abating and controlling  
16 pollution and natural deterioration of the water of the Red  
17 River Basin, and to recommend reasonable water quality ob-  
18 jectives to the states.

19 SECTION 11.05. Each Signatory State agrees to main-  
20 tain current records of waste discharges into the Red River  
21 Basin and the type and quality of such discharges, which  
22 records shall be furnished to the Commission upon request.

23 SECTION 11.06. Upon receipt of a complaint from the  
24 Governor of a Signatory State that the interstate water of  
25 the Red River Basin in which it has an interest are being

1 materially and adversely affected by pollution and that the  
2 state in which the pollution originates has failed after reason-  
3 able notice to take appropriate abatement measures, the  
4 Commission shall make such findings as are appropriate and  
5 thereafter provide such findings to the Governor of the state  
6 in which such pollution originates and request appropriate  
7 corrective action. The Commission, however, shall not take  
8 any action with respect to pollution which adversely affects  
9 only the state in which such pollution originates.

10 SECTION 11.07. In addition to its other powers set forth  
11 under this Article, the Commission shall have the authority,  
12 upon receipt of six concurring votes, to utilize applicable  
13 Federal statutes to institute legal action in its own name  
14 against the person or entity responsible for interstate pollu-  
15 tion problems; provided, however, sixty (60) days before initi-  
16 ating legal action the Commission shall notify the Governor  
17 of the state in which the pollution source is located to allow  
18 that state an opportunity to initiate action in its own name.

19 SECTION 11.08. Without prejudice to any other  
20 remedy available to the Commission, or any Signatory State,  
21 any state which is materially and adversely affected by the  
22 pollution of the water of the Red River Basin by pollution  
23 originating in another Signatory State may institute a suit  
24 against any individual, corporation, partnership, or associ-  
25 ation, or against any Signatory State or political or govern-

1 mental subdivision thereof, or against any officer, agency, de-  
2 partment, bureau, district or instrumentality of or in any Sig-  
3 natory State contributing to such pollution in accordance  
4 with applicable Federal statutes. Nothing herein shall be con-  
5 strued as depriving any persons of any rights of action relat-  
6 ing to pollution which such person would have if this Com-  
7 pact had not been made.

8 **ARTICLE XII**

9 **TERMINATION AND AMENDMENT OF COMPACT**

10 **SECTION 12.01.** This Compact may be terminated at  
11 any time by appropriate action of the legislatures of all of the  
12 four Signatory States. In the event of such termination, all  
13 rights established under it shall continue unimpaired.

14 **SECTION 12.02.** This Compact may be amended at any  
15 time by appropriate action of the legislatures of all Signatory  
16 States that are affected by such amendment. The consent of  
17 the United States Congress must be obtained before any such  
18 amendment is effective.

19 **ARTICLE XIII**

20 **RATIFICATION AND EFFECTIVE DATE OF COMPACT**

21 **SECTION 13.01.** Notice of ratification of this Compact  
22 by the legislature of each Signatory State shall be given by  
23 the governor thereof to the governors of each of the other  
24 Signatory States and to the President of the United States.  
25 The President is hereby requested to give notice to the gov-

1 errors of each of the Signatory States of the consent of this  
2 Compact by the Congress of the United States.

3 SECTION 13.02. This Compact shall become effective,  
4 binding and obligatory when, and only when:

5 (a) It has been duly ratified by each of the Signa-  
6 tory States; and

7 (b) It has been consented to by an Act of the  
8 Congress of the United States,

9 which act provides that:

10 Any other statute of the United States to the contrary  
11 notwithstanding, in any case or controversy:

12 which involves the construction or application of this  
13 Compact; in which one or more of the Signatory States  
14 to this Compact is a plaintiff or plaintiffs; and

15 which is within the judicial power of the United States  
16 as set forth in the Constitution of the United States;

17 and without any requirement, limitation or regard as to the  
18 sum or value of the matter in controversy, or of the place of  
19 residence or citizenship of, or of the nature, character or  
20 legal status of, any of the other proper parties plaintiff or  
21 defendant in such case or controversy:

22 The consent of Congress is given to name and join the  
23 United States as a party defendant or otherwise in any  
24 such case or controversy in the Supreme Court of the

1 United States if the United States is an indispensable  
2 party thereto.

3 SECTION 13.03. The United States District Courts shall  
4 have original jurisdiction (concurrent with that of the Su-  
5 preme Court of the United States, and concurrent with that  
6 of any other Federal or state court, in matters in which the  
7 Supreme Court, or other court has original jurisdiction) of  
8 any case or controversy involving the application or construc-  
9 tion of this Compact; that said jurisdiction shall include, but  
10 not be limited to, suits between Signatory States; and that  
11 the venue of such case or controversy may be brought in any  
12 judicial district in which the acts complained of (or any por-  
13 tion thereof) occur.

14 SIGNED AND APPROVED on the 12th day of May,  
15 1978 at Denison Dam.

FOR ARKANSAS:

JOHN P. SAXTON  
Commissioner

FOR LOUISIANA:

ARTHUR R. THEIS  
Commissioner

FOR OKLAHOMA:

ORVILLE B. SAUNDERS  
Commissioner

FOR TEXAS:

FRED PARKEY  
Commissioner

## FOR UNITED STATES OF AMERICA:

R. C. MARSHALL, Major General

Representative

1       SECTION 2. In order to carry out the purposes of this  
2 Act, and the purposes of article XIII of this compact con-  
3 sented to by Congress by this Act, the congressional consent  
4 to this compact includes and expressly gives the consent of  
5 Congress to have the United States of America named and  
6 joined as a party defendant or otherwise in the United States  
7 Supreme Court or other court of concurrent jurisdiction, in  
8 any case or controversy involving the construction or applica-  
9 tion of this Compact in which one or more of the Signatory  
10 States to this Compact is a plaintiff, and which is within the  
11 judicial power of the United States as set forth in the Consti-  
12 tution of the United States, if the United States of America is  
13 an indispensable party and without any requirement, limita-  
14 tion or regard as to the sum or value of the matter in contro-  
15 versy, or of the place of residence or citizenship of, or of the

1 nature, character or legal status of, any of the other proper  
2 parties plaintiff or defendant in such case or controversy.

3 SECTION 3. The right to alter, amend, or repeal this  
4 Act is expressly reserved.

5 SECTION 4. The United States District Courts shall  
6 have original jurisdiction (concurrent with that of the Su-  
7 preme Court of the United States, and concurrent with that  
8 of any other Federal or state court, in matters in which the  
9 Supreme Court, or other court has original jurisdiction) of  
10 any case or controversy involving the application or construc-  
11 tion of this Compact; that said jurisdiction shall include, but  
12 not be limited to, suits between Signatory States; and that  
13 the venue of such case or controversy may be in any judicial  
14 district in which the acts complained of (or any portion there-  
15 of) occur.

○



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HECKMAN  
BINDERY INC.



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N. MANCHESTER,  
INDIANA 46962

