



Cotton and Grain Producers of the Lower Rio Grande Valley

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November 3, 2025

United States Trade Representative Jamieson Greer:

Cotton and Grain Producers of the Lower Rio Grande Valley (CGP-LRGV) appreciates the opportunity to comment on the 2026 renegotiation of the United States-Mexico-Canada Agreement (USMCA). Our association represents growers of cotton, sorghum, and corn in the four southernmost counties of Texas, also known as the Lower Rio Grande Valley.

The current USMCA and the previous trade agreement, NAFTA, both failed to recognize one of our oldest and most important trade agreements with Mexico, the 1944 Water Treaty, formally known as *Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande*, which stipulates terms for bartering water from the Colorado River in the US in exchange for water from the Rio Conchos and five other smaller tributaries in Mexico and how that water will be apportioned on the Lower Rio Grande. The full Treaty can be found on the website of the International Boundary and Water Commission (IBWC) at www.ibwc.gov/treaties/

Under terms of the 1944 Treaty, Mexico is stipulated to receive 1,500,000 acre-feet of water from the Colorado River annually, and the US is stipulated to receive one-third of the inflows reaching the Rio Grande from the Rio Conchos basin and the other five smaller tributaries, such that the US share shall be not less than an average of 350,000 acre-feet over a five year accounting period. A map of the Rio Grande, the Rio Conchos basin, and other tributaries in Mexico can be viewed on the IBWC website at <https://waterdata.ibwc.gov/AQWebportal/Data/Dashboard/19>

The majority of the watershed for the Lower Rio Grande lies in Mexico and the largest inflows to the Lower Rio Grande have historically been from the Rio Conchos and its associated tributaries. The Rio Conchos basin lies almost completely within the Mexican state of Chihuahua.

Per the Treaty terms in a normal year, Mexico receives over four times as much water from the US as the US receives from Mexico. Over a given five-year accounting period, the total water received by the US from Mexico is stipulated to be 1,750,000 acre-feet (350,000 x 5). There is a provision in the Treaty in the event of extraordinary drought or water infrastructure failure, that allows any remaining water debt at the end of a five year cycle to be carried over into the next five-year cycle, but not into a third cycle.

The 1944 Treaty worked well for many years despite variations in rainfall and stream flows. However, within the past thirty to forty years, Mexico, and specifically the state of Chihuahua, has willfully disregarded their obligation under the Treaty by building numerous additional dams and reservoirs within the Rio Conchos basin and greatly expanding their irrigated agriculture in that region. A map showing the impoundment dates and the total storage capacities is attached. The large extent of irrigated agriculture in Chihuahua can be easily seen all along the Rio Conchos and near the towns of Chihuahua and Camargo by viewing online satellite images.

The expansion of Chihuahuan dams and reservoirs and the associated irrigated acreage in the Rio Conchos basin was not an issue in times of plentiful or excessive rainfall in that region. But in recent decades, natural variation in rainfall has caused the water supply to be insufficient for meeting the Treaty obligations and supplying Chihuahua's greatly expanded irrigated acreage. As a result, Mexico and Chihuahua governments have chosen to intentionally disregard their Treaty

obligations in favor of keeping the water for their own expanded acreage, much of which is used to grow vegetables and nuts that are then sold to US markets. This practice should clearly be treated as a gross violation of this vital and long standing trade agreement.

Chihuahua's willful and greedy retention of Treaty water has forced them to adopt a grossly inaccurate interpretation of the Treaty terms, believing that any water stored in their reservoirs within the Rio Conchos basin is not subject to Treaty requirements, and that only water that falls below their reservoirs and water that overflows their most downstream reservoir is to be made available for Treaty obligations. Such interpretation is clearly both incorrect and disingenuous.

Furthermore, the requirement that the annual minimum of 350,000 acre-feet is stipulated to be the average minimum over a five-year accounting cycle has caused Mexico to often delay water payments until late in the cycle, while hoping for a tropical system to enter the Rio Conchos basin and overflow their reservoirs with more water than can be retained and then using only excess water for Treaty payments. And since the Treaty allows for any water debt remaining at the end of a five year cycle to be rolled into the next cycle in the event of "extraordinary drought", Mexico has often abused this provision by claiming "extraordinary drought", while the facts have been that the state of Chihuahua has elected to capture and use water internally that is owed to the US. By abusing this provision, Mexico has turned the five-year requirement for 1.75 million acre-feet into a ten year requirement for 3.5 million acre-feet, which is physically impossible to meet barring a five-hundred year flood dumping massive rainfall in the Rio Conchos basin. Due to the location of the Rio Conchos basin in the middle of Northern Mexico, half way between the Gulf and the Pacific, such events are rare and very unreliable.

Mexico has recently failed to make adequate water deliveries even in that rare case when ample water became available. In August of 2022, tropical system Invest 98L went into Northern Mexico and filled all the reservoirs in the Rio Conchos basin to at or near full capacity. At that time, reservoirs in Chihuahua contained three million acre-feet of water - more than enough for Mexico to become current on their water debt and even to make advance deliveries. Unfortunately, Mexico chose to keep most of that water and paid only a fraction of the debt at that time. The most recent five-year cycle ended on October 25, 2025 with Mexico in arrears by almost 900,000 acre-feet of water. Mexico will inevitably be claiming extraordinary drought again and rolling that water debt forward into the next five-year cycle. A graph from the IBWC, showing Mexico's inadequate water deliveries over the most recent five-year cycle is attached.

The provision in the Treaty requiring the US to receive an annual minimum of 350,000 acre-feet averaged over a five year period from Mexican tributaries on the Rio Grande is not a treaty requiring that divine intervention cause rainfall sufficient to create 350,000 acre-feet of excess runoff. The minimum requirement can only be interpreted as meaning that Mexico must release water stored within its reservoirs to meet any amount not caused by natural inflows or reservoir overflows into the Rio Grande. Furthermore, the 350,000 acre-feet minimum represents only the one-third US share of inflows, meaning that the total annual inflows to the Rio Grande must be at least 1,050,000 acre-feet (350,000 x 3) in order to meet the minimum inflows under the Treaty. The other two-thirds belongs to downstream users in Mexico, typically in the state of Tamaulipas.

In referring to the average annual minimum of 350,000 acre-feet and the provision for rolling remaining water debt into the next five year cycle, the Treaty states the following:

*"In the event of extraordinary drought or accident to the hydraulic systems on the measured Mexican tributaries, making it difficult for Mexico to **make available** the runoff of 350,000 acre-feet annually, allotted in subparagraph C of paragraph B of this Article to the United States as the minimum contribution of the aforesaid Mexican tributaries, any deficiencies existing at the end of the aforesaid five-year cycle shall be made up in the following five-year cycle with water from the said measured tributaries."*

Again, the Treaty reference for Mexico to “make available” the 350,000 acre-feet clearly indicates that Mexico is required to release water stored behind its dams as needed (and as possible) to meet the Treaty obligations. If the Treaty only allowed the US to receive water from rainfall falling below the Mexican reservoirs and that water which overflows the most downstream reservoir, Mexico would not be required to “make available” any water, as it would require no action on their part.

Mexico has been betting on a very unreliable gamble that they can delay water payments for five, or even ten, years hoping that a tropical system will bail them out of debt and allow them to meet the Treaty obligations. This imprudent bet has been at the expense of South Texas agriculture and related industries in the Lower Rio Grande Valley.

The year 2025 marks the third year that our irrigated producers in the LRGV have had little to no water available for farming. The only sugar mill in Texas closed in early 2024 due to lack of water to grow sugarcane. Our citrus industry is now on the verge of collapse as acreage has plummeted due to the water crisis.

Unfortunately, the 1944 Water Treaty has been nothing more than a handshake agreement, with no enforcement provisions and no penalty provisions, and Mexico has chosen to disregard their obligations under the Treaty.

A few opinion articles blame climate change as the cause of reduced rainfall and reduced water availability and therefore the reason for the Treaty violation. But the real cause has been Mexico’s and Chihuahua’s increase in water capture and usage for their own expansion of irrigated agriculture in the Rio Conchos basin.

Any future trade agreements, and especially the USMCA, should not ignore long-standing, pre-existing trade agreements, especially those which have been codified into bi-national treaties by the governments of both the US and Mexico. Full compliance with existing trade agreements and treaties should be required as a condition for favorable trade status and terms under the USMCA.

Cotton and Grain Producers of the LRGV requests that full compliance with the 1944 Water Treaty, including reliable annual water deliveries, be an integral requirement for favorable trading status in the renegotiated USMCA. We also request that the full dispute resolution and penalty process, including trade sanctions and tariffs, be made available for any non-compliance with the 1944 Water Treaty. We are confident the office of the US Trade Representative will agree that negotiating new trade agreements while ignoring Mexico’s failure to comply with an existing bi-national trade treaty would be unwise and would be unfair to US interests.

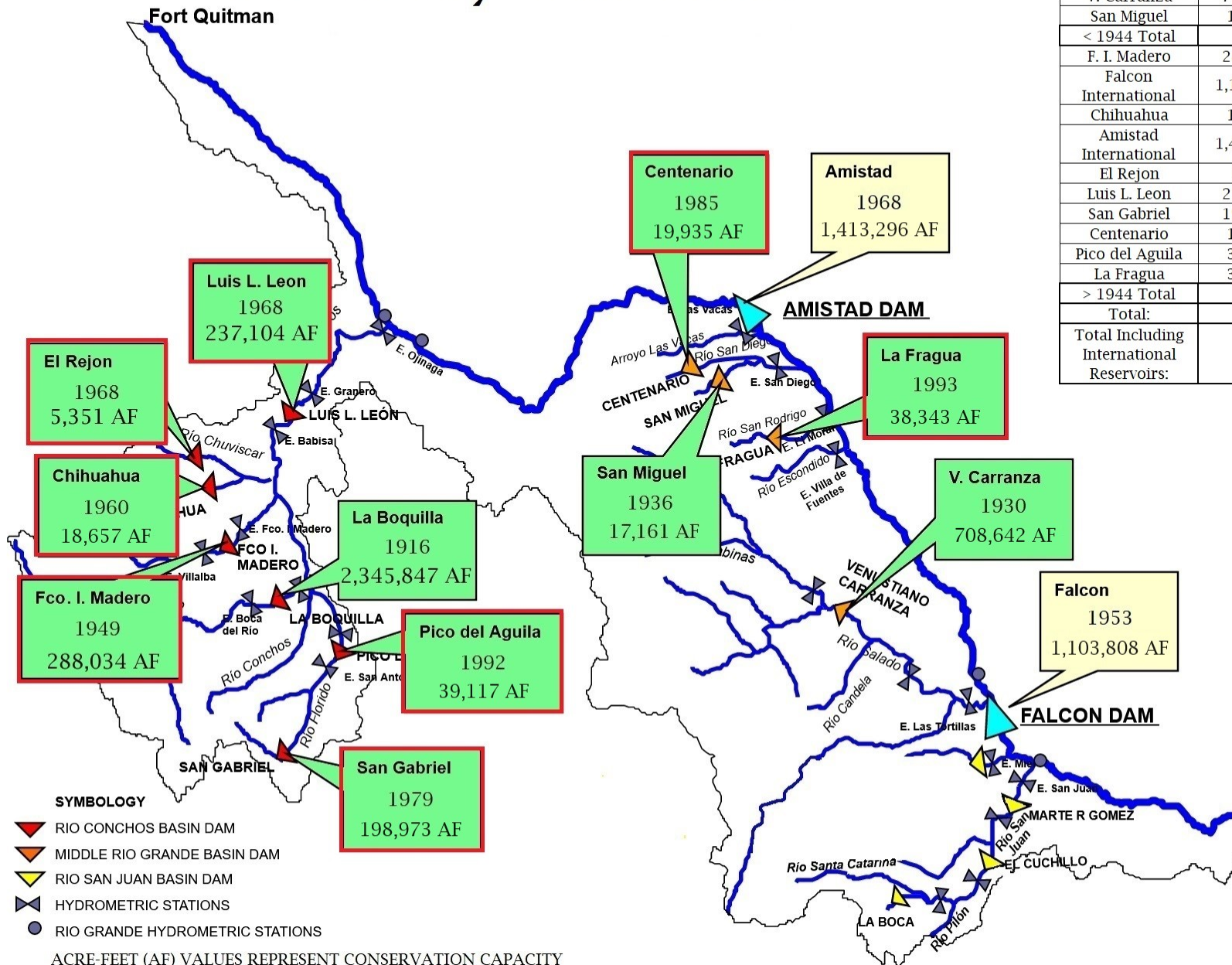
One of the most important promises that President Trump campaigned on was ending the long-standing and unfair trade practices that have allowed our trading partners to take unfair advantage of the US at our expense. The agriculture sector strongly supports President Trump and we are now asking for your help to uphold that promise.

Webb Wallace, Ph.D.

A handwritten signature in cursive script that reads "Webb Wallace".

Executive Director

Mexican Reservoirs on the Six-Named 1944 Treaty Tributaries



Reservoir Name:	Conservation Capacity (acre-feet)	Impoundment Date:
La Boquilla	2,345,847	1916
V. Carranza	708,642	1930
San Miguel	17,161	1936
< 1944 Total	3,071,650	
F. I. Madero	288,034	1949
Falcon International Chihuahua	1,103,808	1953
Amistad International	1,413,296	1968
El Rejon	5,351	1968
Luis L. Leon	237,104	1968
San Gabriel	198,973	1979
Centenario	19,935	1985
Pico del Aguila	39,117	1992
La Fragua	38,343	1993
> 1944 Total	845,814	
Total:	3,917,464	
Total Including International Reservoirs:	6,434,568	

Rio Grande River Basin
Estimated Volumes Allotted to the United States by Mexico from Six Named Mexican Tributaries
and Other Accepted Sources* under the 1944 Water Treaty
Current Cycle: October 25, 2020 thru October 24, 2025

