

Nevada Farm Bureau Comments To Snake Valley Draft Agreement

dbuss@nvfb.org [dbuss@nvfb.org]

Sent:

Monday, September 28, 2009 10:01 AM

To:

[Snake Valley](#)

Attachments:

 [NevadaFarmBureauSnakeValle~1.pdf \(606 KB\)](#)[\[Open as Web Page\]](#)

Dear Sirs:

The attached file contains the comments which Nevada Farm Bureau wishes to submit for the Snake Valley Draft Agreement. We would appreciate some form of response back as an indication that our comments have been received. We also look forward to being included on the distribution of any follow-up materials.

Thank you.

Doug Busselman

Executive Vice President

Phone: (775) 674-4000 or (800) 992-1106

Fax: (775) 674-4004 Cell Phone: (775) 742-6245

Nevada Farm Bureau

2165 Green Vista, Dr. Suite 205

Sparks, NV 89431



Nevada Farm Bureau Federation

2165 Green Vista Dr., Suite 205, Sparks, NV 89431

Phone: (775) 674-4000 or Toll-Free (800) 992-1106

September 28, 2009

Snake Valley Agreement
c/o Nevada Department of Conservation and Natural Resources
Suite 5001
901 S. Stewart St.
Carson City, NV 89701

(Transmitted via e-mail attachment to snakevalley@water.nv.gov)

Dear Sirs:

We wish to express Nevada Farm Bureau's comments/input on the proposed agreement between Nevada and Utah in regard to the Management of the Snake Valley Groundwater System. Although we offer some specific request for changes to the agreement, our overall opinion of the draft agreement is that the participants in the development of this agreement have done an outstanding job of being fair and responsible in maintaining state authority as well as equally dividing water allocation authority between the two states.

Our specific area of concern is the **section 6.0 Identification and Mitigation of Adverse Impacts to Existing Permitted Uses.**

We strongly disagree with the process outlined, requiring an existing water right owner from dealing with the Southern Nevada Water Authority. Our policy supports Nevada state water law and we believe that the Nevada Water Engineer should be the contact made by an existing water right owner from Nevada – not the Southern Nevada Water Authority. It is likely that the appropriate contact for a Utah water right owner, believing that they are impacted by the withdrawal of the Southern Nevada Water Authority, should pursue their complaint with the Utah Water Engineer.

Unless we are mistaken how situations elsewhere are dealt with when a junior water right owner is believed to be impacting the water rights of a senior water right owner – isn't the matter taken to the State Engineer for resolution? If this isn't the case, we would appreciate knowing the process and having it explained back to us.

We believe that the two state Engineers should maintain their appropriate responsibilities for dealing with potential impacts to existing water right owners and not involve the Southern Nevada Water Authority as the contact required by the impacted water right owner. The process of an Interstate Panel in 6.3 is an acceptable process as are the elements outlined through the remaining portion of the section (6.4-6.8).

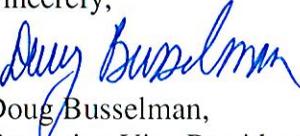
Page 2:

We also support keeping in the agreement, the language of the Mitigation options that might be used as identified in 6.2 (the last portion of (b)). We **do not believe** any of 6.1 or 6.2 (excepting for the Mitigation language in 6.2-b) should be included in the agreement. The language we favor keeping on the possible options for Mitigation could be relocated to 6.4

Beyond these minor changes, we find the agreement to be very well thought out and responsible.

We hope that we will be kept updated as further information becomes available.

Sincerely,


Doug Busselman,
Executive Vice President