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Constituent Services  
Office of the Governor  
Date

SEP 23 2009

**September 17, 2009**

**Allen Biaggi**  
**Snake Valley Agreement**  
**Nevada Department of Conservation and Natural Resources**  
**Suite 5001**  
**901 S. Stewart St.**  
**Carson City, NV 89701**

**RE: Comments on Nevada/Utah Bi-State Agreement Regarding Snake Valley Groundwater**

**Dear Allen:**

**Please consider the following comments when revising the Nevada/Utah Agreement regarding the division of the waters beneath the Snake Valley. I am a property owner, homeowner, and part time resident of Baker, Nevada. Overall I am skeptical that this agreement will provide the promised protection to water users in Snake Valley, and I believe that the division of the groundwater in Snake Valley facilitates the Las Vegas pipeline project which threatens not only the future of Snake Valley, but most of rural Nevada.**

**General Comments**

- 1. I do not believe there are 132,000 af of water available, and I think it is a mistake to use that number to base decisions for the future of Snake Valley.**
- 2. Both states should provide adequate review time and formal public hearings on the draft agreement. The two week extension of comment time to September 30 is welcome, but inadequate for the complexity and detail of an agreement forged in secret over a four year period. Both states should hold formal public hearings to gather testimony and provide additional forums for discussion of the provisions.**
- 3. Both states should provide the public the opportunity to review and comment on the revised draft after comments on the first draft have been considered and addressed.**

**Page 3, 2.5** Instead of "sophistication" use "complexity."

**Page 4, 3.2** The use of 132,000 af requires additional explanation and a citation of the study from which this was derived. Suggested rewrite: "The States and other parties acknowledge that existing information is insufficient to determine with precision the Available Groundwater Supply. However, based on the best currently available data (insert citation here) the States agree that the Available Groundwater Supply as of the date of this Agreement is 132,000 af." However, I am very uncomfortable basing this agreement on one study, rather than taking that study into consideration with the other studies that have been done. I also think that if 49,000 af flows from Spring Valley into Snake Valley, as postulated in the USGS BARCASS study, that the water is being counted twice. There should also be an explanation of why Pleasant Valley and Hamlin Valley are considered to be part of Snake Valley for this purpose.

**Page 4, Table 1** The explanation should state that vested water rights are taken into consideration in the Allocated block. There was some confusion among the Nevada team about that, and it needs to be clear where vested rights are accounted for in Table 1.

**Page 6, 5.3** It is my understanding that this provision is designed to provide each State Engineer with veto power, but it is not clear in the language of this provision.

**Page 9, 6.4** This requirement is written in the passive voice, as if SNWA were not responsible for the \$3 million. Instead, for the last sentence, "In no event will SNWA allow the balance of the mitigation fund to be reduced below \$3 million while SNWA (or its potential partners or successors in interest) maintains groundwater development and withdrawal facilities in Snake Valley." The details of the mitigation fund should be more explicit. The fund should not be SNWA's but should be under the jurisdiction of the State Engineers. Who issues the checks? Who controls the money? What are the consequences if SNWA does not maintain the mitigation fund at \$3 million or above?

Thank you for considering my comments. To the extent that the agreement protects water users in the Snake Valley, both Nevadans and Utahans, from the adverse impacts of pumping, I support it. However, the best protection for water users in the Snake Valley is not to build the water pipeline and not to allow pumping of the Snake Valley, which is in balance. It is not clear that SNWA can be trusted to meet the terms of the monitoring agreement. Ultimately, this agreement, if signed, will depend on the resources of the State of Utah and the court system to protect users of water in the Snake Valley. The example of Owens Valley is instructive in this