

Winter Power Contract comments

To: Kent Jones, State Engineer
✓ Jared Manning, Assistant State Engineer

From: Dennis Marchant
Fish Lake Reservoir President

Thank you for the opportunity to present information on the above referenced diversion of water through the Weber Provo Canal. The meeting of October 29 relayed good information on the history of the 1938 contract. Protecting third party water rights were mentioned as one of your goals in preparing a distribution order. This is my main concern and would like to offer a few suggestions to accomplish this goal.

Releases of water from Echo Reservoir to down stream users is in addition and supplemental to the natural flow of the Weber River. This is not the case for up stream diversions of down stream storage. Any up stream exchanges from Echo Reservoir, whether they are called Winter Power Contract water or reservoir water, compete directly for the natural flow of the river to make any delivery possible. Prior to the construction of Echo Reservoir, this demand on the natural flow did not exist at Oakley where the diversion occurs. After the construction of Echo and the implementation of Echo exchanges, for clarification I am referring to power water and reservoir water as Echo exchanges, this demand arrived at Oakley and put an additional burden on the natural flow. Over the course of time and the assumption that reservoir water may be delivered without a priority date, Echo exchanges have received preferential treatment to senior priority, direct flow water right holders. This is contrary to 73-3-21.2a which states:

Appropriators shall have priority among themselves according to the dates of their respective appropriations, so that each appropriator is entitled to receive the appropriator's whole supply before any subsequent apppropriator has any right. Therefore, Echo exchanges should be assigned a priority date and delivered based on that date.

I would like to make the following suggestions to aide in preparing a distribution order:

The order should be simple, easy to interpret and implement.

The order should comply with current statute and Weber River Decree with emphasis on Page 7 para 8a that states: That in order to conform to the best and most satisfactory practice, water to supply rights subsequent to March, 1903, shall be shut off before the supply to rights with earlier priorities than 1903 is diminished.

The order should be fair.

Water should be delivered on a priority basis by assigning 1924 priority to Echo reservoir and 1938 to the Winter Power contract.

Releases of upstream storage, water owned by Fish Lake Reservoir Co, Marchant Extension Irrigation Co., Smith & Morehouse Reservoir Co., Kamas Lake, and Weber

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Basin should not be called on to implement upstream Echo Exchanges.

Implementation of Echo Exchanges should be done during the time of year when the natural flow of the Weber River at Oakley can support this demand. Trying to implement Echo Exchanges during July and August on a very dry year is ridiculous.

Measurement: Water through the WPC should occur on both sources of water, Weber River at Oakley and Beaver Creek in Kamas. Using measurements taken at Francis have serious flaws. It negates any transmission & conveyance losses that may occur (from Oakley to Kamas) and camouflages any gains to the canal from Kamas to Francis. In a perfect world, measurements at Oakley plus Kamas should equal Francis readings. This however, is unrealistic. What if Francis reading is greater than Oakley plus Kamas? Does this happen? If so, then compliance to their water right is not occurring. Two points of diversion are listed as a source of water not a several mile stretch of canal from Kamas to Francis.

Thank you for your concern on this matter and good luck in your efforts to solve a challenging situation.

Dennis Marchant

A handwritten signature in black ink, appearing to read "Dennis Marchant".