

Mona, Ernie@Waterboards

From: Glen Hansen <GHansen@aklandlaw.com>
Sent: Sunday, January 17, 2016 6:40 PM
To: Mona, Ernie@Waterboards; Petruzzelli, Kenneth@Waterboards; Diane Kindermann Henderson; bbarringer@mblaw.com; agodwin@MRGB.ORG; bparis@olaughlinparis.com; anna.brathwaite@mid.org; lwood@olaughlinparis.com; red@eslawfirm.com; jonathan.knapp@sfgov.org; Tauriainen, Andrew@Waterboards; Prager, John@Waterboards; Weaver, Nathan@Waterboards; Buckman, Michael@Waterboards
Cc: Sharon Buckenmeyer; Dan Cucchi
Subject: RE: Fahey ACL/CDO Hearing

To the Hearing Officers and the Prosecution Team:

In order to further clarify the email that I sent at 7:56 p.m. on January 16, 2016, below, please note that the last two columns on the right-hand side of page 3 of Exhibit WR-55 should be deleted, because there were actually four (4) days with 1 load over-reported and one (1) day with 1 load under-reported. Also, by using the term "*under-disclosed*" I meant to convey the message that the water loads were "*under-surveilled*." Nothing was misreported or under-disclosed by Fahey, as he properly and accurately accounted for every load. It was the Board staff surveillance that missed the 28-loads.

Glen C. Hansen
Senior Counsel

Email: ghansen@aklandlaw.com



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From: Glen Hansen
Sent: Saturday, January 16, 2016 7:56 PM
To: 'Mona, Ernie@Waterboards'; Petruzzelli, Kenneth@Waterboards; Diane Kindermann Henderson; bbarringer@mblaw.com; agodwin@MRGB.ORG; bparis@olaughlinparis.com; anna.brathwaite@mid.org; lwood@olaughlinparis.com; red@eslawfirm.com; jonathan.knapp@sfgov.org; Tauriainen, Andrew@Waterboards; Prager, John@Waterboards; Weaver, Nathan@Waterboards; Buckman, Michael@Waterboards
Cc: SBuckenmeyer@aklandlaw.com; Dan Cucchi
Subject: RE: Fahey ACL/CDO Hearing

To the Hearing Officers and Prosecution Team:

Earlier, Fahey informed the Prosecution Team that their chart that is now Exhibit WR-55, on page 3, *under-discloses* 28 loads of water that Fahey diverted under his permits. Apparently, the Prosecution Team failed to include the sum of both the invoice loads and the contract loads. The correct information was included in Fahey's earlier response to the

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Cc: Sharon Buckenmeyer; Dan Cucchi
Subject: RE: Fahey ACL/CDO Hearing
Attachments: RESPONSE TO SUBPOENA.PDF

To the Hearing Officers and Prosecution Team:

Earlier, Fahey informed the Prosecution Team that their chart that is now Exhibit WR-55, on page 3, *under-discloses* 28 loads of water that Fahey diverted under his permits. Apparently, the Prosecution Team failed to include the sum of both the invoice loads and the contract loads. The correct information was included in Fahey's earlier response to the Prosecution Team's Subpoena, a copy of which is attached. Please note that needed correction in the Prosecution Team's information in order to accurately reflect Fahey's diversions.

Glen C. Hansen
Senior Counsel

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1 Bart Barringer CSB #131756
LAW OFFICES OF MAYOL & BARRINGER
2 P.O. Box 3049
Modesto, CA 95353
3 Telephone: (209) 544-9555
Facsimile: (209) 544-9875
4 Email: bbarringer@mblaw.com

5 Attorneys for Scott Fahey and Sugar Pine Spring Water, LP

6
7
8 BEFORE THE STATE WATER RESOURCES CONTROL BOARD

9 STATE OF CALIFORNIA

10 In the Matter of:

11 DRAFT CEASE AND DESIST ORDER
12 AND ADMINISTRATIVE CIVIL
13 LIABILITY COMPLAINT AGAINST
14 SCOTT FAHEY AND SUGAR PINE
SPRING WATER, LP

RESPONSE TO DOCUMENT REQUEST
UNDER SUBPOENA *DUCES TECUM*

15
16 SCOTT FAHEY and SUGAR PINE SPRING WATER, LP (hereinafter
17 collectively referred to as "Sugar Pine"), will diligently review the information
18 presently known and documents presently available to it in an attempt to respond to
19 the Request for Production of Documents within the specified time limits. To the
20 extent that any documents are omitted due to a good faith oversight on the part of
21 Sugar Pine or its attorney, Sugar Pine reserves the right to supplement these
22 responses and to rely on such documents at trial.
23
24

25 Sugar Pine's duty to investigate prior too responding to the Demand for
26 Production of Documents does not extend to sources beyond its control, such as
27 independent third parties. Sugar Pine reserves the right to rely upon and to use at
28

1 trial subsequently discovered documents, evidence, testimony, or facts, because its
2 investigation is not complete.

3 Documents to be produced pursuant to the Demand are intended solely for
4 purposes of this action. Each documents is governed by any stipulation protective
5 order which the parties or the court have executed or will execute in connection with
6 this case, and the production of all documents is subject to all appropriate objections
7 as to confidence, sensitivity relevance, materiality, propriety, and admissibility, and
8 any and all other grounds which would require the exclusion of any document, if
9 offered as evidence, or any statement contained in any such document. All such
10 objections and grounds are reserved and may be raised at the time of trial or by
11 appropriate motion.
12
13

14 GENERAL OBJECTIONS

15 Sugar Pine has not yet completed its investigation of the facts, its discovery,
16 or trial preparation. The response which follows, therefore, is made on the basis of
17 the information known to date and is without prejudice to Sugar Pine's right to
18 introduce additional evidence at the time of trial, or to supplement its responses, as
19 appropriate, once it has completed its discovery and trial preparation.
20
21

22 To the extent that the Request purports to require Sugar Pine to provide
23 documents that are privileged, as attorney work product, as trial preparation
24 materials, or otherwise, Sugar Pine objects thereto. No such documents will be
25 provided.

26 Sugar Pine has endeavored through its counsel to review all documents prior
27 to production, in a reasonable and good faith effort to avoid inadvertent production of
28

1 otherwise privileged or protected materials. Nevertheless, despite the best efforts of
2 Sugar Pine privileged documents may from time to time be produced due to an
3 oversight, clerical or otherwise. Any such inadvertent production is not and should
4 not be construed as a waiver of Sugar Pine's attorney/client privilege. Sugar Pine
5 expressly disclaims any such purported waiver. The privileged documents should
6 be returned immediately upon discovery by the requesting party or upon Sugar
7 Pine's request, whichever occurs earlier.

9 Sugar Pine's agreement to produce documents in response to a particular
10 request is not to be construed as an admission any documents exist within any
11 requested category or categories.

13 Sugar Pine's production of documents pursuant to this Request shall be
14 conducted at a date, time, and place mutually convenient to all counsel, taking into
15 consideration the time necessary to locate and assemble the documents specified.

17 THE FOREGOING GENERAL OBJECTIONS ARE SPECIFICALLY
18 REFERRED TO AND INCORPORATED INTO EACH OF THE RESPONSES
19 WHICH FOLLOW, WHETHER OR NOT SEPARATELY SET FORTH.

21 Sugar Pine responds to the Request for Production of Documents pursuant to Code
22 of Civil Procedure § 2031.010, as follows:

24
25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

26 Notwithstanding the foregoing objections, Sugar Pine responds the requested
27 documents are attached hereto as **Exhibit "A"**.
28

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

2 Notwithstanding the foregoing objections, Sugar Pine responds the requested
3 documents are attached hereto as **Exhibit "A"**.

4
5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

6 Notwithstanding the foregoing objections, Sugar Pine responds the requested
7 documents are attached hereto as **Exhibit "B"**.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

9 Notwithstanding the foregoing objections, Sugar Pine responds the requested
10 documents are attached hereto as **Exhibit "C"**.

11
12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

13 Notwithstanding the foregoing objections, Sugar Pine responds the requested
14 documents are attached hereto as **Exhibit "B"**.

15
16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

17 Notwithstanding the foregoing objections, Sugar Pine responds the requested
18 documents are attached hereto as **Exhibit "D"**.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

20 Notwithstanding the foregoing objections, Sugar Pine responds as follows:
21
22 The total Invoice and Contract Sales for Sugar Pine for the period from May to
23 October 2014 was \$119,300.00. The total Invoice and Contract Sales for Sugar
24 Pine for the period from April to October 2015 was \$136,346.36. The total Invoice
25 and Contract Sales for requested period of 2014 and 2015 was \$255,646.36.

26 The documents showing the total amount of water sold under the Invoices
27 and Contract Sales are already in the possession of the State Water Resources
28 Board as they have previously been provided to the State Water Resources Board
by Karna Harrigfeld, Esq. with the unit price and sales amounts redacted, however,

1 the State Water Resources Board can take those documents showing the total
2 amount of water sold under the Invoice and Contract Sales and divide the total sales
3 amounts above by the total number of gallons sold and reach an average unit price
4 per gallon.

5 The Unit Prices for the Invoices and Contract Sales are proprietary
6 information and trade secrets and divulging this information will harm Sugar Pine
7 Spring Water's business dramatically. Therefore, the Unit Price for water sold by
8 Sugar Pine and any documents showing the Unit Price for water sold by Sugar Pine
9 will not be produced. Sugar Pine has already made an objection to the propounding
10 party to this request and attempted to resolve the matter through a meet and confer
11 which was unsuccessful.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

13 Notwithstanding the foregoing objections, Sugar Pine responds as follows:

14 The requested documents are confidential financial information that are subject to
15 the constitutional right of privacy and will not be produced. In civil litigation, a party
16 cannot be compelled to produce a copy of his or her tax return. "The purpose of the
17 amended statutory provisions prohibiting disclosure is to facilitate tax enforcement
18 by encouraging a taxpayer to make full and truthful declarations in his return, without
19 fear that his statements will be revealed or used against him for other purposes. If
20 the information can be secured by forcing the taxpayer to produce a copy of his
21 return, the primary legislative purpose of the secrecy provisions will be defeated.

22 The effect of the statutory prohibition is to render the returns privileged, and the
23 privilege should not be nullified by permitting third parties to obtain the information
24 by adopting the indirect procedure of demanding copies of tax returns." In *Webb v.*
25 *Standard Oil Co.* (1957) 49 Cal. 2d 509, 319 P. 2d 621. In *King v. Mobile Home*
26 *Rent Review Bd.* (1989) 216 87 Cal. App. 4th 1072, 105 Cal. Rptr. 2d 132, the court
27 stated this privilege was applicable in administrative proceedings as well as in the
28 civil court.

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

2 Notwithstanding the foregoing objections, Sugar Pine responds as follows:

3 The requested documents are confidential financial information that are subject to
4 the constitutional right of privacy and will not be produced. In civil litigation, a party
5 cannot be compelled to produce a copy of his or her tax return. "The purpose of the
6 amended statutory provisions prohibiting disclosure is to facilitate tax enforcement
7 by encouraging a taxpayer to make full and truthful declarations in his return, without
8 fear that his statements will be revealed or used against him for other purposes. If
9 the information can be secured by forcing the taxpayer to produce a copy of his
10 return, the primary legislative purpose of the secrecy provisions will be defeated.
11 The effect of the statutory prohibition is to render the returns privileged, and the
12 privilege should not be nullified by permitting third parties to obtain the information
13 by adopting the indirect procedure of demanding copies of tax returns." In *Webb v.*
14 *Standard Oil Co.* (1957) 49 Cal. 2d 509, 319 P. 2d 621. In *King v. Mobile Home*
15 *Rent Review Bd.* (1989) 216 87 Cal. App. 4th 1072, 105 Cal. Rptr. 2d 132, the court
16 stated this privilege was applicable in administrative proceedings as well as in the
17 civil court.
18
19
20
21

22
23 DATED: November 18, 2015

LAW OFFICES OF MAYOL & BARRINGER

24
25 By: _____
26 BART BARRINGER
27 Attorney for Scott Fahey and
28 SUGAR PINE SPRING WATER LP

EXHIBIT "A"

Water Loads - June 1 through 15, 2014
Invoiced Purchases
Loads Hauled by Vito Trucking, LLC

				Gallons/Day	
				Average	6750-gallons/Ld.
Date	Hand Tag #	Date	Loads/Day		
		6/1/2014	0	-	
06/02/14	163424	6/2/2014	1	6,750	
06/04/14	167426	6/3/2014	0	-	
06/04/14	167425	6/4/2014	4	27,000	
06/04/14	167424	6/5/2014	11	74,250	
06/04/14	163425	6/6/2014	4	27,000	
06/05/14	167428	6/7/2014	2	13,500	
06/05/14	167427	6/8/2014	0	-	
06/05/14	167429	6/9/2014	4	27,000	
06/05/14	159359	6/10/2014	3	20,250	
06/05/14	159360	6/11/2014	4	27,000	
06/05/14	159361	6/12/2014	5	33,750	
06/05/14	164273	6/13/2014	3	20,250	
06/05/14	164274	6/14/2014	0	-	
06/05/14	167458	6/15/2014	0	-	
06/05/14	167459	Total 6/1-15/14	41	276,750	
06/06/14	164275				
06/06/14	167460				
06/07/14	167463				
06/07/14	167464				
06/06/14	167431				
06/06/14	159362				
06/09/14	179832				
06/09/14	179831				
06/09/14	167433				
06/09/14	167432				
06/10/14	167436				
06/10/14	167435				
06/10/14	167434				
06/11/14	167437				
06/11/14	167438				
06/11/14	159364				
06/11/14	159365				
06/13/14	159368				
06/13/14	167443				
06/13/14	167444				
06/12/14	167440				
06/12/14	167441				
06/12/14	167442				
06/12/14	167439				
06/12/14	159366				

Water Loads - June 1 through 15, 2014

Contract Purchases

Loads Hauled by Nestle's Waters of N.A.

		Gallons/Day		
	Loads/Day	Average 6603-gallons/Ld.	Ac-Ft/Day	
6/1/2014	2	13,206	0.04	
6/2/2014	4	26,412	0.08	
6/3/2014	3	19,809	0.06	
6/4/2014	5	33,015	0.10	
6/5/2014	6	39,618	0.12	
6/6/2014	4	26,412	0.08	
6/7/2014	0	-	0.00	
6/8/2014	0	-	0.00	
6/9/2014	6	39,618	0.12	
6/10/2014	3	19,809	0.06	
6/11/2014	5	33,015	0.10	
6/12/2014	3	19,809	0.06	
6/13/2014	4	26,412	0.08	
6/14/2014	0	-	0.00	
6/15/2014	0	-	0.00	
Total 6/1-15/14	45	297,135	0.91	

Daily Diversion Amounts - June 1 through 15, 2014
Total Purchases

TOTAL

	Loads/Day	Gallons/Day	Ac-Ft/Day		Loads/Day
6/1/2014	2	13,206	0.04	6/1/2014	0
6/2/2014	5	33,162	0.10	6/2/2014	1
6/3/2014	3	19,809	0.06	6/3/2014	0
6/4/2014	9	60,015	0.18	6/4/2014	4
6/5/2014	17	113,868	0.35	6/5/2014	11
6/6/2014	8	53,412	0.16	6/6/2014	4
6/7/2014	2	13,500	0.04	6/7/2014	2
6/8/2014	0	-	0.00	6/8/2014	0
6/9/2014	10	66,618	0.20	6/9/2014	4
6/10/2014	6	40,059	0.12	6/10/2014	3
6/11/2014	9	60,015	0.18	6/11/2014	4
6/12/2014	8	53,559	0.16	6/12/2014	5
6/13/2014	7	46,662	0.14	6/13/2014	3
6/14/2014	0	-	0.00	6/14/2014	0
6/15/2014	0	-	0.00	6/15/2014	0
Total 6/1-15/14	86	573,885	1.76	Total 6/1-15/14	41

INVOICED			CONTACT CONTACT		
Gallons/Day	Ac-Ft/Day	Loads/Day	Gallons/Day	Ac-Ft/Day	
Average 6750-gallons/Ld.			Average 6603-gallons/Ld.		
-	0.00	2	13,206	0.04	
6,750	0.02	4	26,412	0.08	
-	0.00	3	19,809	0.06	
27,000	0.08	5	33,015	0.10	
74,250	0.23	6	39,618	0.12	
27,000	0.08	4	26,412	0.08	
13,500	0.04	0	-	0.00	
-	0.00	0	-	0.00	
27,000	0.08	6	39,618	0.12	
20,250	0.06	3	19,809	0.06	
27,000	0.08	5	33,015	0.10	
33,750	0.10	3	19,809	0.06	
20,250	0.06	4	26,412	0.08	
-	0.00	0	-	0.00	
-	0.00	0	-	0.00	
276,750	0.85	45	297,135	0.91	

Water Loads - June 15 through 30, 2014
Invoiced Purchases
Loads Hauled by Vito Trucking, LLC

		Gallons/Day	
Date	Hand Tag #	Loads/Day	Average 6750-gallons/Ld.
06/16/14	167466	8	54,000
06/16/14	167465	0	-
06/16/14	159369	1	6,750
06/16/14	159370	2	13,500
06/16/14	167446	6	40,500
06/16/14	167447	0	-
06/16/14	167445	0	-
06/16/14	161005	6	40,500
06/18/14	167468	6	40,500
06/19/14	161205	6	40,500
06/19/14	159371	4	27,000
06/20/14	159372	3	20,250
06/20/14	159373	4	27,000
06/20/14	159374	7	47,250
06/20/14	161206	0	-
06/20/14	161208	3	20,250
06/20/14	161207	50	337,500
06/23/14	161210		
06/23/14	161209		
06/23/14	159377		
06/23/14	159376		
06/23/14	159375		
06/23/14	179833		
06/24/14	161211		
06/24/14	161212		
06/24/14	161213		
06/24/14	159378		
06/24/14	179834		
06/24/14	179837		
06/25/14	159381		
06/25/14	161215		
06/25/14	159380		
06/25/14	161214		
06/26/14	159382		
06/26/14	161216		
06/26/14	179838		
06/26/14	179839		
06/27/14	179840		
06/27/14	179841		
06/27/14	161217		
Total 6/15-30/14			

06/27/14	159383
06/28/14	161219
06/28/14	161218
06/28/14	179843
06/28/14	179844
06/28/14	179845
06/28/14	179842
06/28/14	161007
06/30/14	161222
06/30/14	161221
06/30/14	161220

Ac-Ft/Day

0.17

0.00

0.02

0.04

0.12

0.00

0.00

0.12

0.12

0.08

0.06

0.08

0.15

0.00

0.06

1.04

Water Loads - June 15 through 30, 2014

Contract Purchases

Loads Hauled by Nestle's Waters of N.A.

		Gallons/Day		
	Loads/Day	Average 6603-gallons/Ld.	Ac-Ft/Day	
6/16/2014	4	26,412	0.08	
6/17/2014	2	13,206	0.04	
6/18/2014	4	26,412	0.08	
6/19/2014	5	33,015	0.10	
6/20/2014	5	33,015	0.10	
6/21/2014	0	-	0.00	
6/22/2014	6	39,618	0.12	
6/23/2014	5	33,015	0.10	
6/24/2014	5	33,015	0.10	
6/25/2014	6	39,618	0.12	
6/26/2014	5	33,015	0.10	
6/27/2014	6	39,618	0.12	
6/28/2014	0	-	0.00	
6/29/2014	0	-	0.00	
6/30/2014	3	19,809	0.06	
Total 6/16-30/14	56	369,768	1.13	

Daily Diversion Amounts - June 16 through 30, 2014
Total Purchases

TOTAL

	Loads/Day	Gallons/Day	Ac-Ft/Day		Loads/Day
6/16/2014	12	80,412	0.25	6/1/2014	8
6/17/2014	2	13,206	0.04	6/2/2014	0
6/18/2014	5	33,162	0.10	6/3/2014	1
6/19/2014	7	46,515	0.14	6/4/2014	2
6/20/2014	11	73,515	0.23	6/5/2014	6
6/21/2014	0	-	0.00	6/6/2014	0
6/22/2014	6	39,618	0.12	6/7/2014	0
6/23/2014	11	73,515	0.23	6/8/2014	6
6/24/2014	11	73,515	0.23	6/9/2014	6
6/25/2014	10	66,618	0.20	6/10/2014	4
6/26/2014	8	53,265	0.16	6/11/2014	3
6/27/2014	10	66,618	0.20	6/12/2014	4
6/28/2014	7	47,250	0.15	6/13/2014	7
6/29/2014	0	-	0.00	6/14/2014	0
6/30/2014	6	40,059	0.12	6/15/2014	3
Total 6/16-30/14	106	707,268	2.17	Total 6/16-30/15	50

INVOICED			CONTACT		
Gallons/Day			Gallons/Day		
Average 6750-gallons/Ld.	Ac-Ft/Day	Loads/Day	Average 6603-gallons/Ld.	Ac-Ft/Day	
54,000	0.17	4	26,412	0.08	
-	0.00	2	13,206	0.04	
6,750	0.02	4	26,412	0.08	
13,500	0.04	5	33,015	0.10	
40,500	0.12	5	33,015	0.10	
-	0.00	0	-	0.00	
-	0.00	6	39,618	0.12	
40,500	0.12	5	33,015	0.10	
40,500	0.12	5	33,015	0.10	
27,000	0.08	6	39,618	0.12	
20,250	0.06	5	33,015	0.10	
27,000	0.08	6	39,618	0.12	
47,250	0.15	0	-	0.00	
-	0.00	0	-	0.00	
20,250	0.06	3	19,809	0.06	
337,500	1.04	56	369,768	1.13	

Water Loads - June 1 through 15, 2015

Contract Purchases

Loads Hauled by ~~Hostie's Waters of N.A.~~
 U I T U T H U C I C M B , L L C

Date		Hand Tag #		Loads/Day	Gallons/Day Average 6500-gallons/Ld.	Ac-Ft/Day
			6/1/2015	3	19,500	0.06
06/01/15		203232	6/2/2015	4	26,000	0.08
06/01/15		203230	6/3/2015	4	26,000	0.08
06/01/15		203233	6/4/2015	0	-	0.00
06/02/15		210911	6/5/2015	0	-	0.00
06/02/15		210910	6/6/2015	1	6,500	0.02
06/02/15		211402	6/7/2015	0	-	0.00
06/02/15		210501	6/8/2015	0	-	0.00
06/03/15		203236	6/9/2015	2	13,000	0.04
06/03/15		217951	6/10/2015	1	6,500	0.02
06/03/15		203237	6/11/2015	3	19,500	0.06
06/03/15		211404	6/12/2015	1	6,500	0.02
06/06/15		210503	6/13/2015	1	6,500	0.02
06/09/15		211409	6/14/2015	0	-	0.00
06/09/15		210919	6/15/2015	2	13,000	0.04
06/10/15		210505	Total 6/1-15/15	22	143,000	0.44
06/11/15		211411				
06/11/15		210506				
06/11/15		203240				
06/12/15		211412				
06/13/15		210507				
06/15/15		211415				
06/15/15		211414				

Water Loads - June 1 through 15, 2015
Contract Purchases
Loads Hauled by Nestle's Waters of N.A.

		Gallons/Day		
	Loads/Day	Average 6512-gallons/Ld.		Ac-Ft/Day
6/1/2015	5	32,560		0.10
6/2/2015	3	19,536		0.06
6/3/2015	5	32,560		0.10
6/4/2015	4	26,048		0.08
6/5/2015	5	32,560		0.10
6/6/2015	0	-		0.00
6/7/2015	0	-		0.00
6/8/2015	5	32,560		0.10
6/9/2015	3	19,536		0.06
6/10/2015	5	32,560		0.10
6/11/2015	5	32,560		0.10
6/12/2015	5	32,560		0.10
6/13/2015	0	-		0.00
6/14/2015	0	-		0.00
6/15/2015	5	32,560		0.10
Total 6/1-15/15	50	325,600		1.00

Daily Diversion Amounts - June 1 through 15, 2015
Total Purchases

TOTAL

	Loads/Day	Gallons/Day	Ac-Ft/Day		Loads/Day
6/1/2015	8	52,060	0.16	6/1/2015	3
6/2/2015	7	45,536	0.14	6/2/2015	4
6/3/2015	9	58,560	0.18	6/3/2015	4
6/4/2015	4	26,048	0.08	6/4/2015	0
6/5/2015	5	32,560	0.10	6/5/2015	0
6/6/2015	1	6,500	0.02	6/6/2015	1
6/7/2015	0	-	0.00	6/7/2015	0
6/8/2015	5	32,560	0.10	6/8/2015	0
6/9/2015	5	32,536	0.10	6/9/2015	2
6/10/2015	6	39,060	0.12	6/10/2015	1
6/11/2015	8	52,060	0.16	6/11/2015	3
6/12/2015	6	39,060	0.12	6/12/2015	1
6/13/2015	1	6,500	0.02	6/13/2015	1
6/14/2015	0	-	0.00	6/14/2015	0
6/15/2015	7	45,560	0.14	6/15/2015	2
Total 6/1-15/15	72	468,600	1.44	Total 6/1-15/15	22

INVOICED			CONTACT		
Gallons/Day			Gallons/Day		
Average 650-gallons/Ld.	Ac-Ft/Day	Loads/Day	Average 6512-gallons/Ld.	Ac-Ft/Day	
19,500	0.06	5	32,560	0.10	
26,000	0.08	3	19,536	0.06	
26,000	0.08	5	32,560	0.10	
-	0.00	4	26,048	0.08	
-	0.00	5	32,560	0.10	
6,500	0.02	0	-	0.00	
-	0.00	0	-	0.00	
-	0.00	5	32,560	0.10	
13,000	0.04	3	19,536	0.06	
6,500	0.02	5	32,560	0.10	
19,500	0.06	5	32,560	0.10	
6,500	0.02	5	32,560	0.10	
6,500	0.02	0	-	0.00	
-	0.00	0	-	0.00	
13,000	0.04	5	32,560	0.10	
143,000	0.44	50	325,600	1.00	

Water Loads - June 15 through 30, 2015
Invoiced Purchases
Loads Hauled by Vito Trucking, LLC

		Gallons/Day			
Date	Hand Tag #	Loads/Day	Average 6500-gallons/Ld.	Ac-Ft/Day	
		6/16/2015	0	-	0.00
06/17/15	210101	6/17/2015	2	13,000	0.04
06/17/15	205039	6/18/2015	2	13,000	0.04
06/18/15	203588	6/19/2015	6	39,000	0.12
06/18/15	210511	6/20/2015	0	-	0.00
06/19/15	210512	6/21/2015	0	-	0.00
06/19/15	210513	6/22/2015	2	13,000	0.04
06/19/15	210514	6/23/2015	3	19,500	0.06
06/19/15	210937	6/24/2015	2	13,000	0.04
06/19/15	210938	6/25/2015	2	13,000	0.04
06/19/15	210936	6/26/2015	1	6,500	0.02
06/22/15	203242	6/27/2015	0	-	0.00
06/22/15	218651	6/28/2015	0	-	0.00
06/23/15	210104	6/29/2015	1	6,500	0.02
06/23/15	210519	6/30/2015	7	45,500	0.14
06/23/15	210102	Total 6/15-30/15	28	182,000	0.56
06/24/15	210522				
06/24/15	210520				
06/25/15	210525				
06/25/15	218501				
06/26/15	218503				
06/29/15	210526				
06/30/15	218510				
06/30/15	203247				
06/30/15	218511				
06/30/15	210531				
06/30/15	210532				
06/30/15	210533				
06/30/15	203249				

Water Loads - June 15 through 30, 2015
Contract Purchases
Loads Hauled by Nestle's Waters of N.A.

	Loads/Day	Gallons/Day	
		Average 6512-gallons/Ld.	Ac-Ft/Day
6/16/2015	0	-	0.00
6/17/2015	5	32,560	0.10
6/18/2015	5	32,560	0.10
6/19/2015	5	32,560	0.10
6/20/2015	0	-	0.00
6/21/2015	0	-	0.00
6/22/2015	5	32,560	0.10
6/23/2015	3	19,536	0.06
6/24/2015	5	32,560	0.10
6/25/2015	5	32,560	0.10
6/26/2015	3	19,536	0.06
6/27/2015	0	-	0.00
6/28/2015	0	-	0.00
6/29/2015	5	32,560	0.10
6/30/2015	5	32,560	0.10
Total 6/16-30/15	46	299,552	0.92

Daily Diversion Amounts - June 16 through 30, 2015
Total Purchases

TOTAL

	Loads/Day	Gallons/Day	Ac-Ft/Day		Loads/Day
6/16/2015	0	-	0.00	6/16/2015	0
6/17/2015	7	45,560	0.14	6/17/2015	2
6/18/2015	7	45,560	0.14	6/18/2015	2
6/19/2015	11	71,560	0.22	6/19/2015	6
6/20/2015	0	-	0.00	6/20/2015	0
6/21/2015	0	-	0.00	6/21/2015	0
6/22/2015	7	45,560	0.14	6/22/2015	2
6/23/2015	6	39,036	0.12	6/23/2015	3
6/24/2015	7	45,560	0.14	6/24/2015	2
6/25/2015	7	45,560	0.14	6/25/2015	2
6/26/2015	4	26,036	0.08	6/26/2015	1
6/27/2015	0	-	0.00	6/27/2015	0
6/28/2015	0	-	0.00	6/28/2015	0
6/29/2015	6	39,060	0.12	6/29/2015	1
6/30/2015	12	78,060	0.24	6/30/2015	7
Total 6/16-30/15	74	481,552	1.48	Total 6/16-30/15	28

INVOICED			<i>CONTINUED</i> CONTACT		
Gallons/Day			Gallons/Day		
Average 6500-gallons/Ld.	Ac-Ft/Day	Loads/Day	Average 6512-gallons/Ld.	Ac-Ft/Day	
-	0.00	0	-	0.00	
13,000	0.04	5	32,560	0.10	
13,000	0.04	5	32,560	0.10	
39,000	0.12	5	32,560	0.10	
-	0.00	0	-	0.00	
-	0.00	0	-	0.00	
13,000	0.04	5	32,560	0.10	
19,500	0.06	3	19,536	0.06	
13,000	0.04	5	32,560	0.10	
13,000	0.04	5	32,560	0.10	
6,500	0.02	3	19,536	0.06	
-	0.00	0	-	0.00	
-	0.00	0	-	0.00	
6,500	0.02	5	32,560	0.10	
45,500	0.14	5	32,560	0.10	
182,000	0.56	46	299,552	0.92	

Sugar Pine Tanker Recap
June

DATE	LOADS	Carrier	Source	Destination	Comments	Gallons	Average
2014 Jun 1	2	NWNA	Sugar Pine	Livermore	Delivered 4/30	13,106	6,553
2014 Jun 2	4	NWNA	Sugar Pine	Livermore		26,486	6,622
2014 Jun 3	3	NWNA	Sugar Pine	Livermore		19,776	6,592
2014 Jun 4	5	NWNA	Sugar Pine	Livermore		32,953	6,591
2014 Jun 5	6	NWNA	Sugar Pine	Livermore		39,307	6,551
2014 Jun 6	4	NWNA	Sugar Pine	Livermore		26,621	6,655
2014 Jun 9	6	NWNA	Sugar Pine	Livermore		39,631	6,605
2014 Jun 10	3	NWNA	Sugar Pine	Livermore		19,944	6,648
2014 Jun 11	5	NWNA	Sugar Pine	Livermore		33,106	6,621
2014 Jun 12	3	NWNA	Sugar Pine	Livermore		19,989	6,663
2014 Jun 13	4	NWNA	Sugar Pine	Livermore		26,509	6,627
2014 Jun 16	4	NWNA	Sugar Pine	Livermore		26,599	6,650
2014 Jun 17	2	NWNA	Sugar Pine	Livermore		13,362	6,681
2014 Jun 18	4	NWNA	Sugar Pine	Livermore		26,732	6,683
2014 Jun 19	4	NWNA	Sugar Pine	Livermore		26,742	6,686
2014 Jun 20	3	NWNA	Sugar Pine	Livermore		19,972	6,657
2014 Jun 23	5	NWNA	Sugar Pine	Livermore		32,904	6,581
2014 Jun 24	3	NWNA	Sugar Pine	Livermore		19,988	6,663
2014 Jun 25	6	NWNA	Sugar Pine	Livermore		39,458	6,576
2014 Jun 26	5	NWNA	Sugar Pine	Livermore		32,448	6,490
2014 Jun 19	1	NWNA	Sugar Pine	Sacramento		6,670	6,670
2014 Jun 20	2	NWNA	Sugar Pine	Sacramento		13,160	6,580
2014 Jun 22	6	NWNA	Sugar Pine	Sacramento		39,630	6,605
2014 Jun 24	2	NWNA	Sugar Pine	Sacramento		12,620	6,310
2014 Jun 27	6	NWNA	Sugar Pine	Livermore		39,453	6,576
2014 Jun 30	3	NWNA	Sugar Pine	Livermore		19,761	6,587
Total						666,927	6,603

Year	Month	Day	# of Loads	Carrier	Spring	Receiving Location	Notes	Sugar Pine Gals	Average
2015	Jun	1	5	NWNA	Sugar Pine	Livermore		32,754	6,551
2015	Jun	2	3	NWNA	Sugar Pine	Livermore		19,707	6,569
2015	Jun	3	5	NWNA	Sugar Pine	Livermore		32,651	6,530
2015	Jun	4	4	NWNA	Sugar Pine	Livermore		26,498	6,622
2015	Jun	5	5	NWNA	Sugar Pine	Livermore		32,069	6,414
2015	Jun	8	5	NWNA	Sugar Pine	Livermore		31,926	6,385
2015	Jun	9	3	NWNA	Sugar Pine	Livermore		19,483	6,494
2015	Jun	10	5	NWNA	Sugar Pine	Livermore		32,431	6,486
2015	Jun	11	5	NWNA	Sugar Pine	Livermore		32,810	6,562
2015	Jun	12	5	NWNA	Sugar Pine	Livermore		32,566	6,513
2015	Jun	15	5	NWNA	Sugar Pine	Livermore		32,372	6,474
2015	Jun	17	5	NWNA	Sugar Pine	Livermore		32,811	6,562
2015	Jun	18	5	NWNA	Sugar Pine	Livermore		33,070	6,614
2015	Jun	19	5	NWNA	Sugar Pine	Livermore		32,542	6,508
2015	Jun	23	3	NWNA	Sugar Pine	Livermore		19,443	6,481
2015	Jun	22	5	NWNA	Sugar Pine	Livermore		32,520	6,504
2015	Jun	24	5	NWNA	Sugar Pine	Livermore		32,386	6,477
2015	Jun	25	5	NWNA	Sugar Pine	Livermore		32,528	6,506
2015	Jun	26	3	NWNA	Sugar Pine	Livermore		19,594	6,531
2015	Jun	29	5	NWNA	Sugar Pine	Livermore		32,306	6,461
2015	Jun	30	5	NWNA	Sugar Pine	Livermore		32,710	6,542
TOTALS			96					654,046	6,798

625,158 6,512

Water Loads for the Month Of June

Loads Hauled by Vito Trucking, LLC

Date	Hand Tag #	
06/02/14	163424	
06/04/14	167426	
06/04/14	167425	
06/04/14	167424	
06/04/14	163425	
06/05/14	167428	
06/05/14	167427	
06/05/14	167429	
06/05/14	159359	
06/05/14	159360	
06/05/14	159361	
06/05/14	164273	
06/05/14	164274	
06/05/14	167458	
06/05/14	167459	
06/06/14	164275	
06/06/14	167460	
06/07/14	167463	
06/07/14	167464	
06/06/14	167431	
06/06/14	159362	
06/09/14	179832	
06/09/14	179831	
06/09/14	167433	
06/09/14	167432	
06/10/14	167436	
06/10/14	167435	
06/10/14	167434	
06/11/14	167437	
06/11/14	167438	
06/11/14	159364	
06/11/14	159365	
06/13/14	159368	
06/13/14	167443	
06/13/14	167444	
06/12/14	167440	
06/12/14	167441	
06/12/14	167442	
06/12/14	167439	
06/12/14	159366	
06/16/14	167466	
06/16/14	167465	
06/16/14	159369	
06/16/14	159370	
06/16/14	167446	
06/16/14	167447	

06/16/14	167445	
06/16/14	161005	
06/18/14	167468	
06/19/14	161205	
06/19/14	159371	
06/20/14	159372	
06/20/14	159373	
06/20/14	159374	
06/20/14	161206	
06/20/14	161208	
06/20/14	161207	
06/23/14	161210	
06/23/14	161209	
06/23/14	159377	
06/23/14	159376	
06/23/14	159375	
06/23/14	179833	
06/24/14	161211	
06/24/14	161212	
06/24/14	161213	
06/24/14	159378	
06/24/14	179834	
06/24/14	179837	
06/25/14	159381	
06/25/14	161215	
06/25/14	159380	
06/25/14	161214	
06/26/14	159382	
06/26/14	161216	
06/26/14	179838	
06/26/14	179839	
06/27/14	179840	
06/27/14	179841	
06/27/14	161217	
06/27/14	159383	
06/28/14	161219	
06/28/14	161218	
06/28/14	179843	
06/28/14	179844	
06/28/14	179845	
06/28/14	179842	
06/28/14	161007	
06/30/14	161222	
06/30/14	161221	
06/30/14	161220	

Water Loads for the Month Of June

Loads Hauled by Vito Trucking, LLC

Date	Hand Tag #	
06/01/15	203232	
06/01/15	203230	
06/01/15	203233	
06/02/15	210911	
06/02/15	210910	
06/02/15	211402	
06/02/15	210501	
06/03/15	203236	
06/03/15	217951	
06/03/15	203237	
06/03/15	211404	
06/06/15	210503	
06/09/15	211409	
06/09/15	210919	
06/10/15	210505	
06/11/15	211411	
06/11/15	210506	
06/11/15	203240	
06/12/15	211412	
06/13/15	210507	
06/15/15	211415	
06/15/15	211414	
06/17/15	210101	
06/17/15	205039	
06/18/15	203588	
06/18/15	210511	
06/19/15	210512	
06/19/15	210513	
06/19/15	210514	
06/19/15	210937	
06/19/15	210938	
06/19/15	210936	
06/22/15	203242	
06/22/15	218651	
06/23/15	210104	
06/23/15	210519	
06/23/15	210102	
06/24/15	210522	
06/24/15	210520	
06/25/15	210525	
06/25/15	218501	
06/26/15	218503	
06/29/15	210526	
06/30/15	218510	
06/30/15	203247	
06/30/15	218511	

06/30/15	210531	
06/30/15	210532	
06/30/15	210533	
06/30/15	203249	

EXHIBIT "B"

CUSTOMER FILE
#111683

SUGAR PINE SPRING WATER LP

Tuolumne Utilities District
Kelly Klyn -- Engineering Services Technician
18885 Nugget Blvd.
Sonora, CA 95370

March 11, 2009

Dear Kelly;

Subject: Purchase of Surplus Water

Enclosed find an application for the subject purchase, that occurred in 2004. The total amount of water needed in 2009 is the same, forty-one (41) acre-feet. As we previously discussed, the purchased water will be released from Phoenix Lake and flow via Sullivan Creek toward Lake Don Pedro. At your convenience, you may pick the time and rate of the release(s), as long as all of the forty-one (41) acre-feet is released during the 2009 calendar year.

The water purchased will be used in exchange for spring water diverted from the Tuolumne River Basin during its period of full appropriation, pursuant to State Water Resource Control Board (SWRCB) Permit No. 020784 and Application No. 31491.

As soon as possible, please return two (2) originals of the Agreement that I must sign in order to purchase the subject water, along with the costs per ac.-ft., and the total amount due. I will sign both of the original Agreements, return them to you to fully execute, and enclose a check for the total amount due.

Thank you for your time and attention to this matter. If you have any questions do not hesitate to contact me @ (208) 345-5170.

Sincerely,


G. Scott Fahey

Sugar Pine Spring Water LP - 2787 Stony Fork Way - Boise, Idaho 83706 - FAX 345-5107 - (208) 345-5170

springwater@cableone.net

Sugar Pine Spring Water
00025

Account # _____ Station # Thoenir Dam mydocuments\rules\surplus.wtr\application for Surplus water 4, 2001

TUOLUMNE UTILITIES DISTRICT APPLICATION AND AGREEMENT FOR SURPLUS WATER SERVICE

Scott Fahey, hereinafter called "Applicant," has requested TUOLUMNE UTILITIES DISTRICT, hereinafter called "District," to sell to Applicant, when available, non-potable untreated "Surplus Water" and deliver the same to Applicant from the District's Phonix Ditch, at the rate applicable to a 0.05 minors inch, at a cost per unit delivered determined by applying ACFT (Forty-one) (fee/rate schedule) for use on the N/A acre parcel, that is Tuolumne County Assessor's Parcel Number N/A and being located at (service address) 7.0 Mile Post/Cathlamet Rd., telephone # (206) 344-5170.

For the Application will be considered complete, a map showing: 1) location of property, 2) area to which water will be applied, and 3) point of service, must be attached hereto. The use of water under this application is restricted to lands, area, quantity and flow of water, and purpose of use as stated herein. Any use other than stated herein, including but not limited to applying water to lands other than identified on the attached map will be considered sufficient cause for the District's immediate termination of this application.

The District is willing to comply with Applicant's request subject to the following terms and conditions:

1. All deliveries of water hereunder will be made in accordance with District's Rules and Regulations applicable to such service, it being agreed, however, that nothing will prevent District from ceasing, restricting or apportioning deliveries hereunder in the case of insufficient water supply.
2. Applicant shall pay District in full immediately upon receipt of billing from the District for untreated water at the rate and charges set forth in the District's Raw Water Rate schedule identified herein above, and as revised from time to time by the District's Board of Directors.
3. Applicant hereby acknowledges notification that all water supplied hereunder is untreated water from open ditches, canals and conduits and is unfit for human consumption. Water provided hereunder is not intended nor in any way offered, and shall not be used for, residential or domestic uses including, but not limited to drinking, cooking or bathing. Any such use of this water shall be grounds for the District to immediately terminate this agreement and District shall thereby be released from any obligation for the delivery of such water.
4. Deliveries of water hereunder shall be made at the point where Applicant's water conduit contacts District facility and measurements shall be made as near thereto as practicable. All necessary works for the measurement and diversion of water from said facility shall be installed, owned, maintained and operated by District. The cost to the District of all labor and materials, including measuring devices, for the diversion of water from said facility shall be born by Applicant. All conduits and right-of-ways necessary for receiving and conveying water from said point of delivery to Applicant's point of use shall be provided and installed by Applicant and Applicant shall be responsible for the maintenance and operation thereof. Applicant's failure to operate and maintain the same shall be cause for discontinuance of service.
5. District shall have the right to temporarily discontinue water deliveries hereunder in order to perform necessary maintenance, repairs or improvements to the canal system or associated facilities. It is not uncommon for these outages to last seven or more consecutive days. In the event of a reduction or interruption of the water supply because of drought, errors in operation, or other causes beyond the control of the District, no liability shall accrue to the District, or its officers, agents or employees for any damage arising therefrom. Applicant shall indemnify and hold the District harmless against any claim or action arising out of any injury, illness or damage resulting from the unauthorized use of such water.
6. In the event of non-payment of water charges, District may discontinue the delivery of water, and may additionally record a claim of lien upon the property to which water is provided.
7. The term of this agreement shall be from the date of execution through the end of the current calendar year; provided, either party shall have the right to terminate this agreement by giving the other party thirty (30) days written notice.

Executed this 20th day of October 2003.

Applicant:

Scott Fahey
Applicant Signature

Mailing Address 2787 Stay Fork Way

Tuolumne Utilities District:

[Signature]
District Representative

City Boise State ID Zip 83706

Sugar Pine Spring Water
00026

Elaine Wolfgang

From: Lisa Westbrook
Sent: Friday, January 24, 2014 2:25 PM
To: springwater@tableone.net
Cc: Elaine Wolfgang
Subject: TUD Account History
Attachments: Fahey.pdf

*1/27/14 Left msg. to Scott + Kelly 1/28
1/29/14 Ret. call - Will check his records -
Kelly told me the files
to look in - no
further info. Shelly
checked / no further
info. I called Scott*

*Scott - (208) 345-5770
1/29/14 Found Scott
info in this file
2/7/14 in archives*

Hi Scott,

Thanks for giving me a call today. We will look for your records from 2000 to 2008. Attached is your current account history report. If you have any questions regarding your ditch account, please give Elaine Wolfgang a call at ext. 506.

Thank you.

Sincerely,

Lisa

Lisa Westbrook
Customer and Public Relations
Tuolumne Utilities District (TUD)
18885 Nugget Blvd.
Sonora, CA 95370
209-532-5536, ext. 501
<mailto:lisaw@tudwater.com>
<http://www.tudwater.com/>

*He researched his
files + finds the same
info. He is OK
with the 82 AF
for 2010 + 2011*

**TUOLUMNE UTILITIES DISTRICT
APPLICATION AND ANNUAL AGREEMENT FOR SUPPLEMENTAL WATER SERVICE**

G. Scott Fahey ("Applicant") has requested TUOLUMNE UTILITIES DISTRICT ("District") to sell to Applicant untreated "Supplemental Water" during the current year, and to deliver the same to Applicant from District's Phoenix Reservoir ~~Ditch~~ at the rate of flow and delivery method stated in paragraph four, herein, and charged at the rate listed for Irrigation Customers in the District's Water Rules and Regulations, Exhibit B, for use on the following described parcel: APN# 052-060-01. The District is willing to comply with the request subject to the following terms and conditions:

1. **Compliance with Rules and Regulations.** Delivery of water will be made in accordance with District's Rules and Regulations applicable to such service, it being agreed, however, that the water will be delivered only from available supplemental water as determined by the District, and that nothing will prevent District from denying, restricting or apportioning deliveries hereunder in the case of insufficient water supply.



2. **Payment.** Applicant shall pre-pay a deposit for one acre-foot of supplemental water at the time of application for service, and at the District's current rate for such untreated water, provided however, that in the event that the District must purchase water from PG&E, the Applicant agrees to pay an additional amount per acre foot for all water delivered to Applicant. In such an occurrence, Applicant's payment for that water will equal the per acre-foot cost to TUD of purchasing that amount of water from PG&E, plus the District's current rate for untreated water. Billing by District for the additional PG&E cost shall be paid by the Applicant on or before March 1st of the following calendar year. No Agreement for supplemental water in any ensuing year shall be made with Applicant or for delivery to that property unless all previous billings have been paid. Delinquent bills shall be collected pursuant to District Water Rules and Regulations.

3. **Untreated, Non-potable Water.** Applicant hereby acknowledges that all water supplied hereunder is untreated water from the District's open ditches, canals and conduits, and is unfit for human consumption. Water provided hereunder is not intended nor in any way offered, and shall not be used for, residential or domestic uses including, but not limited to drinking, cooking or bathing. Any such use of this water, unless authorized in writing by the California State Department of Health Services and the Tuolumne County Environmental Health Department, shall permit District to void this agreement and District shall thereby be released from any obligation for the delivery of such water. Applicant shall defend, indemnify and hold the District and its officers and employees harmless against any claim or action arising out of any injury, illness or damage resulting from the unauthorized use of such water.

4. **Delivery of Water.** Deliveries of water hereunder shall be made at the point where Applicant's water conduit contacts a District facility and measurements shall be made as near thereto as practicable. Measurement shall be by 41 MID/meter ^{cc-ft/yr}. All necessary works for the measurement and diversion of water from said facility shall be installed, owned, maintained and operated by District; provided that the cost to the District of all labor and materials, including measuring devices, to provide for the diversion of water from said District facility shall be paid by Applicant promptly upon being billed by District. All conduits necessary for receiving and conveying water from said point of delivery to Applicant's point of use shall be provided and installed by Applicant, and Applicant shall be responsible for the maintenance and operation thereof. No service to other parcels may be made without a written District Agreement. Applicant's failure to operate and maintain the same shall be cause for discontinuance of service.

5. **Outages.** District shall have the right to temporarily discontinue water deliveries hereunder in order to perform necessary maintenance, repairs or improvements to the canal system or associated facilities. Outages may last seven or more consecutive days, and applicant is advised to install facilities for adequate storage of a minimum fourteen-day water supply. In the event of any curtailment of the delivery of water for lack of availability or for any other cause, including a reduction or interruption of the water supply because of drought, errors in operation, or for other causes beyond the control of the District, no liability shall accrue to the District, or its officers, agents or employees for any damage arising or resulting therefrom.

6. **Term.** The term of this agreement shall be for the remainder of the current calendar year, and shall terminate on December 31st of this year; provided, however, that either party shall have the right to terminate this agreement by giving the other party thirty (30) days written notice, but amounts due for water delivered shall be paid.

Applicant:	Approved by TUD	Tuolumne Utilities District:
 <u>5/9/09</u>	<u>6-17-09</u>	
Signature / Title <u>Wm. Right Permittee</u>	Date	Peter J. Kampa, General Manager
Name of Applicant: <u>G. Scott Fahey</u>	Telephone: <u>208 / 345-5170</u>	
Service Address: <u>20.5 ac. of NW corner of 052-060-01</u>	Mailing Address: <u>2787 Stony Fork Way</u>	
Outlet # <u>Sullivan Crk. spillway</u>	<u>Boise, ID 83706</u>	
Scheduled Date of Termination: _____	Contract Rate: <u>AF (cont)</u>	

Account # 111683 (cont)

Revised 4/28/09
R E C E I V E D
MAY 12 2009

TUOLUMNE UTILITIES DISTRICT
Sugar Pine Spring Water
00028

TUOLUMNE UTILITIES DISTRICT
APPLICATION AND ANNUAL AGREEMENT FOR SUPPLEMENTAL WATER SERVICE

G. Scott Fahay ("Applicant") has requested TUOLUMNE UTILITIES DISTRICT ("District") to sell to Applicant untreated "Supplemental Water" during the current year, and to deliver the same to Applicant from District's Phoenix Ditch at the rate of flow and delivery method stated in paragraph four, herein, and charged at the rate listed for Irrigation Customers in the District's Water Rules and Regulations, Exhibit B, for use on the following described parcel: APN#: 52-060-01. The District is willing to comply with the request subject to the following terms and conditions: 48 *[Signature]*

1. Compliance with Rules and Regulations. Delivery of water will be made in accordance with District's Rules and Regulations applicable to such service, it being agreed, however, that the water will be delivered only from available supplemental water as determined by the District, and that nothing will prevent District from denying, restricting or apportioning deliveries hereunder in the case of insufficient water supply.

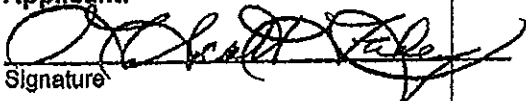
2. Payment. Applicant shall pre-pay a deposit for one acre-foot of supplemental water at the time of application for service, and at the District's current rate for such untreated water, provided, however, that in the event that the District must purchase water from PG&E, the Applicant agrees to pay an additional amount per acre foot for all water delivered to Applicant. In such an occurrence, Applicant's payment for that water will equal the per acre-foot cost to TUD of purchasing that amount of water from PG&E, plus the District's current rate for untreated water. Billing by District for the additional PG&E cost shall be paid by the Applicant on or before March 1st of the following calendar year. No Agreement for supplemental water in any ensuing year shall be made with Applicant or for delivery to that property unless all previous billings have been paid. Delinquent bills shall be collected pursuant to District Water Rules and Regulations. The District shall endeavor to notify existing supplemental water customers at the end of spill, of the probability of having to purchase such supplemental water from PG&E.

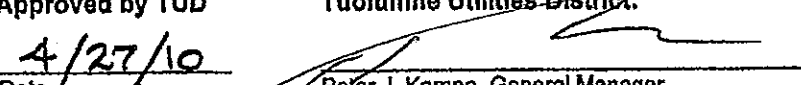
3. Untreated, Non-Potable Water. Applicant hereby acknowledges that all water supplied hereunder is untreated water from the District's open ditches, canals and conduits, and is unfit for human consumption. Water provided hereunder is not intended nor in any way offered, and shall not be used for, residential or domestic uses including, but not limited to drinking, cooking or bathing. Any such use of this water, unless authorized in writing by the California State Department of Public Health and the Tuolumne County Environmental Health Department, shall permit District to void this agreement and District shall thereby be released from any obligation for the delivery of such water. Applicant shall defend, indemnify and hold the District and its officers and employees harmless against any claim or action arising out of any injury, illness or damage resulting from the unauthorized use of such water.

4. Delivery of Water. Deliveries of water hereunder shall be made at the point where Applicant's water conduit contacts a District facility and measurements shall be made as near thereto as practicable. Measurement shall be by 41 acre feet. All necessary works for the measurement and diversion of water from said facility shall be installed, owned, maintained and operated by District; provided that the cost to the District of all labor and materials, including measuring devices, to provide for the diversion of water from said District facility shall be paid by Applicant promptly upon being billed by District. All conduits necessary for receiving and conveying water from said point of delivery to Applicant's point of use shall be provided and installed by Applicant, and Applicant shall be responsible for the maintenance and operation thereof. No service to other parcels may be made without a written District Agreement. Applicant's failure to operate and maintain the same shall be cause for discontinuance of service.

5. Outages. District shall have the right to temporarily discontinue water deliveries hereunder in order to perform necessary maintenance, repairs or improvements to the canal system or associated facilities. Outages may last seven or more consecutive days, and applicant is advised to install facilities for adequate storage of a minimum fourteen-day water supply. In the event of any curtailment of the delivery of water for lack of availability or for any other cause, including a reduction or interruption of the water supply because of drought, errors in operation, or for other causes beyond the control of the District, no liability shall accrue to the District, or its officers, agents or employees for any damage arising or resulting therefrom.

6. Term. The term of this agreement shall be for the remainder of the current calendar year, and shall terminate on December 31st of this year; provided, however, that either party shall have the right to terminate this agreement by giving the other party thirty (30) days written notice, but amounts due for water delivered shall be paid.

Applicant:

Signature
Name of Applicant: G. Scott Fahay
Mailing Address: 2787 Stony Fork Way
Boise, ID 83706

Approved by TUD **Tuolumne Utilities District:**
4/27/10 
Date Peter J. Kampa, General Manager
Service Address: Sullivan Creek Spillway *CL 3825 4/27/10*
Telephone: 208-345-5170 Account No.: 111683 *SW*
Outlet No.: Contract Rate: 41 acre feet
Scheduled Date of Termination: December 31, 2010

Utility Billing Account History Report

User Name: Elaine
 City Name: TUOLUMNE UTILITIES DIST
 Printed: 09/18/2015 - 11:58:AM



TUOLUMNE UTILITIES DISTRICT
 18885 NUGGET BLVD, SONORA, CA 95370
 (209) 532-5536 phone (209) 536-6485 fax
 www.tudwater.com

Account Status: Suspended
 Connect Date: 05/15/2009 Final Date:
 Customer Name: FAHEY, G SCOTT
 Customer Address: 2787 STONY FORK WAY
 BOISE, ID 83706
 Home Phone: (208) 345-5170 Ext
 Business Phone: () - Ext
 Customer Number: 111683 000

Reference Number: 335

Total Acct Balance: 0.00
 Deposits: 0.00 Refunds: 0.00
 Owner name: FAHEY, G SCOTT
 Service Address: PHOENIX - SULLIVAN CRK SPILL WY

Tran Date	Tran Type	Amount	Description	Wtr	Swr	W Sur	W Pen	W Conn	S Pen	S Conn	S Sur
Current Balance By Service											
		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
07/28/2011	Adjustment	-409.24	Misc Water Adj	-409.24							
06/30/2011	Balance	409.24		409.24							
06/30/2011	Billing	409.24		409.24							
05/31/2011	Balance	0.00									
05/31/2011	Billing	409.24		409.24							
12/29/2010	Payment	-409.24		-409.24							
12/01/2010	Payment	-409.24		-409.24							
10/29/2010	Balance	409.24		409.24							
10/29/2010	Billing	409.24		409.24							
10/28/2010	Payment	-409.24		-409.24							
09/28/2010	Balance	409.24		409.24							
09/28/2010	Billing	409.24		409.24							
09/23/2010	Payment	-409.24		-409.24							
08/30/2010	Payment	-409.24		-409.24							
08/26/2010	Balance	818.48		818.48							
08/26/2010	Billing	409.24		409.24							
07/29/2010	Balance	409.24		409.24							
07/29/2010	Billing	409.24		409.24							
07/20/2010	Payment	-349.24		-349.24							
06/28/2010	Balance	349.24		349.24							
06/28/2010	Billing	409.24		409.24							
05/27/2010	Balance	-60.00		-60.00							
05/27/2010	Billing	409.24		409.24							
05/04/2010	Payment	-60.00		-60.00							
12/28/2009	Payment	-409.24		-409.24							

Customer Number: 111683 000

Reference Number: 335

Tran Date	Tran Type	Amount	Description	Wtr	Swr	W Sur	W Pen	W Conn	S Pen	S Conn	S Sur
12/01/2009	Payment	-409.24		-409.24							
10/27/2009	Balance	409.24		409.24							
10/27/2009	Billing	409.24		409.24							
10/22/2009	Payment	-409.24		-409.24							
10/05/2009	Payment	-409.24		-409.24							
09/28/2009	Balance	818.48		818.48							
09/28/2009	Billing	409.24		409.24							
09/08/2009	Payment	-409.24		-409.24							
08/24/2009	Balance	818.48		818.48							
08/24/2009	Billing	409.24		409.24							
07/28/2009	Payment	-362.87		-362.87							
07/28/2009	Balance	772.11		772.11							
07/28/2009	Billing	409.24		409.24							
06/22/2009	Balance	362.87		362.87							
06/22/2009	Billing	422.87		422.87							
06/08/2009	Payment	-60.00		-60.00							

Route Sequence Serial 335 - 099999 - 111683

Read Date	Reading	Consumption	Meter Status
07/15/2015	1,781	0	Active
10/15/2014	1,781	0	
04/15/2014	1,781	0	
06/15/2013	1,781	0	
11/15/2012	1,781	0	
10/15/2012	1,781	0	
09/15/2012	1,781	0	
08/15/2012	1,781	0	
06/15/2012	1,781	0	
05/15/2012	1,781	0	
01/15/2012	1,781	0	
10/15/2011	1,781	0	
09/15/2011	1,781	0	
08/15/2011	1,781	0	
07/15/2011	1,781	0	
06/15/2011	1,781	137	
05/15/2011	1,644	137	
01/15/2011	1,507	0	
12/15/2010	1,507	0	
11/15/2010	1,507	0	
10/15/2010	1,507	137	
09/15/2010	1,370	137	
08/15/2010	1,233	137	
07/15/2010	1,096	137	
06/15/2010	959	137	

Sugar Pine Spring Water
00031

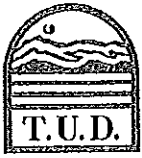
Customer Number: 111683 000

Reference Number: 335

Route Sequence Serial 335 - 099999 - 111683

Read Date	Reading	Consumption	Meter Status
05/15/2010	822	137	Active
04/15/2010	685	0	
01/15/2010	685	0	
12/15/2009	685	0	
11/15/2009	685	0	
10/15/2009	685	137	
09/15/2009	548	137	
08/15/2009	411	137	
07/15/2009	274	137	
06/15/2009	137	137	
05/15/2009	0	0	

To start 5/15/10 billing read



TUOLUMNE UTILITIES DISTRICT

18885 NUGGET BLVD • SONORA, CA 95370
(209) 532-5536 • Fax (209) 536-6485
www.tudwater.com

DIRECTORS

James Grinnell
Kent R. Johnson
Ronald D. Kopf
John Maciel
Ron W. Ringen

January 22, 2014

G. Scott Fahey
2787 Stony Fork Way
Boise, ID 83706

Dear G. Scott:

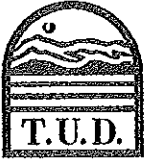
Thank you for being a Tuolumne Utilities District (District) Raw Water Supplemental customer.

Unfortunately, the District's water supply is extremely low this year due to the unusually dry weather conditions. The District has implemented Phase II voluntary water conservation measures effective Friday, January 17th. We are holding a Public Hearing on Tuesday, January 28th at 5:30pm to ask the Board to approve mandatory Phase III water restrictions. As the District is facing a critically dry drought season and as stated in our Water Rules and Regulations, Section 12.03.3, we will not have enough water supply at this time to allocate water to our Supplemental Raw water users.

We are hoping this situation will change in the coming months, but until the water supply improves we will not be supplying you with supplemental raw water this season. If our water supply improves dramatically, we will make sure to notify you as soon as possible. Thank you.

Sincerely,

Lisa Westbrook
Customer and Public Relations



TUOLUMNE UTILITIES DISTRICT

18885 NUGGET BLVD • SONORA, CA 95370
(209) 532-5536 • Fax (209) 536-6485
www.tudwater.com

DIRECTORS

James Grinnell
Kent R. Johnson
Ronald D. Kopf
John Maciel
Ron W. Ringen

April 14, 2015

G. Scott Fahey
2787 Stony Fork Way
Boise, ID 83706

Dear G. Scott:

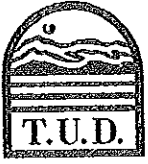
Thank you for being a Tuolumne Utilities District (District) Raw Water Supplemental customer. Unfortunately, the District's water supply is extremely low this year due to the unusually dry weather conditions. As the District is facing a critically dry drought season, we are forced to make difficult decisions regarding water allocation to our customers on the ditch system. As the District is facing a critically dry drought season and as stated in our Water Rules and Regulations, Section 12.03.3, we will not have enough water supply at this time to allocate water to our Supplemental Raw water users.

We are hoping this situation will change in the coming weeks, but until the water supply improves you will not be receiving any ditch raw water this irrigation season. You will not be billed for your ditch contract this season due to us not being able to deliver you water.

If our water supply improves significantly, we will make sure to notify you as soon as possible. Thank you.

Sincerely,

Lisa Westbrook
Public Relations



TUOLUMNE UTILITIES DISTRICT

18885 NUGGET BLVD • SONORA, CA 95370
(209) 532-5536 • Fax (209) 536-6485
www.tudwater.com

DIRECTORS
Barbara Balen
Robert M. Behee
Dennis Dahlin
Ron W. Ringen
Delbert Rotelli

June 6, 2012

Dear Supplemental Water User,

As mentioned in the previous letter that Tuolumne Utilities District (District) sent to you on April 11, 2012, the District wanted to keep you updated on its water supply.

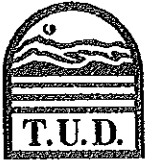
As you are aware, water deliveries under this contract are subject to water availability in each year per section 14.06 of the TUD Water Rules and Regulations. As of June 4, 2012, Lyons Reservoir has reached its "End of Spill" state which means that the District is now relying on stored water in the reservoir. This "End of Spill" date is the earliest that has been recorded for this reservoir and is significant due to the fact that the lake levels for Lyons Reservoir and Pinecrest Lake will now begin to drop rapidly. The State Water Resources Control Board (SWRCB) recently adopted a regulation which prohibits PG&E, due to the low rainfall this year, from delivering water to TUD from Pinecrest this summer until after Labor Day.

We have taken action in a partnership with PG&E and requested the SWRCB to allow the Pinecrest Lake level to be drawn down two more feet to provide the much needed water supply that the District will need this summer. Please understand that if the SWRCB denies our request for Pinecrest water supply, we will need to discontinue all Supplemental water contracts for the duration of this summer.

Thank you for your patience and understanding. If you have any questions regarding this issue, feel free to give me call or send me an email at lisaw@tuolumneutilities.com.

Sincerely,

Lisa Westbrook
Customer and Public Relations



TUOLUMNE UTILITIES DISTRICT

18885 NUGGET BLVD • SONORA, CA 95370
(209) 532-5536 • Fax (209) 536-6485
www.tudwater.com

DIRECTORS

Barbara Balen
Robert M. Behee
Joseph Day, PhD
Ralph Retherford, M.D.
Delbert Rotelli

December 8, 2011

Scott Fahey
Sugar Pine Spring Water LP
2787 Stony Fork Way
Boise, Idaho 83706

Dear Scott,

Tuolumne Utilities District (TUD) staff would like to take this time to thank you for all your efforts by taking the time to have your staff on standby during our emergency situation last week. Although we did not need your services during this emergency, we appreciate your attention to our needs should we need your assistance in the future.

Thank you again for your time.

Sincerely,

Leonard Mauro
Operations Manager

Tom Scesa
District Engineer

Sugar Pine Spring Water LP

From: Sugar Pine Spring Water LP [springwater@cableone.net]

Sent: Thursday, July 07, 2011 2:38 PM

To: 'Kelly Klyn'

Subject: Acct. No. 111683-000

Dear Mr. Klyn

Thank you for your time during our telecom yesterday. I am writing to confirm that the subject account will not need raw water from Phoenix Lake this year, because Lake Don Pedro is being operated to avoid the overflow of its dam. Next year, if Lake Don Pedro is being typically operated, then I may need Phoenix Lake raw water. If I do, I will fully execute and return to you the raw water service agreement that TUD sends me each year.

Regards,
G. Scott Fahey

7/7/2011

Sugar Pine Spring Water
00037



TUOLUMNE UTILITIES DISTRICT

18885 NUGGET BLVD. • SONORA, CA • 95370
(209) 532-5536 • FAX (209) 536-6485

April 4, 2011

G. Scott Fahey
2787 Stony Fork Way
Boise, ID 83706

Account No.: 111683
Service Address: Sullivan Creek Spillway
Outlet Number:
Phone: 208-345-5170

Re: Renewal of Supplemental Contract

Attached you will find a contract for supplemental (untreated) water from the District's Tuolumne Ditch System. The owner of the property being served must sign the contract and return it to us. A deposit of \$60.00 for one-acre foot is also required at this time along with return of the signed contract. The deposit will be applied to your account and used against your usage for this season.

If you are not the property owner then please forward the contract and cover letter to them or let us know how to contact them. We will return a fully executed copy to you as soon as the contract is signed by the General Manager.

If you have any questions or concerns or if there are any errors or details in the contract that you believe need to be revised, please contact me at the District office at (209) 532-5536 ext. 512, or Elaine at ext. 506. If you make any changes to the contract, please initial the changes.

Thank you for your prompt cooperation.

Sincerely,

Sharon Norris

Sharon Norris
Engineering Administrative Assistant

TUOLUMNE UTILITIES DISTRICT
APPLICATION AND ANNUAL AGREEMENT FOR SUPPLEMENTAL WATER SERVICE

G. Scott Fahey ("Applicant") has requested TUOLUMNE UTILITIES DISTRICT ("District") to sell to Applicant untreated "Supplemental Water" during the current year, and to deliver the same to Applicant from District's Phoenix Ditch at the rate of flow and delivery method stated in paragraph four, herein, and charged at the rate listed for Irrigation Customers in the District's Water Rules and Regulations, Exhibit B, for use on the following described parcel: APN#: 52-060-01. The District is willing to comply with the request subject to the following terms and conditions:

1. Compliance with Rules and Regulations. Delivery of water will be made in accordance with District's Rules and Regulations applicable to such service, it being agreed, however, that the water will be delivered only from available supplemental water as determined by the District, and that nothing will prevent District from denying, restricting or apportioning deliveries hereunder in the case of insufficient water supply.

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3. Untreated, Non-Potable Water. Applicant hereby acknowledges that all water supplied hereunder is untreated water from the District's open ditches, canals and conduits, and is unfit for human consumption. Water provided hereunder is not intended nor in any way offered, and shall not be used for, residential or domestic uses including, but not limited to drinking, cooking or bathing. Any such use of this water, unless authorized in writing by the California State Department of Public Health and the Tuolumne County Environmental Health Department, shall permit District to void this agreement and District shall thereby be released from any obligation for the delivery of such water. Applicant shall defend, indemnify and hold the District and its officers and employees harmless against any claim or action arising out of any injury, illness or damage resulting from the unauthorized use of such water.

4. Delivery of Water. Deliveries of water hereunder shall be made at the point where Applicant's water conduit contacts a District facility and measurements shall be made as near thereto as practicable. Measurement shall be by 41 acre feet. All necessary works for the measurement and diversion of water from said facility shall be installed, owned, maintained and operated by District; provided that the cost to the District of all labor and materials, including measuring devices, to provide for the diversion of water from said District facility shall be paid by Applicant promptly upon being billed by District. All conduits necessary for receiving and conveying water from said point of delivery to Applicant's point of use shall be provided and installed by Applicant, and Applicant shall be responsible for the maintenance and operation thereof. No service to other parcels may be made without a written District Agreement. Applicant's failure to operate and maintain the same shall be cause for discontinuance of service.

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Applicant:

Approved by TUD

Tuolumne Utilities District:

Signature

Date

Peter J. Kampa, General Manager

Name of Applicant: G. Scott Fahey

Service Address: Sullivan Creek Spillway

Mailing Address: 2787 Stony Fork Way

Telephone: 208-345-5170 Account No.: 111683

Boise, ID 83706

Outlet No.: _____ Contract Rate: 41 acre feet

Revised 4/12/10

Scheduled Date of Termination: December Sugar Pine Spring Water
00039

SUGAR PINE SPRING WATER LP

State Water Resources Control Board
Division of Water Right
P.O. Box 2000
Sacramento, CA 95814-2000

June 3, 2014

Re.: Curtailment Certification Form – OTHER

Ref.: Water Right Applications 29977 and 31491

In good-faith, when ample water resources were available; I purchased a total of eight-two (82) acre-feet of water from the Tuolumne Utility District (TUD), during a two year period from 6/15/09 through 6/15/11. The Stanislaus River was the origin of that water. That water was released by TUD from Phoenix Lake to New Lake Don Pedro Reservoir (NDPR), via Sullivan Creek.

The reason for the purchase and diversion of that water was to ensure the City and County of San Francisco (San Francisco) and the Modesto & Turlock Irrigation Districts (Districts) would have water standing-by behind NDPR in the event “notification by San Francisco of potential or actual water supply reduction” was sent to me as a result of the reference water rights’ applications. Such notice has never been received. In the event that were to occur, the “replacement water” that I would be obligated to provide within one year of said notice would already be available in NDPR for its owners beneficial use.

I acknowledge that if NDPR had spilled, or spills in the future, that the water I have purchased, had divert, and is now pre-positioned there as “replacement water” would be lost and not available to me for its intended purpose.

As the manager of Sugar Pine Spring Water LP’s General Partner, make every effort to ensure the holders of senior downstream water rights are not impacted nor affected by Sugar Pine’s diversion of spring water. That has been accomplished by taking the initiative to purchase “replacement water” when it was available; so, if needed, neither San Francisco nor the Districts must wait one year for it to arrive. As a result, the flow of water from NDPR will not be affected nor will any senior water right holders be impacted by the referenced applications. After consultation with San Francisco and the Districts regarding this matter they concur, therefore, I contend that the diversion and use of water authorized by the referenced water rights applications is legally authorized.

Sincerely,

G. Scott Fahey
Manager of the General Partner
Sugar Pine Spring Water LP

CC: San Francisco – Attn.: Jonathan Knapp

EXHIBIT "C"

Date	time	Meter 1	Rain	HI/Low	Meter 2	Cleaned
8/3/2014	10:02	32403159	0.0"	94/60	78346317	8/1/2014
	10:12	32403194				
8/8/2014	9:00	79348431	0.0"	86/54	78609170	8/1/2014
	9:10	32429083				
8/17/2014	11:52	32475641	0.0"	88/52	78930990	8/15/2014
	12:02	32475675				
8/24/2014	11:45	32510642	0.0"	88/56	79132832	8/15/2014
	11:55	32510682				
8/31/2014	11:17	32544818	0.0"	82/54	79348431	8/29/2014
	11:27	32544851				

Date	time	Meter 1	Rain	H/Low	Meter 2	Cleaned
9/7/2014	10:38	32577964	0.0"	90/52	79571179	8/29/2014
	10:48	32577996				
9/14/2014	12:22	32611081	0.0"	94/46	79807574	9/12/2014
	12:32	32611110				
9/20/2014	7:40	32642605	0.0"	90/50	80098109	9/12/2014
	7:50	32642634				
9/28/2014	2:54	32676103	1.8"	82/38	80368001	9/26/2014
	3:04	32676133				

Date	time	Meter 1	Rain	Hi/Low	Meter 2	Cleaned
10/5/2014	9:29	32707401	0.0"	89/39	80636571	9/26/2014
	9:39	32707431				
10/12/2014	12:21	32738443	0.0"	86/46	80925509	10/10/2014
	12:31	32738472				
10/18/2014	2:33	32763460	0.0"	82/38	81153594	10/10/2014
	2:43	32763483				
10/26/2014	2:32	32797178	0.3"	82/38	81428770	10/24/2014
	2:42	32797207				

Date	time	Meter 1	Rain	H/Low	Meter 2	Cleaned
11/2/2014	3:51	32827277	1.7"	72/32	81650278	10/24/2014
	4:01	32827301				
11/7/2014	3:57	32848703	0.0"	72/34	81893108	10/24/2014
	4:07	32848733				
11/16/2014	10:49	32886710	.7"	72/30	82133785	11/10/2014
	10:59	32886735				
11/23/2014	2:18	32917566	1.4"	60/32	82356033	11/21/2014
	2:28	32917599				

Date	time	Meter 1	Rain	Hi/Low	Meter 2	Cleaned
12/7/2014	3:06	32982549	3.1"	72/40	82739962	12/5/2014
	3:16	32982582				
12/14/2014	12:36	33016836	2.7"	50/32	82936632	12/5/2014
	12:46	33016870				
12/21/2014	9:58	33052142	1.7"	46/32	83200019	12/19/2014
	10:08	33052180				
12/28/2014	11:42	33089773	.5"	62/24	83289209	12/19/2014
	11:52	33089808				

Date	time	Meter 1	Rain	HI/Low	Meter 2	Cleaned
1/4/2015	12:50	33125450	0.0"	50/18	83458798	12/19/2014
	1:00	33125484				
1/11/2015	2:21	33159660	0.0"	60/32	83661339	1/5/2015
	2:31	33159691				
1/18/2015	11:31	33191840	0.0"	58/32	83930567	1/16/2015
	11:41	33191872				
1/24/2015	1:50	33219625	0.0"	62/30	84125852	1/16/2015
	2:00	33219657				
1/31/2014	2:53	33249794	0.1"	68/30	84316342	1/30/2015
	3:53	33249816				

Date	time	Meter 1	Rain	Hi/Low	Meter 2	Cleaned
2/8/2015	6:08	33283438	3.1"	66/32	84565495	1/30/2015
	6:18	33283474				
2/15/2015	9:26	33321495	1.5"	74/32	84898548	2/13/2015
	9:36	33321529				
2/22/2015	3:43	33352788	0.0"	66/38	85073882	2/13/2015
	3:53	33352800				
2/28/2015	12:55	33386319	0.2"	54/24	85375652	2/27/2015
	1:05	33386252				

Date	time	Meter 1	Rain	HI/Low	Meter 2	Cleaned
3/7/2015	5:30	33420634	.9"	68/32	85676829	2/27/2015
	5:40	33420667				
3/15/2015	1:03	33456579	.2"	72/32	85987740	3/13/2015
	1:13	33456610				
3/22/2015	7:08	33486398	.0"	68/32	86217752	3/13/2015
	7:18	33486426				
3/29/2015	1:55	33517908	.0"	74/32	86345894	3/26/2015
	2:05	33517936				

Date	time	Meter 1	Rain	Hi/Low	Meter 2	Cleaned
4/4/2015	10:54	33543842	0.0"	72/32	86594618	3/26/2015
	11:04	33543871				
4/11/2015	3:03	33575305	1.9"	60/30	86863853	4/10/2015
	3:13	33575330				
4/18/2015	4:40	33606187	0.0"	70/32	87139563	4/10/2015
	4:50	33606216				
4/26/2015	8:57	33639557	1.9"	72/32	87375184	4/10/2015
	9:07	33639590				

Date	time	Meter 1	Rain	Hi/Low	Meter 2	Cleaned
5/3/2015	2:34	33671288	0.0"	74/38	87632632	4/27/2015
	2:44	33671320				
5/10/2015	11:53	33701235	0.6"	66/32	87907033	5/8/2015
	12:03	33701268				
5/17/2015	6:38	33730960	0.6"	68/32	88163211	5/8/2015
	6:48	33730992				
5/25/2015	2:46	33762816	0.0"	66/38	88338724	5/22/2015
	2:56	33762846				
5/31/2015	11:56	33792256	0.0"	78/46	85534532	5/22/2015
	12:06	33792285				

Date	time	Meter 1	Rain	Hi/Low	Meter 2	Cleaned
6/7/2015	12:36	33821981	0.0"	80/46	88757020	6/5/2015
	12:46	33822010				
6/14/2015	11:38	33850931	0.0"	87/53	88964649	6/5/2015
	11:48	33850959				
6/22/2015	9:03	33883391	0.0"		89206219	6/5/2015
	9:13	33883414				
6/28/2015	5:10	33909043	0.0"	102/48	89395060	6/23/2015
	5:20	33909075				

Date	time	Meter 1	Rain	Hi/Low	Meter 2	Cleaned
7/5/2015	11:40	33935990	0.0"	86/56	89603838	7/3/2015
	11:50	33936019				
7/12/2015	10:42	33963384	0.0"	92/46	89861181	7/3/2015
	10:52	33963413				
7/19/2015	11:57	33990684	0.0"	92/48	90109537	7/17/2015
	12:07	33990710				
7/26/2015	11:58	34017347	0.0"	88/48	90379568	7/17/2015
	12:08	34017377				

Date	time	Meter 1	Rain	Hi/Low	Meter 2	Cleaned
8/2/2015	2:36	34043713	0.0"	98/48	90622127	7/31/2015
	2:46	34043738				
8/9/2015	2:52	34069343	0.0"	92/48	90871034	7/31/2015
	3:02	34069368				
8/16/2015	1:33	34094271	0.0"	94/48	91126338	8/14/2015
	1:43	34094290				
8/23/2015	2:10	34119345	0.0"	98/50	91376289	8/14/2014
	2:20	34119368				
8/30/2015	10:10	34143347	0.0"	94/50	91585070	8/28/2015
	10:20	34143377				

Date	time	Meter 1	Rain	Hi/Low	Meter 2	Cleaned
9/6/2015	10:06	34167798	0.0"	98/40	91814620	8/28/2015
	10:16	34167828				
9/13/2015	12:36	34192320	0.0"	99/42	91935030	8/28/2015
	12:46	34192346				
9/20/2015	1:35	34216150	0.0"	93/38	91948392	8/28/2015
	1:45	34216175				
9/27/2015	12:08	34234790	0.0"	92/48	91968569	8/28/2015
	12:18	34234799				

Date	time	Meter 1	Rain	H/Low	Meter 2	Cleaned
10/4/2015	11:50	34247019	.9"	84/40	91981539	8/28/2015
	12:00	34247030				
10/11/2015	8:30	34259104	0.0"	89/40	92001574	8/28/2015
	8:40	34259115				
10/18/2015	12:40	34271613	0.0"	89/48	92015381	8/28/2015
	12:50	34271625				
10/24/2015	2:10	34282173	0.0"	79/34	92028646	10/23/2015
	2:20	34282184				

Date	time	Meter 1	Rain	Hi/Low	Meter 2	Cleaned
11/1/2015	1:06	34297411	0.3"	84/32	92048529	10/23/2015
	1:16	34297428				

EXHIBIT "D"



Terry Tamminen
Secretary for
Environmental
Protection

State Water Resources Control Board

Division of Water Rights

1001 I Street, 14th Floor ♦ Sacramento, California 95814 ♦ 916.341.5300
Mailing Address: P.O. Box 2000 ♦ Sacramento, California 95812-2000
FAX: 916.341.5400 ♦ www.waterrights.ca.gov



Arnold Schwarzenegger
Governor

MEMORANDUM

TO: *Arnold Schwarzenegger*
1. Manias Thahanant
2. Steven Herrera *SA - 1/24/03*
3. Victoria Whitney *SAW 1/26/04*

FROM: *Yoko Mooring*
Yoko Mooring
Engineering Associate
Water Rights Processing Unit

DATE: December 23, 2003

SUBJECT: AUTHORIZATION TO ACCEPT AN APPLICATION (X3488)
IN A FULLY APPROPRIATED STREAM SYSTEM PURSUANT TO
EXCEPTION CONDITIONS SPECIFIED IN BOARD ORDER WR 98-08

This is a request for your written approval to accept an application to appropriate 0.089 cubic foot per second (cfs), annual limit of 64.5 acre-feet, from fully appropriated streams; Sacramento-San Joaquin Delta upstream and the Tuolumne River in Tuolumne County. Water Code section 1206(a) provides that the State Water Resources Control Board (SWRCB) shall not accept any application within that stream system, following the adoption of a Declaration that a stream system is fully appropriated. SWRCB Order 98-08 identifies the Sacramento-San Joaquin Delta watershed upstream from the Delta as fully appropriated between June 16 and August 31 (Decision 1594), and the Tuolumne River upstream from Don Pedro Reservoir as fully appropriated between July 1 and October 31 (Decision 995). However, Section 4.10 of Order WR 98-08 sets guidance for administrating the declaration and specifically allows an exception to accepting an application on a fully appropriated stream where water is made available under an Exchange Agreement.

Application X3488 submitted by G. Scott Fahey seeks to appropriate water, year round, by direct diversion, for industrial purposes (bottled water) from the three springs (Wet Meadows Springs, Marco Spring, and Polo Spring) which are tributary to the Tuolumne River thence the Sacramento-San Joaquin Delta water system. Decision 995 found that the Modesto Irrigation District (MID) and the Turlock Irrigation District (TID) hold water right licenses to appropriate all of the flow of the Tuolumne River water for power purposes from July through October of each year. Also, the City and County of San Francisco claims pre-1914 appropriative rights

Sugar Pine Spring Water
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pursuant to the Raker Act of 1913 on any diversion of water flowing into New Don Pedro Reservoir.

Background History: On July 12, 1991, Mr. Fahey filed his first application (Application 29977) for 0.062 cfs, for industrial purposes, from the two springs (different from X3488) that are tributary to the Tuolumne River and the Sacramento-San Joaquin Delta water system. At the time, Mr. Fahey entered into a water exchange agreement, which was executed on December 12, 1992, with the MID and the TID for the period from June 16 to October 31 of each year, when water is not available for appropriation in the Tuolumne River and the Sacramento-San Joaquin Delta system. Any water that the applicant diverts pursuant to this application will be replenished into the Roger Creek arm of Lake Don Pedro by pumping an equal amount of groundwater from a well located in the SW ¼ of NE ¼ of NE ¼ of Section 8, T3S, R15E, MDB&M. With this agreement, the Chief of the Division of Water Rights approved for exception from the fully appropriated stream system and Application 29977 was accepted and processed for a notice. The application was protested by several organizations and Mr. Fahey successfully negotiated and resolved all protests except one filed by the City and County of San Francisco. After the field investigation (Filante) and the subsequent extensive negotiations, Mr. Fahey entered into a private agreement with the City and County of San Francisco. After the San Francisco protest was resolved, Permit 20784 was issued on March 23, 1995.

Therefore, with this experience behind, when Mr. Fahey submitted a new application (X3488), he included the statement under penalty of perjury, that the new application shall be conditional upon and subject to the terms and conditions of the previous agreements: (1) Agreement, dated December 12, 1992, between G. Scott Fahey and the TID and MID, and as enumerated by the State Water Resources Control Board, Division of Water Rights, Permit #20784, Item 19, (2) Conditions 1, 2a, 2b, 2c, 2d, and 2e within the City of San Francisco letter, dated December 19, 1994, and as enumerated by the State Water Resources Control Board, Division of Water Rights, Permit 20784, Item 20.

However, the Division, under the previous management, requested further evidence that the water exchange contract be updated and available for the new application. Subsequently, Mr. Fahey went through the application process with the Tuolumne Utilities District for surplus water service and updated the water exchange contract. On December 19, 2003, he provided the Division a copy of the executed contract, dated October 20, 2003.

If you agree with the above-described exception to the Declaration of Fully Appropriated Stream Systems regarding a Water Exchange Agreement, please execute the attached Statement for Files.

Attachment

U:\PERDRV\Ymooring\X3488 memo.doc

California Environmental Protection Agency

Recycled Paper

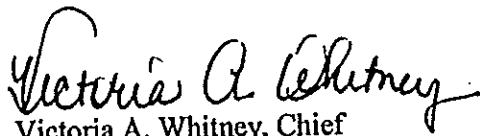


Sugar Pine Spring Water
00063

STATEMENT FOR FILES

AN EXCEPTION FROM THE LEGAL EFFECTS OF STATE WATER RESOURCES
CONTROL BOARD DECLARATION OF FULLY APPROPRIATED STREAM SYSTEMS
PURSUANT TO ORDER WR 98-08

I hereby approve an exception to Board Order WR 98-08 pursuant to Section 4.10 as it pertains to Application X3488 by G. Scott Fahey to appropriate water from the three springs in the Tuolumne River watershed in Tuolumne County. Diversion of water during the period from June 16 through October 31 of each year would be subject to maintenance of a water exchange agreement between the applicant and the Modesto Irrigation District and the Turlock Irrigation District. The Agreement will make up for any water right deficiency identified in Board Decisions 995 and 1594, in the above declarations. The applicant would provide replacement water to New Don Pedro Reservoir for all water diverted during the period from June 16 to October 31 of each year by a Water Exchange Agreement, executed on October 20, 2003, with the Tuolumne Utilities District for surplus water.


Victoria A. Whitney, Chief
Division of Water Rights

Dated: **JAN 26 2004**



MET / ym
Copy

SUGAR PINE SPRING WATER LP

FAX TRANSMITTAL

DATE: December 19, 2003

TO: Yoko Mooring – SWRCB, Wtr. Rgts. Div.

FAX #: (916) 341-5400

TELE #: (916) 341-5362

FROM: G. Scott Fahey

NUMBER OF PAGES (INCLUDING THIS COVER SHEET)

2

Our fax machine telephone number is (208) 345-5107.

If there are any questions regarding this transmittal, please call (208) 345-5170.

Yoko

The following page is a copy of a fully executed "Application and Agreement for Surplus Water Service" I have entered into with the Tuolumne Utilities District (TUD).

If you have any questions or require any additional information from TUD do not hesitate to contact Joe Whitmer @ (209) 532-5536 x 515, or call me @ (208) 345-5170.

- Regards -
Scott Fahey

STATE WATER RESOURCES
DIVISION
2003 DEC 22 AM 7:10
SACRAMENTO

Outlet # _____ Account # _____ Station # Roerich my documents/rules/surplus.wtr/application for Surplus water 4_2001

TUOLUMNE UTILITIES DISTRICT APPLICATION AND AGREEMENT FOR SURPLUS WATER SERVICE


G. Scott Fahren, hereinafter called "Applicant," has requested TUOLUMNE UTILITIES DISTRICT, hereinafter called "District," to sell to Applicant, when available, non-potable untreated "Surplus Water" and deliver the same to Applicant from the District's Phoenix Ditch, at the rate applicable to a 100 ft main inch, at a cost per unit delivered determined by applying N/A (fee/rate schedule) for use on the N/A acre parcel, that is Tuolumne County Assessor's Parcel Number N/A and being located at (service address) 70 Mills Park / Colusa, CA, telephone # (209) 345-5170.

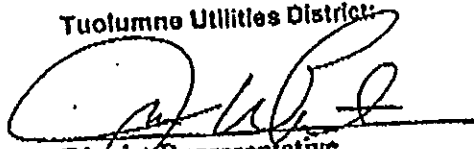
For the Application will be considered complete, a map showing: 1) location of property, 2) area to which water will be applied, and 3) point of service, must be attached hereto. The use of water under this application is restricted to lands, area, quantity and flow of water, and purpose of use as stated herein. Any use other than stated herein, including but not limited to applying water to lands other than identified on the attached map will be considered sufficient cause for the District's immediate termination of this application.

The District is willing to comply with Applicant's request subject to the following terms and conditions:

1. All deliveries of water hereunder will be made in accordance with District's Rules and Regulations applicable to such service, it being agreed, however, that nothing will prevent District from ceasing, restricting or apportioning deliveries hereunder in the case of insufficient water supply.
2. Applicant shall pay District in full immediately upon receipt of billing from the District for untreated water at the rate and charges set forth in the District's Raw Water Rate schedule identified herein above, and as revised from time to time by the District's Board of Directors.
3. Applicant hereby acknowledges notification that all water supplied hereunder is untreated water from open ditches, canals and conduits and is unfit for human consumption. Water provided hereunder is not intended nor in any way offered, and shall not be used for, residential or domestic uses including, but not limited to drinking, cooking or bathing. Any such use of this water shall be grounds for the District to immediately terminate this agreement and District shall thereby be released from any obligation for the delivery of such water.
4. Deliveries of water hereunder shall be made at the point where Applicant's water conduit contacts District facility and measurements shall be made as near thereto as practicable. All necessary works for the measurement and diversion of water from said facility shall be installed, owned, maintained and operated by District. The cost shall be born by Applicant. All conduits and right-of-ways necessary for receiving and conveying water from said point of delivery to Applicant's point of use shall be provided and installed by Applicant and Applicant shall be responsible for the maintenance and operation thereof. Applicant's failure to operate and maintain the same shall be cause for discontinuance of service.
5. District shall have the right to temporarily discontinue water deliveries hereunder in order to perform necessary maintenance, repairs or improvements to the canal system or associated facilities. It is not uncommon for these outages to last seven or more consecutive days. In the event of a reduction or interruption of the water supply because of drought, errors in operation, or other causes beyond the control of the District, no liability shall accrue to the District, or its officers, agents or employees for any damage arising therefrom. Applicant shall indemnify and hold the District harmless against any claim or action arising out of any injury, illness or damage resulting from the unauthorized use of such water.
6. In the event of non-payment of water charges, District may discontinue the delivery of water, and may additionally record a claim of lien upon the property to which water is provided.
7. The term of this agreement shall be from the date of execution through the end of the current calendar year; provided, either party shall have the right to terminate this agreement by giving the other party thirty (30) days written notice.

Executed this 20th day of October 2003.

Applicant:

Applicant Signature
Mailing Address 2787 Shaw Fork Way

Tuolumne Utilities District:

District Representative
City Boise State ID Zip 83706

Sugar Pine Spring Water
00066

2003 SEP 11 AM 10: 02

DIV. OF WATER RIGHTS
SACRAMENTO

POLICY STATEMENT

File: mydocuments:\rules\surplus water\ surplus water policy adopted 4_10_2001

POLICY STATEMENT: The title of this policy shall be "UNTREATED SURPLUS WATER DELIVERY".

The purpose of the proposed "Surplus Water Delivery Policy" is to define procedures whereby the District may make available untreated water, on an "if and when available basis", to water users within the District, when such water is surplus to other water supply needs of the District's Tuolumne Water System operations and the contractual commitments of the District. The District, depending upon the type of water year, has available raw water that is in surplus to its needs in varying forms, amounts and timing. All too often the opportunity to put this water to beneficial use is unrealized, while at the same time there are potential water users within the District who could use an interruptible, nonfirm raw water supply. The District Board of Directors has indicated that it is their belief that it is in the best interest of all to develop methodology whereby the District could identify, as early in the water year as possible, the source, flow rate and quantities of such water that may be surplus to existing demands and make optimum use of this available water by delivering such water to potential water users. Such water can be available from four (4) sources:

- 1) Water which is referred to herein for convenience as "Power Water", which can be considered either as a part of "Surplus Water" or separately, is often available for delivery below Phoenix Powerhouse during the months of April, May and June. This water is available as a result of PG&E's operation of its Phoenix hydroelectric power generation system during those months, when the water generating electricity exceeds TUD's needs for water that year below Phoenix Reservoir;
- 2) "Supplemental Water", which can be considered a component of "Surplus Water" and is defined within the PG&E 1983 "Purchase Agreement", and is available to TUD as a result of projected annual South Fork yield.

File
Page 2
April 23, 2001

Both Power Water and Supplemental Water are available for District use under the 1983 PG&E Purchase Agreement. Power water may be made available under separate application to the District and available for delivery to potential water users only during the "power period" as defined in the 1983 "Purchase Agreement" with PG&E (normally during the months of April, May or June). "Power Water", may also be integrated with supplemental water and made available to water users under the terms of a "Surplus Water Agreement".

The remaining two (2) additional sources of surplus water that could be made available to users under separate agreement are: 1) water purchased from PG&E also under terms of the 1983, Purchase Agreement, which may in turn be sold to users under separate agreement approved by the General Manager and 2) "Reclamation Water" developed through the treatment of wastewater, and considered under a separate policy direction.

WATER PRORATION AND ALLOCATION

District reserves the right to allocate the delivery of available water supplies among its water users. The annual allocation of water among competing users shall be based upon the District projections of water availability, allocated on the basis of intended use. The highest priority shall be given to the delivery of treated water for municipal and industrial use through TUD's Tuolumne Water System, public trust requirements (where fish flow requirements and other environmental uses are a condition of use imposed by an appropriate regulating governmental body), and the watering of livestock (including poultry). The next highest priority shall be given for maintaining the survival of permanent crops, and fire protection; followed by irrigation of nonpermanent crops, and other agricultural and commercial uses. The final group includes the delivery of "Surplus Water" under terms outlined within the "Surplus Water Delivery" policy as stated herein, for other uses such as noncommercial recreation, scenic, and construction purposes. The delivery of "Power Water" as distinguished from "Surplus Water" (which is made up of a combination of both "Power Water" and "Supplemental Water") shall have a lower priority of allocation than the delivery of "Surplus Water".

File
Page 3
April 23, 2001

"Surplus Water" and "Power Water" DEFINED AND QUANTIFIED

"Surplus Water" is untreated raw water; available for distribution that is in excess of District's other anticipated water delivery requirements. "Surplus Water" is not intended or offered for human consumption including drinking, cooking or bathing. Any such use shall constitute a misuse of this water and will be considered grounds for the immediate discontinuance of such water delivery.

The District shall annually estimate the quantity and availability of "Surplus Water" for delivery through the period April 15th through October 15th of each year. The District shall next determine the anticipated demand for "Surplus Water" by totaling the amounts of water identified on applications for service received by April 1st of each year. Delivery of "Surplus Water" shall be prorated among applicants, based upon this determination of availability, delivery contracts, and conditioned on an "if and when available" basis, without warranty. When determining the annual quantification of "Surplus Water", availability projections shall first be made on maximizing the combination of both "Power" and "Supplemental" to be made available under a Surplus Water Application, with any remaining or uncommitted "Power Water" in excess of that committed to "Surplus Water" then being available for delivery under a separate "Power Water" application.

The availability and delivery of "Surplus Water" shall have a lowest priority for delivery as compared against other classes or types of waters delivered by the District, other than the separate delivery of "Power Water" which is the lowest class of water delivered by the District. "Surplus Water", and "Power Water" when sold separately, shall only be available when, in the sole determination of the District, such availability and delivery shall not interfere with or impair the availability and distribution of higher priority water supplies furnished by the District.

"Surplus Water", other than "Power Water" which may be available under separate agreement, shall only be made available to water users who have annually executed an "Application and Agreement" for "Surplus Water Service" (hereinafter Application) with the District. The annual quantity and scheduling of delivery of "Surplus Water", and "Power Water" when sold separately, shall be divided among water use applicants based upon: 1) availability and timing of availability of both "Surplus Water" and "Power water" as determined annually by the District, 2) the total demand for "Surplus Water" and "Power Water" as determined by returned applications

for "Surplus Water" and requests for "Power water", and 3) a proration in cases of shortage based upon the amount of water, when used, and rate of flow employed by the Applicant the prior year as a percentage of the prior year availability. Unallocated "Surplus Water", shall be made available on a first come first serve basis, following April 15th of each year. The delivery of all "Power Water" shall also be on a first come first serve basis, following the District's determination of availability, and completion and return to the District of a completed request form provided by the District. The rate of delivery of "Surplus Water" and "Power Water" shall be subject to reduction due to distribution delivery restraints.

The District shall endeavor by posting and/or by other means, notify water users of the availability of "Surplus Water" and "Power Water" as determined or estimated by the District. Such notification shall include an estimate of the amount and timing of availability of such water for the upcoming or remainder of the irrigation season. The irrigation season as used herein shall be that period of time between April 15 through October 15th of each year, unless changed by action of the Board of Directors of the District.

APPLICATION FOR THE DELIVERY OF "Surplus Water"

Each year, prior to April 1st, applicants must complete and return to the District an application requesting the delivery of "Surplus Water". The District shall attempt to deliver, but does not guarantee the delivery of the amount of water requested, but will allocate and deliver "Surplus Water" based upon established prorations, estimates of availability, ability to deliver, and other priority needs and obligations to provide water.

The completed application shall include the following information:

1. The amount of "Surplus Water" in miner inch flow Applicant wishes delivered,
2. Period of time (example: April 15th through July 15th) applicant wishes delivery to take place,
3. Intended purpose of use, (pasture, pond recreation, industrial use, etc.)
4. Inclusion of a map indicating the location of the land upon which the "Surplus Water" is to be used, including the District's point of delivery,
5. The total area (acres) to be irrigated or upon which "Surplus Water" will be used, and
6. Other condition or restrictions under which applicant desires delivery to be made.

TERMS OF DELIVERY

1. The point of delivery for water delivered from the District's distribution system to the Applicant shall be as identified on the map attached to the application, or as otherwise specified or approved by the District. Applicant will be responsible for conveyance, custody and control of all water passing beyond the District's point of delivery. Applicant will be responsible for compliance with all laws, ordinances, and regulations, applicable to the conveyance, use, custody and/or control of "Surplus Water" beyond the point of delivery.
2. All water made available by the District shall be metered individually through metering device(s) as determined necessary by the District at the sole cost of Applicant. The District shall attempt to locate such device(s) as near to the point of delivery as it determines practical. Final determination of type and location of such metering device(s) shall be at the sole discretion of the District. The District shall take ownership of such metering device(s) upon their installation and shall thereafter be solely responsible for their maintenance and replacement.
3. All costs of connecting to District's point of delivery, including mainline extensions and metering shall be born by the water user. By making "Surplus Water", and "Power Water" when sold separately, available, the District shall not be obligated to construct, add or extend any facilities to provide delivery of said water.
4. It is recognized and understood that the District's water distribution system serves numerous water users. Delivering of both "Surplus" and "Power" water will be conditioned upon the capacity of the delivery system, including the capacity at point of delivery, and approved terms and times of delivery as determined by the District. When sharing a common point of delivery, each water user shall be responsible for dividing, apportioning, and/or rotating available water among themselves on the basis of their respective entitlements. This will require cooperation with the other water users and compliance with instructions, arrangements, rules and regulations of the District as are reasonably necessary for this purpose.
5. All connections to District's distribution system shall be subject to the District's continuing approval, its ordinances and its rules and regulations as adopted and modified from time to time by the District Board of Directors.

PRICE OF "Surplus Water" DELIVERED AND "Power Water" WHEN SOLD SEPARATELY"

The price for the delivery of "Power Water" when sold separately will be eighteen dollars (\$18.00) per acre foot, or as determined from time to time by the District's Board of Directors. The minimum amount of "Power Water" available for delivery from the District shall be one (1) acre-foot. For the purposes of billing, all deliveries of "Power Water" shall be rounded up to the next nearest acre-foot.

"Surplus Water", other than "Power Water" when sold separately, shall be as indicated in Resolution Numbers 107-88 and 66-89 of the County of Tuolumne Resolution and/or as may be determined from time to time by the District's Board of Directors. This price of "Surplus Water" for those applicants with an existing raw water account with the District shall coincide with the existing, established rate for the delivery within the following "rate categories" (General Metered Service - Untreated water, General Irrigation Service and Special Agricultural Enterprise Water rate). For those applicants that do not have an existing raw water delivery account, the rate shall be applied based upon condition of the proposed use, among the previously stated "rate categories".

The District will bill the owner of the land upon which the water is delivered monthly for the water furnished, unless otherwise instructed by the property owner on forms provided by the District. In all cases the owner of the property upon which the water is applied shall be held accountable by the District for the payment of all bills immediately upon presentation of such bill by the District.

Unpaid water bills shall become delinquent forty-five (45) days after date of billing. A one and one-half percent (1.5%) delinquency charge will be applied monthly to the outstanding balance of delinquent accounts.

Failure to pay the District for water furnished shall result in discontinuance of all District provided services to Applicant, the filing of a Certificate of Lien setting forth the amount of the delinquency with the Tuolumne County Recorder, and/or the placing of the delinquent water service charges on the Tuolumne County tax rolls in accordance with District's Rules and Regulations established from time to time.

RATE OF DELIVERY

1. Unless otherwise agreed in advance, or in case of an emergency, District personnel shall make all turn-ons and turn-offs between the hours of 7:30 am and 3:00 p.m., Monday through Saturday.
2. Water user shall be responsible for placing to beneficial use on a 24-hour per day basis; all water delivered and shall continually use such water until all contracted water has been delivered.
3. Other than for the initiating turn-on and final turn-off, or in cases involving an emergency as solely determined by the District, the water user shall pay the District a fee in the amount of \$25.00 per turn-on and turn-off. The water user shall request all turn-ons and turn-offs 24 hours in advance. In addition to the \$25.00 turn on and off fee, and except in the case of emergency as determined by the District, the water user shall reimburse the District its actual cost of turn-on and turn-off, including overhead and fringe, for all turn-ons and turn-offs made without 24 hour notice or outside the period from 7:30 am through 3:00 p.m.
4. Water shall be delivered as available by priority.
5. The operation and control of all gates and facilities at the point of delivery of District water shall be under the exclusive control of District personnel. No water user or other person shall change, adjust, or tamper with the delivery structures controlling the delivery of water except with expressed permission of District personnel.

The District does not guarantee the delivery of "Surplus" or "Power" water to the Applicants, but will make every reasonable effort to deliver the amounts of water which it estimates to be available. The District, its agents, and employees shall not be held responsible for any claim of damage, injury or death arising out of or in connection with the delivery or failure of delivery of water, including "Surplus" and "Power" water, or the failure to deliver water in amounts and/or flows less than those agreed upon or requested. Nor shall the District, its agents or employees be responsible for any claim of damage, injury or death arising out of or in connection with the control, custody, conveyance, distribution or use of such water beyond the point of delivery as defined herein.

Prosecution Team's Subpoena, a copy of which is attached. Please note that needed correction in the Prosecution Team's information in order to accurately reflect Fahey's diversions.

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