

#1

TUD Ditch Committee

Meeting of November 3, 2011

AGENDA SUPPORTING DATA

Review Raw Water Commitment to Tuolumne County Mine Site Property

Background

In 1996 TUD agreed to supply up to 1,500 acre feet of raw water per annum at a rate of 83 miner's inches to the Sonora Mine Company for its operations. In 1997 Tuolumne County became owners of the property. In 2007, the county signed an Application and Agreement for Irrigation Water Service for an 8" raw water meter. The Deputy County Administrator sent a letter stating that this was to assure "continuous use of an allotted amount of ditch water to the County of Tuolumne". There is no allotment specified in this agreement, and it has the standard one year term language. The county has kept this account active by paying \$148.72/month, which is the base service charge for an 8" meter.

The county has also paid \$28.00/month on an account that was previously "Power Water" service. In 2010, the District replaced Power Water service with Supplemental service, which must be applied for annually. There has been no renewal of this application or requests for service since 1996, and it should be closed.



## County Administrator's Office

Craig L. Pedro  
County Administrator

Tuolumne County Administration Center  
2 South Green Street  
Sonora, CA 95370  
Phone (209) 533-5511  
Fax (209) 533-5510  
[www.tuolumnecounty.ca.gov](http://www.tuolumnecounty.ca.gov)

March 13, 2007

Mr. Joseph Whitmer  
Tuolumne Utilities District  
P.O. Box 3728  
Sonora, CA 95370

Dear Joe:

Accompanying this memo is a signed contract that assures continuous use of an allotted amount of ditch water to the County of Tuolumne. When the County acquired the former Jamestown Mine in 1996, it also received an annual allotment of ditch water. While the County has not used this water allotment to date, it may do so in future years.

After speaking with you this morning, it is the County's and Tuolumne Utilities District's understanding that the water agreement accompanying this memo will automatically renew each year until such time that it is cancelled by the County.

It is a pleasure working with you as a fellow provider of services to County residents. Should you have any questions about the above statements, please give me a call at 533-5511.

Sincerely

DANIEL M. RICHARDSON  
Deputy County Administrator

Mine I-207

# TUOLUMNE UTILITIES DISTRICT

Account # 13485

Ditch: Montezuma

## APPLICATION AND AGREEMENT FOR IRRIGATION WATER SERVICE

Service Type: Industrial

Contract Size: 8" Gallon

Facilities Manager - Tuolumne County, hereinafter called "Applicant", has requested TUOLUMNE UTILITIES DISTRICT, hereinafter called "District", to sell and deliver to Applicant from the District's Tuolumne Ditch System untreated, non-potable water for irrigation purposes only at the rate of flow or fixed quantity described herein, for use on a \_\_\_ acre parcel that is Tuolumne County Assessor's Parcel No. ~~58-040-43~~, being located at Sonora Mine (service address).  
58-200-33

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

- Subject to Water Rules and Regulations.** All deliveries of water hereunder will be made in accordance with District's Water Rules and Regulations applicable to such service, it being agreed, however, that nothing will prevent District from restricting or apportioning deliveries hereunder in the case of insufficient water supply.
- Charges.** Applicant shall pay the District monthly for untreated water at the rate and charges set forth in Exhibit B of the District's Rules and Regulations as revised from time to time by the District's Board of Directors.
- Untreated Water, Indemnification.** 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, washing, or bathing. If Applicant is using the untreated water for domestic uses in the home and has no other source of water, the State and Federal law mandates that these customers must purchase bottled water from one of the TUD approved suppliers. 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 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.
- Delivery.** Deliveries of water hereunder shall be made at the point where Applicant's water conduit contacts a District facility and flow 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 other 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. Applicant's failure to operate and maintain the same in a reasonable manner acceptable to the District shall be cause for discontinuance of service. There shall be no service to other parcels without a written District contract.
- Change or Discontinuance of Service, Outages.** District shall have the right to temporarily discontinue or modify water deliveries hereunder in order to perform necessary maintenance, repairs or improvements to the ditch system or associated facilities. It is not uncommon for these outages to last seven or more consecutive days. The District advises applicant to install facilities for adequate storage of a minimum fourteen (14) day water supply. 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.
- Non-Payment.** In the event of non-payment of water charges or violation of District Water Rules and Regulations, District may discontinue the delivery of water, and may additionally record a claim of lien upon the property to which water is provided.
- Term.** The term of this agreement shall be for one (1) year from and after the date hereof and thereafter from year to year; provided, however, either party shall have the right to terminate this agreement by giving the other party thirty (30) days written notice. Power or Surplus water contracts shall be executed annually in writing.

Executed this 14<sup>th</sup> day of March, 2007.

**Applicant:**  
Signature: \_\_\_\_\_  
Mailing Address: 2 South Green Street  
Sonora, CA 95370

**Tuolumne Utilities District:**  
\_\_\_\_\_  
Peter J. Kampa, General Manager

Phone:

TUOLUMNE UTILITIES DISTRICT  
APPLICATION AND AGREEMENT  
FOR UNTREATED WATER SERVICE  
FROM DITCH SYSTEM

Acct. # \_\_\_\_\_

Sonora Mining Corporation/Jamestown Mine, hereinafter called "Applicant", has requested Tuolumne Utilities District, hereinafter called "District", to sell and deliver to Applicant from District's Montezuma Canal, untreated water for use by Applicant on Applicant's premises at Service Connection No. I-207, County of Tuolumne, State of California.

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

1. All deliveries of water hereunder shall be made in accordance with District's Rules and Regulations legally established from time to time.
2. Applicant hereby acknowledges notification that all water supplied hereunder is untreated water from open ditches, canals and conduits and is not intended nor offered for domestic use and that District does not represent nor guarantee that any water delivered hereunder is potable or of a quality suitable for human consumption.
3. Deliveries of water hereunder shall be made at the point where water conduit owned, leased or under license by Applicant contacts District's facility and measurements shall be made as near thereto as practicable. All necessary works for the diversion of water from said facility and measuring devices shall be installed, owned, maintained and operated by District. The cost of all labor and materials including measuring devices for the diversion of water from said facility shall be born by the Applicant. All conduits necessary for receiving and conveying water from said point of delivery to Applicant's point of use shall be provided by Applicant and Applicant shall be responsible for the maintenance and operation thereof. Failure to properly operate and maintain shall be cause for discontinuing of service. For the convenience of the parties hereto, District shall have the right to install necessary measuring devices in Applicant's conduit at the cost of Applicant and at a point other than point of delivery.
4. Applicant shall pay District monthly for untreated service hereunder at office upon presentation of a bill therefor at the rates and charges applicable thereto from time to time set forth in District's Water System Rates, paragraph C, General Metered Service - Untreated Water. A copy of the current rates presently applicable to said service are attached. Monthly minimum charges for said service shall be those applicable to the service.
5. District shall exercise reasonable care and diligence to furnish water service to Applicant hereunder, but shall not be liable for any damage resulting from curtailment, interruption or apportionment of said service occasioned by necessary repairs or maintenance of District's water conduit system, threatened or actual water shortage or other causes beyond District's control.

6. The term of this agreement shall be for one (1) year from and after the date hereof and thereafter from year to year; provided, however, either party shall have the right to terminate this agreement at the expiration of either the initial year hereof or any subsequent contractual year by giving the other party thirty (30) days' written notice prior to the expiration of any such year of a desire for such termination.

### ADDENDUM TO AGREEMENT

The District has elected in signing this Agreement to wave certain portions of items 5 and 6 of the August 23, 1994 **Agreement for Acceptance of New Melones Water Supply/Hydroelectric Project**. Specifically the District will herein wave the requirement of having an agreement with the USBR for a water supply from New Melones Reservoir before any portion of the 1,500 acre feet of raw water would be available for SMC's use as set forth in the above referenced Agreement. The District shall continue seeking a USBR agreement for New Melones Water.

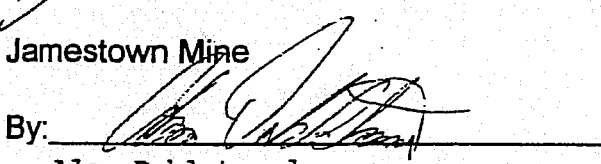
By execution of this **Application and Agreement for Untreated Water Service from Ditch System**, it is understood and agreed that the existing SMC raw water account # 2078-0 with TUD is herein terminated and replaced by this action.

Executed this 13th day of February, 1996.

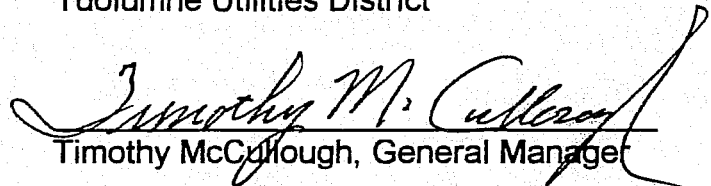
APPLICANT  
Sonora Mining Corporation

By:   
Carolyn V. Clark

Jamestown Mine

By:   
Alan Dahlstrand

Tuolumne Utilities District

  
Timothy McCullough, General Manager

Address:  
P.O. Box 1418  
Jamestown, CA 95327