



### AGRICULTURAL RAW WATER APPLICATION

*Please type or print clearly and be sure to sign and date at the bottom of page.*

**SECTION A: OWNER/BUSINESS INFORMATION TO BE COMPLETED BY APPLICANT**

1. Property Owner Name: \_\_\_\_\_ Date Service Desired: \_\_\_\_\_
2. Business Owner/Agent Name: \_\_\_\_\_
3. Business Name: \_\_\_\_\_ Type of Business: \_\_\_\_\_
3. Tax ID#: \_\_\_\_\_ CA Seller's Permit #: \_\_\_\_\_ OID: \_\_\_\_\_
4. Other permits, licenses and certificates: \_\_\_\_\_
5. Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
6. Service Address: \_\_\_\_\_ City \_\_\_\_\_
7. Phone / Home: \_\_\_\_\_ Work / Cell: \_\_\_\_\_
8. Tuolumne County Assessor's Parcel Nos.: \_\_\_\_\_
9. Name Appearing on Assessor's Tax Bill: \_\_\_\_\_
10. Is this property currently provided treated water by TUD or other entity? \_\_\_\_\_
11. Is there currently a backflow device connected to the potable water source on this property? \_\_\_\_\_
12. Are there any other sources of water on this parcel? (well, pond, spring)  No  Yes (explain) \_\_\_\_\_

**SECTION B: PROPERTY LAND USE INFORMATION TO BE COMPLETED BY APPLICANT**

13. Current Zoning Designation: \_\_\_\_\_ Current General Plan Designation: \_\_\_\_\_
14. Williamson Act Contract Number: \_\_\_\_\_ Resolution Number: \_\_\_\_\_
15. Tuolumne County Land Conservation Contract Number: \_\_\_\_\_

**SECTION C: AGRICULTURAL USE INFORMATION TO BE COMPLETED BY APPLICANT**

16. Total Property Acreage: \_\_\_\_\_ Total Acreage to be Irrigated: \_\_\_\_\_
17. Is raw water requested for an existing business?  Yes  No
18. If business is proposed, what is the estimated project completion date? \_\_\_\_\_
19. Existing agricultural uses on property: \_\_\_\_\_  
\_\_\_\_\_
20. Proposed agricultural uses on property: \_\_\_\_\_  
\_\_\_\_\_
21. Estimated Annual Demand for Water: \_\_\_\_\_
22. Is a water usage estimate included with this application?  Yes  No
23. Is an agricultural production management plan included with this application?  Yes  No

***Please contact T.U.D. to determine fees***

**SECTION D: TERMS AND AGREEMENTS**

**Subject to Water Rules and Regulations.** All deliveries of water hereunder will be made in accordance with the then current District Water Rules and Regulations, it being agreed, however, that nothing will prevent the District from restricting or apportioning deliveries in the case of insufficient water supply, which determination shall be made at the sole discretion of the District. The Property Owner shall in all cases be liable for all charges of providing raw water to the property. Applicant shall pay the District monthly for raw water at the rate and charges set forth in the then current District Water Rules and Regulations.

**Non-Liability of District.** The District is not and will not, be liable for any loss, damage, or inconvenience to any person, or entity howsoever defined, by reason of shortage, insufficiency, suspension, discontinuance, increase, decrease or fluctuation of water supply, pressure or flow including those due to power outages.

**Delivery.** 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 effected by a meter approved by the District. 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, or otherwise related to the diversion of water, from said District facility shall be paid by Applicant by either advance deposit or promptly upon being billed by District. The method of payment shall be defined at the sole discretion of the District. All conduits necessary for receiving and conveying water from said point of measurement 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 shall be allowed or otherwise made without an advance written agreement with the District. Applicant's failure to operate and maintain the same shall be cause for discontinuance of water service.

**Change or Discontinuance of Service, 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, or based upon the needs of the District or availability of water which availability determination shall be made at the sole discretion of the District. Outages may last for seven or more consecutive days, and applicant is advised to install facilities for adequate storage of a minimum fourteen-day water supply., although shortages of water supply may last longer than (14) fourteen days, the duration of which shall be determined at the sole discretion of the District. 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 any other cause as determined by the District or any competent jurisdiction having authority to order the curtailment of water, no liability shall accrue to the District, or its officers, employees, or agents for any damage arising or resulting therefrom.

**Non-Payment.** In the event of non-payment of water charges or for any other violation of any provision of the District Water Rules and Regulations, the District may discontinue the delivery of water, and may additionally record a claim of a lien on the property to which water is provided.

**Untreated Water Indemnification.** Applicant hereby acknowledges that all water supplied hereunder is untreated water from the District's open ditches, canals and conduits, however constructed, the water from which is completely unfit for human consumption. Water provided hereunder is not intended nor in any way is offered, and shall not be used for, residential or domestic uses including, but not limited to drinking, cooking, bathing or body contact of any means whatsoever. Any use of raw water provided under this Agreement that is inconsistent with District's water rules and regulations, or by federal or state government regulation, unless otherwise authorized in writing by the California State Department of Health Services; the Tuolumne County Environmental Health Department, and then specifically approved by District, 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 authorized or unauthorized use of such water.

**Water for Agricultural Purposes only.** I understand that it is my sole responsibility as the party obtaining District raw water service to ensure that all the activities, uses, and construction on this and associated parcel(s) are in compliance with the provisions of District's Water Rules and Regulations, as such may be amended from time to time. I agree to seek approval of the District, in writing, of any uses of District raw water that are inconsistent with the provisions of the District's Water Rules and Regulations..

**Subject to Income Verification.** I understand that District, its officials, employees, or consultants, or agents, may from time to time request an agricultural management plan, financial statements, tax documents, or other bonafide document to verify, on at least an annual basis, that a viable agricultural business, as represented in this application, is operating on the property for which I am applying for raw water service and I agree to furnish said documents upon request by the District. Acceptance of the validity of such verification shall be at the sole discretion of the District.

**Subject to Site Inspection.** I understand that District, its officials, employees or agents, are entitled to conduct an annual on-site inspection to verify that the use of the raw water is consistent with the then current Water Rules and Regulations of the District. I understand that if District, its officials, employees or agents, determine that the original use of the water as originally applied for under this application has changed and is no longer consistent with an approved agricultural use, the District may either: terminate service with no refund of previously paid capacity fees; or demand payment of additional capacity fees consistent with what the applicant would otherwise pay which fees shall be calculated at the then current rate for regular raw water service.

## AGREEMENT

I/we hereby certify that the information provided in this application along with supporting documents, are true and correct; and hereby acknowledge and agree to abide by the terms and conditions of this application; including without limitation the Water Rules and Regulations of the District as they may be amended from time to time .

Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Business Owner/Agent (if different from Owner): \_\_\_\_\_ Date: \_\_\_\_\_

Business Owner/Agent (if different from Owner): \_\_\_\_\_ Date: \_\_\_\_\_