

John Snyder's comments on the 5/1/12 agenda item #2, **Please Vote No**

NCSD may incorrectly claim or imply you have an obligation to vote yes to "support the project" because the district signed the settlement.

The district should vote no because:

When the district signed the settlement the agreement was for a \$6 million pipe that was to be paid for by future development within NCSD. The school district had no obligation to cover any capital costs.

The district should vote no because:

In an appearance of conflict of interest when the settlement was signed. The LMUSD was represented by the Law firm of Best, Best and Krieger who also represented the City of Santa Maria who is the major beneficiary financially from the project.

NCSD may incorrectly claim the court ordered the project and this is just about how it will be financed.

If you follow NCSD flawed logic the settlement "requires" the project, the court ordered compliance with the settlement and it's ASAP term. And that makes this just about how the project is financed.

The settlement does not reach to the customers of NCSD, RWC or GSWC. To require them to fund the project there are additional requirements such the need for a 218 vote within NCSD for both assessment costs and rate increase. And within RWC and GSWC, PUC approval to recover rates from customers, which requires a finding of "necessity".

The court does not have the power to override proposition 218 or the PUC.

For this project to go forward there are two Prop 218 votes that must take place

One vote for the property tax assessment

And a second 218 vote for the rate increase required to pay for the water, or the project and the water if the first vote fails.

For this project to go forward there also needs to be PUC approval to transfer costs from Golden State Water the Company and Rural Water the Company to their customers, most of which are not part of the lawsuit and not under the courts jurisdiction.

In fact, with out the 218 approvals of funding, the project is not possible, and if you believe the settlement is a court order, if the project is not possible then the "court order" would be to make the Stipulation "invalid", key sections "Null and void"

Settlement page 22 line 16: The enforcement of the provisions of Paragraph VI(D) below is conditioned upon the full implementation of the Nipomo Supplemental Water Project, including the Yearly use of at least 2,500 acre-feet of Nipomo Supplemental Water (subject to the provisions of Paragraph VI(A)(2) above) within the NMMA.

Settlement page 22 line 25: In the event that it becomes apparent that the Nipomo Supplemental Water will not be fully capable of being delivered, any Stipulating Party may apply to the Court, pursuant to a noticed motion, for appropriate modifications to this portion of the Stipulation and the judgment entered based upon the terms and conditions of this Stipulation, including declaring this Paragraph VI to be null and void, and of no legal or binding effect.

In Fact, with out PUC approval of the transfer of costs from the corporate entity to the customers the “court order” would be to make the Stipulation “invalid”

Settlement page 32 line 12: “If the PUC fails to approve SCWC's and RWC's participation or fails to provide approval of the necessary rate adjustments so that SCWC and RWC may meet their respective financial obligations, including the participation in Developed Water projects, Monitoring Programs, TMA and as otherwise provided in this Stipulation, shall render the entirety of the Stipulation and those terms of any judgment based on this Stipulation invalid, void and unenforceable, ...”

NCSD is misleading people about the full cost of the project by not providing costs for the water that will be in the pipe for all 4 areas.

The LMSC should vote no until all the agreements are provided:

The reason the costs can not be provided by NCSD for review is that key agreements between NCSD and the other three water providers are still being negotiated the current status is confidential and the effect on rates can not be provided.

How ever estimates by other show NCSD rates will go up considerably.

The School should not be paying for a project that subsidizes the City of Santa Maria General fund for police, fire protection and other uses.

See: http://www.nonewwiptax.com/Pages/Half_Truth_9.html

Santa Maria's 1/5/10 presentation:

SM staff, “The agreement to sell water to Nipomo, The funds derived from that will, in the worst case scenario will pay for delivery of water to Nipomo. **In the best case scenario there will be money for the city to use as they choose.** 95% of the case or better there will be more money for the city then there was before, so it's a benefit”

Mayor Lavanino, “Of course the counsel that sits at the time those monies are brought in the city of Santa Maria will make the decision on how those monies are allocated.”

Hilda Zacarias, “So whether additional police officers, or additional services or that we are able to spend money in our utility departments for infrastructure any of those dollars that come back in go for that.”

See more details on the following issues in the attached pages:

The vote is rigged in favor of future development.

Within the NCSD area, undeveloped parcels pay for 25% but have 35% of the vote.

The undeveloped portion of Woodlands has 12.7% of the overall vote

NCSD's analysis water levels, does not meet the scientific standards I was taught in high school level:

The NCSD claim of water level decline uses fabricated data.

The NCSD chart is based on deceptive selection of the last 10 years of data.

The 35 years of data show levels that match changes in rainfall.

NCSD's analysis water level analysis does not meet the standards I was taught in high school level

NCSD's claim that the water table has fallen in the last year is not supported by the public record.

The data in the NCSD chart for water levels in 2011 can not be verified.

Actual data in the public record from NCSD shows the water levels are up for 2011.

NCSD claims the project will be a reliable source but the County of Santa Barbara lists the Santa Maria Valley groundwater basin as overdrafted.

| | | |
|---|--|-------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Eric L. Garner, Esq. Best Best & Krieger 3750 University Avenue Riverside, CA 92502 ATTORNEY FOR (Name) Lucia Mar Unified School District | TELEPHONE NO. (909) 686-1450 | FOR COURT USE ONLY |
| Superior Court of the State of California, Santa Clara County 191 No. First Street, San Jose, CA 95113 | | |
| Santa Maria Valley Water Groundwater Litigation | | |
| APPEARANCE FORM | | CASE NUMBER: CV 770214 |

VERY IMPORTANT -PLEASE READ THE FOLLOWING BEFORE ANSWERING QUESTIONNAIRE

Because of your potential interest in certain water rights, you are being sued, and,have been named as a cross-defendant by the following cross-complainant(s): Southern California Water District, and Rural Water Company

This lawsuit (along with several related lawsuits) is called *Santa Maria Valley Water Conservation District v. City of Santa Maria et al.*, Lead Case No. CV770214. The party suing you has been ordered by the Court to provide you with this "Appearance Form", which is designed to greatly reduce the burden and inconvenience which this case may otherwise cause you. Your cooperation will facilitate the progress of this case and minimize the cost to you.

As a named cross-defendant, you must submit a proper response to the Court, or the Court may enter a default judgment against you (i.e., your rights may be determined, despite your failure to respond to this lawsuit). A default judgment may be entered against you if this Appearance Form is not completed and submitted to the Court within the time limit for filing a responsive pleading, as specified on the accompanying Summons. A pre-addressed envelope has been provided for your convenience.

The second page of this Appearance Form sets forth several options and requires you to indicate how you intend to respond to this litigation. Some of the choices from which you will be asked to select include the following: (1) retaining an attorney to represent you in this case; (2) representing yourself but "piggy-backing" on the denials and defenses of all other parties named as cross-defendants in the same cross-complaint(s) which name you as a cross-defendant; (3) representing yourself without "piggy-backing" on any prior submissions or; (4) explicitly electing to not appear in person and to not be represented by an attorney (in which case default judgment may be entered against you).

Should you wish to be represented by an attorney in this matter, a convenient modified list of the parties and their attorneys is attached to this form. These parties are grouped generally according to whether they are landowners, public entities, or private companies. This list is provided only for your convenience -if you choose to be represented by an attorney you may choose among any of the attorneys on the list, or you may choose an attorney that does not appear on the list.

Please note: If you chose to be represented by Wayne Lemieux, Anthony Varni or Robert Dougherty, you will become postured identically to the other litigants represented by these attorneys. Specifically, in addition to denials and defenses, claims to ownership of storage space and parcel specific quiet title relief are being asserted by clients of the aforementioned attorneys.

1. Please indicate how you will be represented. Although you may have any attorney you choose, attached for your convenience is the Court's master service list (also available on the Court's web site at www.ScCotmDjex.org) which identifies those attorneys already representing parties in this matter.

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I will be personally appearing in this litigation and intend to represent myself without the assistance of an attorney. Eric L. Garner, Esq.
Best Best & Krieger

..! 3750 University Avenue

I am retaining the following attorney to represent me: Riverside, CA 92502

---(909) 686-1450

(Please provide attorney name, address and telephone number.)

2. Please indicate how you are answering/appearing by checking ALL applicable boxes, below. Redundancy is okay (though not necessary), but please **only** check the boxes next to statements which are accurate for you:

c c c c

X

<http://www.sccomplex.org/docfiles/CAA22C431E76.pdf>

X

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I am filing my own answer which is attached.

I am filing my own answer **and** cross-complaint which are attached.

I am filing a demurrer and/or motion to strike which is attached.

I am filing a motion to quash which is attached.

I understand that prior answers to the above-referenced cross-complaint(s) have been filed in this case. I hereby adopt the answer(s) to the above-referenced cross-complaint(s) as if they were mine.

I hereby generally deny all allegations made against me.

I will not be personally appearing in this litigation and I will not be represented by an attorney. I understand that a default judgment may be entered against me and that I will be barred from making any claims or defenses, will not be allowed to present any evidence and may not receive the same result as landowners who do appear in this litigation. I will be bound by any judgment entered in this litigation. Other:

3. Please indicate how you will accept future service of notices and court documents. The court requires that all parties who are able must opt for electronic mail ("e-mail") service. Note: By agreeing to electronic service you will not be required to pay a first appearance fee. (If you opt for e-mail service, when a document is filed with the Court you will receive an e-mail directing you to the web site where you can access the document. The web site is at: www.sccomple.x.org)

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I agree to accept electronic service. The e-mail address to contact me or my attorney, if represented, is: ELGarner@bbklaw.com . www.sccomplex.org/home/index.htm I must acknowledge the notices as instructed within 24 hours. Duplicate notices may occasionally be faxed. My fax number is (909)686-3083 (required). If e-mailed notices are not timely acknowledged more than 3 times, a first appearance fee may be charged, and I may be required to appear in court.

I am not able to receive service by e-mail. I understand I will have to pay a first appearance fee in this case. I elect to receive service by one of the following methods:

By FAX, my fax number is () :

By regular mail. My address is listed in the box at the top of this form.

Date: September 5, 2003

_____(TYPE OR PRINT NAME)

_____(TYPE OR PRINT NAME)

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**The vote is rigged in favor of future development.
 Within the NCSD area, undeveloped parcels pay for 25% but have 35% of the vote.
 The undeveloped portion of Woodlands has 12.7% of the overall vote**

| | | | |
|--------------|--|--|--|
| \$30,000,000 | Costs Covered by Grant, \$2,300,000 | | |
| \$25,000,000 | NCSD Developed parcels covered by reserves with no vote, \$6,000,000 | 52.7% of costs paid by NCSD Developed parcels. Covered 21.8% by reserves with no vote | |
| \$20,000,000 | NCSD Developed parcels covered by assessment, \$8,481,892 | and 30.9% by assessment with a vote | 39.5% of vote held by NCSD Developed parcels covered by assessment |
| \$15,000,000 | | | |
| \$10,000,000 | NCSD Undeveloped parcels covered by assesement, \$4,704,422 | 17.1% of costs paid by NCSD Undeveloped parcels covered by assesement all with a vote | 21.9% of vote held by NCSD Undeveloped parcels covered by assesement |
| \$5,000,000 | GSWC D & U parcels covered by assessment, \$2,086,047 | 7.6% of costs paid by GSWC D & U parcels covered by assessment | 9.7% of vote held by GSWC D & U parcels covered by assessment |
| | RWC D & U parcels covered by assessment, \$2,086,047 | 7.6% of costs paid by RWC D & U parcels covered by assessment | 9.7% of vote held by RWC D & U parcels covered by assessment |
| | WMWC Developed parcels covered by assesement, \$1,384,766 | 5.0% of costs paid by WMWC Developed parcels covered by assesement | 6.5% of vote held by WMWC Developed parcels covered by assesement |
| \$0 | WMWC Undeveloped parcels covered by assesement, \$2,720,140 | 9.9% of costs paid by WMWC Undeveloped parcels covered by assesement | 12.7% of vote held by WMWC Undeveloped parcels covered by assesement |
| | \$29,763,314 Total Pipe Cost | % of Costs | % of Vote |

http://www.nonewwiptax.com/Pages/Vote_vs_Cost.html for copy of data & Calculations

NCSD Half Truth #12: “water levels beneath the Nipomo Mesa have fallen significantly”

The NCSD's makes the false claim that over pumping has caused a 10 year decline in water levels and current customers need to pay for the majority of the planed Water Intertie Pipe line and water.

NCSD presented what they claim is the pumping on the Nipomo Mesa which was based on the Nipomo Mesa Management Area Technical Group (NMMA TG) report, 2009 Page 39:

Then on 11/09/11 NCSD showed a slide with a partial image that has only the last 10 years of an "average water levels in Key Wells".

Then NCSD then incorrectly implies that the falling water table is caused by the increased pumping.

The NCSD mistakes:

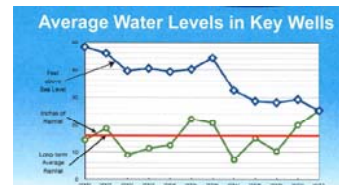
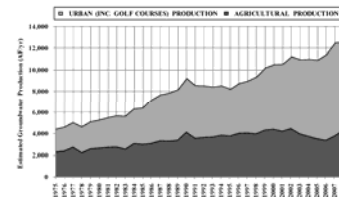
Here is NCSD's chart with the only the 10 years of data in blue behind the actual chart.

First NCSD has misrepresented the "average water levels in Key wells" by only showing the last 10 years. The period that starts with the highest amount accumulated above average rainfall and ends in a accumulated rainfall that is about average.

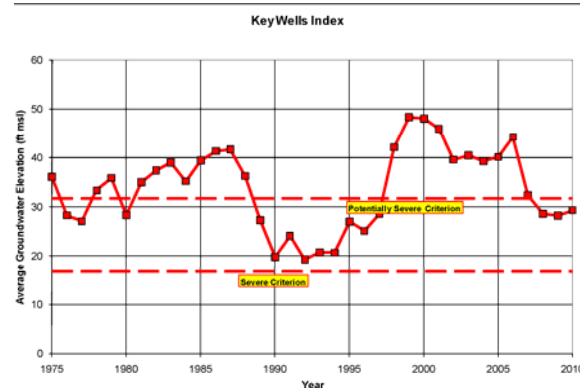
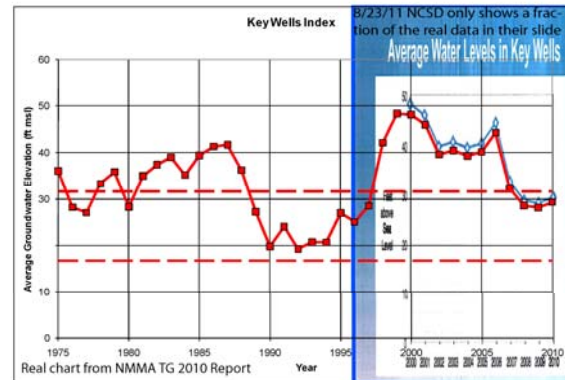
The real source of the data is the Nipomo Mesa Management Area Technical Group (NMMA TG) report, 2010 Page 56 and it shows the last 35 years of data with the normal rise and fall of the water table with rain fall.

Note how NCSD only shows the declining portion to conceal the true nature of the groundwater as it changes with rainfall.

If correct study was done they would have to look at the relationship between the water table level and the accumulated amount of rainfall over the long term.



The Key Well Index dropped 40% between 2000 and 2008. . .
...and it is still dropping after two years of above average rain.



The proper rainfall data to compare the water level and rainfall relationship is measured as the cumulative departure from mean rainfall. Such as the 2010 NMMA TG report page 26, chart of Cumulative Departure from the Mean Rainfall Nipomo CDF (151.1). This is the California Fire Department (CDF) rain gage (151) located just north of the McDonalds at Tefft and 101.

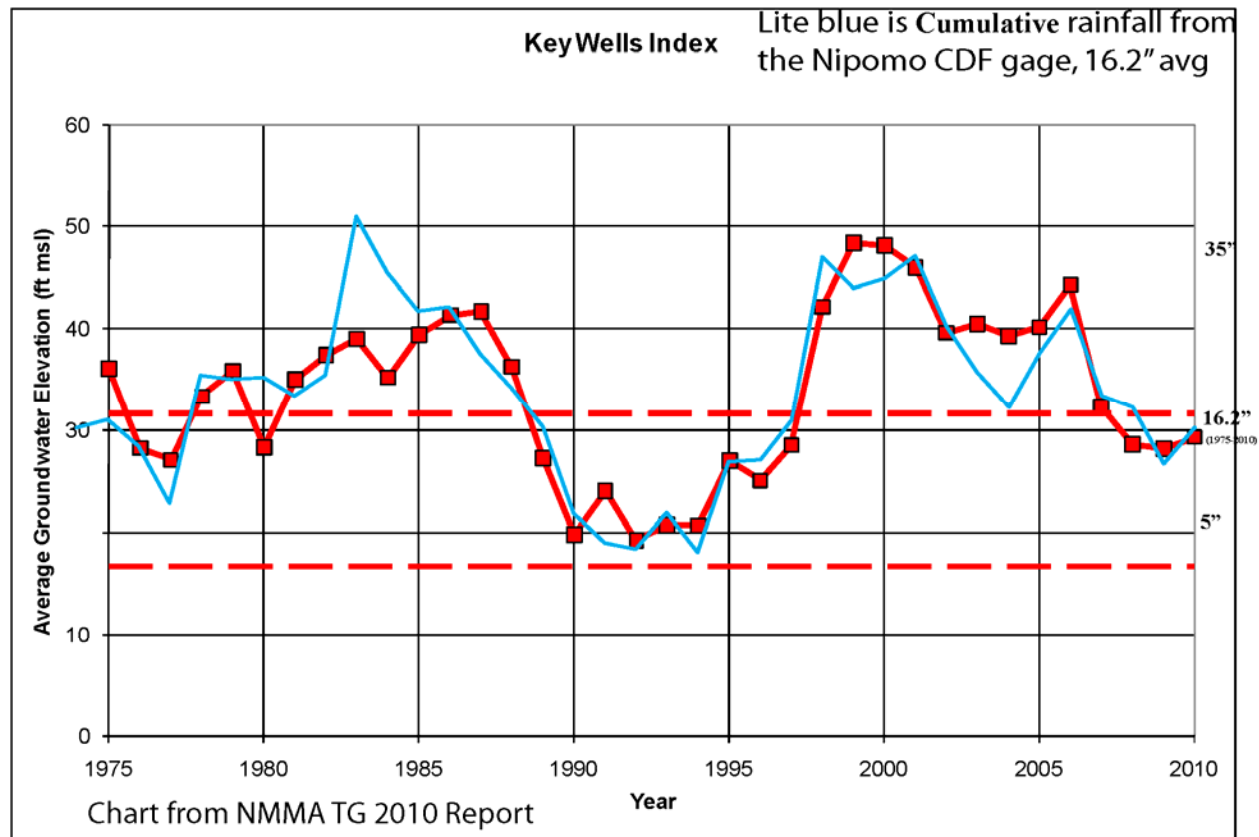
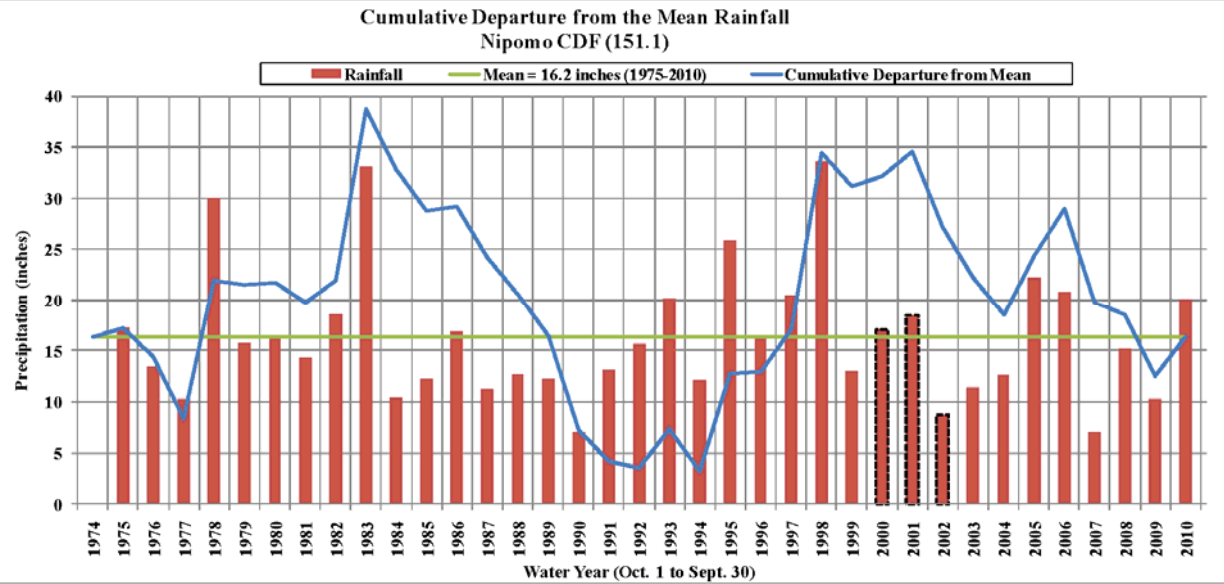
The chart on the right is the 2010 NMMA TG report chart from page 56 with the key well index for the last 35 years and the 2010 NMMA TG report chart from page 26 of the California Fire Department (CDF) rain gage (151) blue line of the Cumulative Departure from Mean rainfall on top with the years lined up.

The water table is proportional to rain fall that has accumulated over the past 35 years. It does not show a decline because of over pumping. Given the nature of the measurements it is almost an exact match.

It's clear that the water table is exactly where it should be for the amount of rain we have had over the last 35 years.

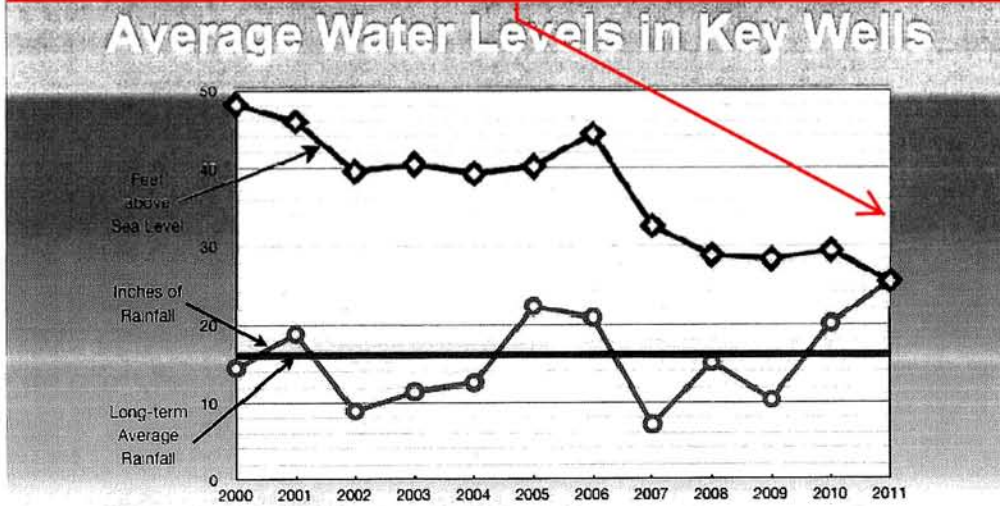
The NCSD's claim of a 10 year fall in the water table is all a a result of the below average rainfall for the same 10 years.

www.NoNewWipTax.com



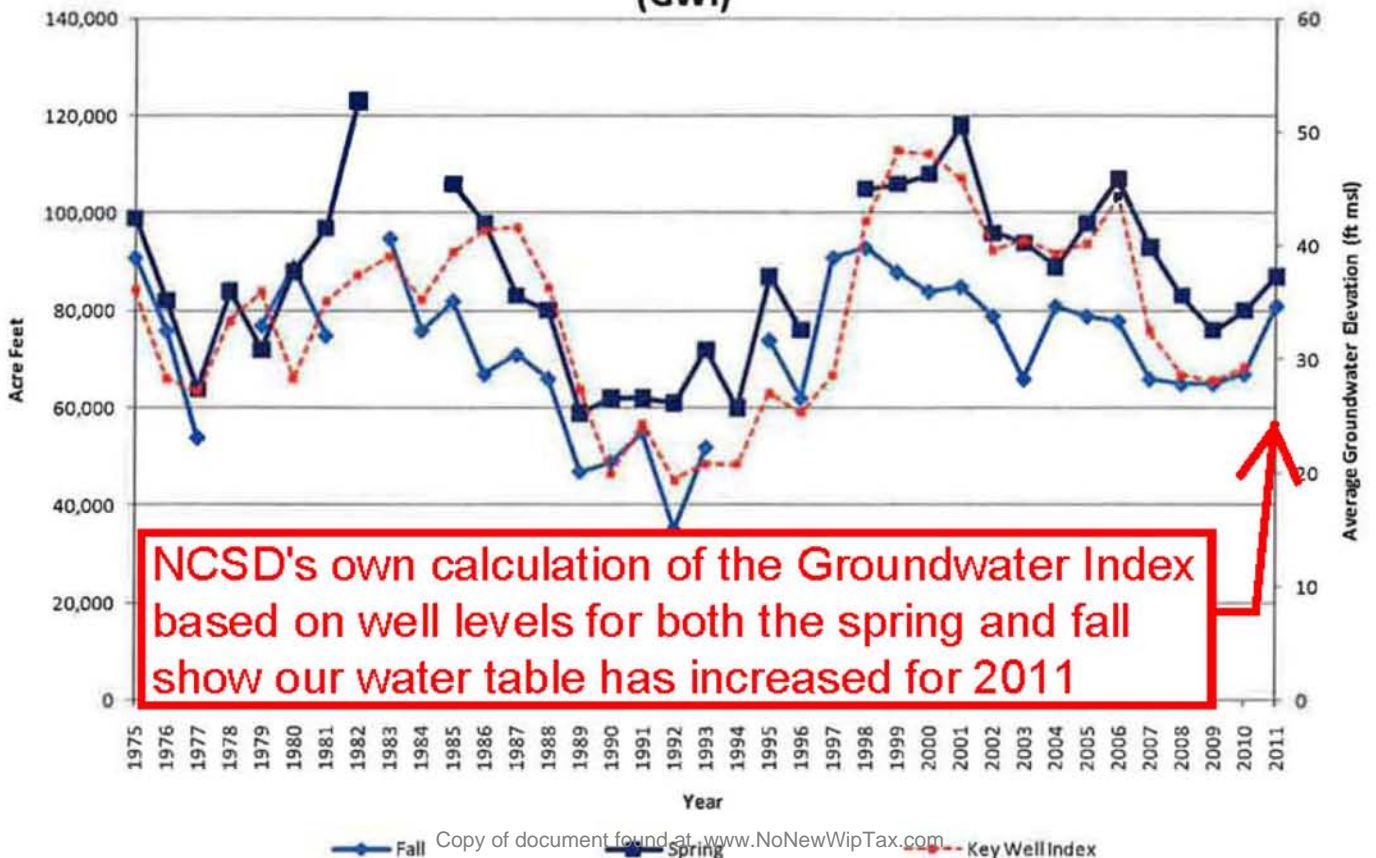
NCS D's claim that the water table has fallen in the last year is not supported by the public record. The data in the NCS D chart for water levels in 2011 can not be verified. Actual data in the public record from NCS D shows the water levels are up for 2011.

NCS D's claim of the key wells falling for 2011 can not be verified because there is no public record of the water levels or the calculation used. The trend is in direct conflict with NCS D's own data in the public record that shows the water levels have increased.



The Key Well Index dropped 40% between 2000 and 2008. . .
 ...and it is still dropping after two years of above average rain.

Spring and Fall Groundwater Index (GWI)



NCS D's own calculation of the Groundwater Index based on well levels for both the spring and fall show our water table has increased for 2011

NCS D claims the project will be a reliable source but the County of Santa Barbara lists the Santa Maria Valley groundwater basin as overdrafted.

05/01/2012 Santa Barbara County 2011 Groundwater report, appendix C2:

| Basin | Size | Estimated basin SAFE YIELD | | Estimated Net Demand on Groundwater (AFY) | Surplus (Overdraft) (AFY) | Available Water in Storage (AF) | Land Use Summary |
|-------------|-----------------------------------|---|-----------------------------------|--|---------------------------|---------------------------------|---|
| | | For Gross Pumpage (Perennial Yield) (AFY) | For Net Pumpage (Net Yield) (AFY) | | | | |
| San Antonio | 70,400 acres | 20,000 | 15,000 | 24,540 | (9,540) | 800,000 | One town; extensive agriculture; some petroleum; VAFB |
| Santa Maria | 110,000 acres (80,000 within SBC) | 125,000 | 80,000 | 100,000 (87,500 with City of Santa Maria reduction in pumpage due to SWP supply) | (2,368) | 1,100,000 | Two cities; extensive unincorporated urban area (SBC); extensive irrigated agriculture; petroleum |
| Cuyama | 441,600 acres (81,280 within SBC) | 10,667 | 8,000 | 36,525 | (28,525) | 1,500,000 | Extensive agriculture; some petroleum; very low population density |