State Water Resources Control Board
Division of Water Rights
Response to Order 2015-0028-DWR
In the Matter of Unauthorized Diversion by:
G. SCOTT FAHEY AND SUGAR PINE SPRING WATER LP

RESPONSE TO INFORMATION REQUEST 2(B)

<u>Request 2(B)</u>: Fahey shall provide the following information for water diversions that are conducted under any basis of right at facilities covered by **Permits 20784** and **21289**:

- Documentation of compliance with bypass amounts as required by Permit 21289;
- Documentation of purchases and use of replacement water required by Permits 20784 and 21289;
- A copy of the most recent Exchange Agreement between Fahey and the Turlock and Modesto Irrigation Districts and/or City and County of San Francisco; and
- Copies of all invoices for water sold from the diversions covered by **Permits 20784** and **21289** beginning May 2014 through the date of the Order (September 1, 2015).
- Filing the Response:

RESPONSE TO INFORMATION REQUEST 2(B)

Compliance with Bypass Flow Amounts Under Permit 21289

State Water Resources Control Board
Division of Water Rights
Response to Order 2015-0028-DWR
In the Matter of Unauthorized Diversion by:

G. SCOTT FAHEY AND SUGAR PINE SPRING WATER LP

RESPONSE TO INFORMATION REQUEST 2(B)(1)

By-Pass Flows: Deadwood, Sugar Pine, Marco & Polo Springs

CFS = Cubic feet per second GPM = Gallons per minute

Month/Year	Total Flow	Diverted Flow	By-Passed Flow	Percent (%) By-Pass Flow
May 2014	CFS = .096 GPM = 43.1	CFS = .054 GPM = 24.1	CFS = .042 GPM = 19.0	44%
June 2014	CFS = .085 GPM = 37.9	CFS = .066 GPM = 29.7	CFS = .018 GPM = 8.2	22%
July 2014	CFS = .087 GPM = 39.1	CFS = .069 GPM = 30.9	CFS = .018 GPM = 8.2	21%
	GFWI - 55.1	GFIVI - 50.5	Grivi - 6.2	

August 2014	CFS = .079	CFS = .055	CFS = .024	210/	
	GPM = 35.5	GPM = 24.6	GPM = 10.9	31%	
September 2014	CFS = .073	CFS = .054	CFS = .019	200/	
	GPM = 32.6	GPM = 24.2	GPM = 8.4	26%	
October 2014	CFS = .073	CFS = .058	CFS = .015	240/	
	GPM = 32.8	GPM = 26.1	GPM = 6.7	21%	
April 2015	CFS = .065	CFS = .051	CFS = .014	22%	
	GPM = 29.36	GPM = 22.9	GPM = 6.5	22%	
May 2015	CFS = .067	CFS = .047	CFS = .020	30%	
	GPM = 30.18	GPM = 21.1	GPM = 9.1	30%	
June 2015	CFS = .065	CFS = .050	CFS = .014	22%	
	GPM = 28.97	GPM = 22.5	GPM = 6.5	44 70	
July 2015	CFS = .060	CFS = .051	CFS = .008	14%	
	GPM = 26.71	GPM = 22.9	GPM = 3.8	1470	

August 2015	CFS = .053 GPM = 23.87	CFS = .049 GPM = 21.8	CFS = .005 GPM = 2.1	9%
TOTALS	CFS = .074 GPM = 33.03	CFS = .055 $GPM = 24.8$	CFS = .018 GPM = 8.2	25%

RESPONSE TO INFORMATION REQUEST 2(A)

Documentation of Purchase & Use of Stored Water

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 (a) (208) 345-5170.

Sincerely,

G. Scott Fahe

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-pt. 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. 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 lits 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	A Velo	
Name of Applicant	G. Scott Fahev	
Mailing Address:	2787 Stony Fork W	ay
	Boise, ID 83706	

Revised 4/12/10

Approved by TUD Tuolumne Utilities District

Peter J. Kampa, General Manager

Service Address: Sullivan Creek Spillway

Ct 3825 4127/10

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

Outlet No.: Contract Rate: 41 agre feet

Scheduled Date of Termination: December 31, 2010

TUOLUMNE UTILITIES DISTRICT APPLICATION AND ANNUAL AGREEMENT FOR SUPPLEMENTAL WATER SERVICE

Applicant untreated ("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 Water (Isted 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 1 MID/meter. 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.

other party thirty (30) days written notice, but amounts due for water delivered shall be paid.						
Applicant:	Approved by TUD	Tuolumne Utilities District:				
Deat Bay 5/9/09	6-17-09					
Signature Title Win Right Permilbee	Date	Peter J. Kampa, General Manager				
Name of Applicant: Gr. Scott Fahey	Teleptione:	208 / 345-5170				
Service Address: 20,5 ac. of NW corner	<u> ഒ 092-ഠക-ചെ</u> Mailing Addre	ss: 2787 Stony Fork Way				
Outlet # Sullivan Cre. spillway		Bolse, ID 82706				
Scheduled Date of Termination:	Con	tract Rate: # (asi)				
Acec	24NT# 11683 (DU)	DECEIVED				
	·	MAY 12 2009				
		TUOLUMNE LITTLITIES				

DISTRICT

Page 9

Page 10

Account # Station # Twoeway Daws: uny documents trules I surplus, wirth application for Surplus water 4 2001:

TUOLUMNE UTILITIES DISTRICT APPLICATION AND AGREEMENT FOR SURPLUS WATER SERVICE

, Scott Fishey	, hereinafter called *Appli	cant," has requested TU	OLUMNE UTILITIES DIS	RICT, hereinafter called
strict," to sell to Applica	int, when available, non-potable t	intreated . Surplus Wate	and deliver the same to A	pplicant from the District's
Programs	Ditch, at the rate applicable to	a loces minore-inch,	at a cost per unit delivere	d determined by applying
TAC.FT (Forturens)	_(fee/rate schedule) for use on t	the <u>N/A</u> acre parcel,	, that is Tuolumne County /	ssessor's Parcel Number
M/A and being	located at (service address) 7.0	Mile Part / Cottonwood R	14. telephone # (208) 34	5-5170

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

ie 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.

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 facilit 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 cos 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 thes 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	. 7003
Applicant:	Tuolumne Utilities District:
What they	at let I
Applicant Signature	District Representative
Mailing Address 2787 Stay Fork Way	City Boise State ID Zip 83706

Utility Billing Account History Report

User Name:

LISA W

City Name:

TUOLUMNE UTILITIES DIST

Printed:

01/24/2014 - 2:01:PM

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

TUOLUMNE UTILITIES DISTRICT

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

www.todwater.com

Total Acet Balance:

0.00

Deposits:

0.00

Refunds:

0.00

Owner name:

FAHEY, G SCOTT

Service Address: PHOENIX - SULLIVAN CRK SPILWY

Tran Date	Tran Type	Amount	Description	Wtr	Swr	W Sur	W Pen	W Conn	S Pen	S Conn	S Sur
<u> </u>			Current Balance By Service	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							į.		
05/31/2011	Billing	409,24		409.24					•		
12/29/2010	Payment	-409,24		-409.24					1		
12/01/2010	Payment	-409,24		-409.24					: 1		
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					i		
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					i		
05/27/2010	Billing	409.24		409.24							
05/04/2010	Payment	-60.00		-60.00					(
12/28/2009	Payment	-409.24		-409.24	·/···						

Reference Number: 335

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					1		
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					i		
08/24/2009	Billing	409.24		409,24					1		
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 - 0	99999 - 111683	Read Date	Reading	Co	nsumption		Met	er Status	Active
				06/15/2013	1,781		0		1		
				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		i		
				09/15/2011	1,781		0		į		
				08/15/2011	1,781		0		1		
				07/15/2011	1,781		0		1		
				06/15/2011	1,781		137				
				05/15/2011	1,644		137		:		
				01/15/2011	1,507	•	Ø		1		
				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		i		
				07/15/2010	1,096		137		1		
				06/15/2010	959		137				
				05/15/2010	822		137				
			To start 5/15/10 billing read	04/15/2010	685		0		i		
				01/15/2010	685	i	0		:		
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Customer Number: 111683 000

Reference Number: 335

Route Sequence Serial	335 - 099999 - 111683	Read Date	Reading	Consumption	Meter Status Active
		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	

RESPONSE TO INFORMATION REQUEST 2(B)

Copy of the Most Recent Exchange Agreement with TID/MID/SF

2014 Exchange Letter

SUGAR PINE SPRING WATE 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

Original Exchange Agreement

AGREEMENT

This Agreement, by and between G. Scott Fahey ("Fahey"), an individual, the Turlock Irrigation District ("TID"), a California irrigation district, and the Modesto Irrigation District ("MID"), a California irrigation district, is made with reference to the following:

RECITALS

- A. Fahey has filed an application with the State Water Resources Control Board (SWRCB) to appropriate water from Deadwood and Cottonwood springs which are tributary to the Tuolumne River (Application No. 29977).
- B. Fahey desires to appropriate up to 40,000 gallons per day (44.82 acre-feet per year) year-round from these two springs under the terms and conditions set forth in Application No. 29977.
- C. SWRCB Decision 995 declares that the waters of the Tuolumne River are fully appropriated from July 1 to October 31, and SWRCB Decision 1594 declares that the waters of the Sacramento-San Joaquin Delta are fully appropriated from June 15 to August 31. As a result Fahey is unable to appropriate water from Deadwood and Cottonwood springs from June 15 through October 31 (hereinafter referred to as the "period of unavailability").
- D. Fahey proposes an exchange of water with TID and MID (collectively "the Districts") by pumping into Lake Don Pedro an amount equal to the amount of water appropriated from Deadwood and Cottonwood springs during the June 15 through October 31 period of unavailability (hereinafter referred to as "make-up water").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Fahey shall be entitled to appropriate up to 20,000 gallons per day (22.41 acre-feet per year) from Deadwood Spring and up to 20,000 gallons per day (22.41 acre-feet per year) from Cottonwood Spring according to the terms and conditions in SWRCB Application No. 29977.
- 2. Between the period June 15 and October 31 of any year, Fahey is limited to 17 acre-feet (40,000 gallons per day x 138 days).
- 3. To provide sufficient make-up water during the period of unavailability, Fahey shall pump an equivalent amount of ground water from his well located in the SW ¼ of the NE ¼ of the NE ¼ of Section 8, T3S, R15E,

MDB&M. The water shall be discharged into an unnamed tributary thence into the Roger Creek arm of Lake Don Pedro.

- 4. Fahey may provide make-up water at any time of the year between January 1 and December 31. Fahey may pump more water than is required under this Agreement and build a surplus prior to the period of unavailability; however, no carryover will be allowed to subsequent years.
- 5. It shall be the responsibility of Fahey to pump sufficient make-up water according to this Agreement and to meet the requirements of SWRCB Decisions 995 and 1594. Failure to pump sufficient make-up water in any one calendar year shall be grounds for termination of this Agreement at the sole discretion of the Districts.
- 6. This Agreement shall be incorporated into and made a part of any permit or license granted to Fahey by the SWRCB.
- 7. Reporting Requirements. Fahey shall file semi-annual reports with both TID and MID showing the amount of water diverted monthly from Deadwood and Cottonwood springs and amount of water pumped from Fahey's well and discharged into Lake Don Pedro. Reports are due July 31st (covering the period January 1 through June 30) and January 31st (covering the period July 1 through December 31 of the preceding year).
- 8. Inspection. The Districts shall be allowed reasonable access to Fahey's pump to inspect and test the pump and well and to verify the diversions reported by Fahey. The Districts shall provide at least five days' written notice prior to inspection.
- 9. Water Rights. Fahey shall not accrue any interest in the Districts' water rights by virtue of this Agreement. Nothing contained herein shall be construed as a grant of water rights or an interest in the Districts' water rights.
- 10. Indemnity. Fahey shall defend, indemnify and hold Districts, Districts' directors, officers, representatives, agents and employees, and each of them, harmless from and against any and all expenses, losses, damages, claims or liabilities arising directly or indirectly from any act or omission in the performance of Fahey's obligations under this Agreement, and from and against any and all costs, expenses or liabilities incurred in or in connection with any of such claims or any proceeding brought thereon, except to the extent caused by the negligence or willful misconduct of the Districts.
- 11. Amendment. This Agreement may be amended only by a written instrument duly executed by all the parties.

- Non-Assignment. Fahey shall not assign or transfer any right or interest in this Agreement, in whole or in part, without the prior written consent of both TID and MID. Any such assignment or transfer by Fahey without such consent shall be void.
- 13. Notice. Any notice, request demand or other communication required or permitted hereunder shall be deemed properly given when delivered either by personal delivery in writing, or by first-class mail, postage prepaid, addressed as follows:

G. SCOTT FAHEY 120 North Bryan Oakdale, CA 95361

TURLOCK IRRIGATION DISTRICT Attn: General Manager 333 East Canal Drive P. O. Box 949 Turlock, CA 95381-0949

MODESTO IRRIGATION DISTRICT Attn: Chief Executive Officer 1231 Eleventh Street P. O. Box 4060 Modesto, CA 95352

This agreement is dated this 12 day of December, 1992.

G. SCOTT FAHEY

TURLOCK IRRIGATION DISTRICT

MODESTO IRRIGATION DISTRICT

General Manager

KENNETH H. MCKINNEY

Deputy Chief Executive Officer

RESOLUTION NO. 92-207

RESOLUTION APPROVING AGREEMENT BETWEEN TURLOCK IRRIGATION DISTRICT, MODESTO IRRIGATION DISTRICT, AND G. SCOTT FAHEY

WHEREAS, G. Scott Fahey (Fahey) has filed an application with the State Water Resources Control Board (Board) to appropriate water from Deadwood and Cottonwood springs which are tributary to the Tuolumne River (Application No. 29977); and

WHEREAS, Fahey desires to appropriate up to 40,000 gallons per day (44.82 acrefeet per year) year-round from these two springs under the terms and conditions set forth in Application No. 29977; and

WHEREAS, The Board has declared that the waters of the Tuolumne River are fully appropriated from July 1 to October 31, and the waters of the Sacramento-San Joaquin Delta are fully appropriated from June 15 to August 31. As a result Fahey is unable to appropriate water from Deadwood and Cottonwood springs from June 15 through October 31; and

WHEREAS, Fahey proposes an exchange of water with the District and the Modesto Irrigation District by pumping into Lake Don Pedro an amount equal to the amount of water appropriated from Deadwood and Cottonwood springs from June 15 through October 31.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Turlock Irrigation District as follows:

- 1. The water exchange agreement between the District, Modesto Irrigation District, and Fahey is hereby approved.
- 2. The General Manager is authorized to sign the agreement on behalf of the District.

Moved by Director Short, seconded by Director Berryhill, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes:

Directors Short, Berryhill, Long, Crowell

Noes:

Directors None

Absent:

Director Clauss

The President Pro Tempore declared the resolution adopted.

I, Barbara A. Hetrick, Secretary of the Board of Directors of the TURLOCK IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of the said Board of Directors held the 22nd day of December, 1992.

Secretary of the Board of Directors of the Turlock Irrigation District



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.da.gov



JAN 3 1 2005

In Reply Refer to:331:YM:31491

City and County of San Francisco c/o Donn W. Furman 1390 Market Street, Suite 418 San Francisco, CA 94102

Dear Mr. Furman:

APPLICATION 31491 OF FAHEY, (1) WET MEADOWS SPRINGS TRIBUTARY TO HULL CREEK (2) UNNAMED SPRING (AKA MARCO SPRING) AND (3) UNNAMED SPRING (AKA POLO SPRING) BOTH TRIBUTARY TO UNNAMED STREAM THENCE HULL CREEK IN TUOLUMNE COUNTY

Thank you for your December 16, 2004 letter in which you stated that your protest can be dismissed with inclusion of two terms described in your letter. The applicant confirmed that he has no objection to inclusion of these terms in his November 15, 2004 letter. Accordingly, the following terms, substantially as written, will be included in any permit issued pursuant to Application 31491:

Permittee shall comply with the following provisions which are derived from the City and County of San Francisco (San Francisco) letter dated December 16, 2004 filed with the State Water Resources Control Board:

- (1) Permittee shall not interfere with San Francisco's obligations to Modesto and Turlock Irrigation Districts (Districts) pursuant to the Raker Act and/or any implementing agreement between the Districts and San Francisco.
- (2) Permittee shall provide replacement water to New Don Pedro Reservoir (NDPR) for water diverted under this permit which is adverse to the prior rights of San Francisco and the Districts. A determination of whether permittee's diversion has potentially or actually reduced the water supplies of San Francisco and the Districts will be made by the latter parties in accordance with water accounting procedures being used by said parties.

Permittee shall provide replacement water within one year of notification by San Francisco of potential or actual water supply reduction caused by permittee's diversion. Permittee shall provide replacement water in a manner that will offset the separate reductions in water supplies of San Francisco and the Districts. Replacement water may be provided in advance and credited to future replacement water requirements. Permittee shall not be obligated to provide replacement water for diversions that occur during periods when the Districts' and San Francisco's reservoirs are spilling or are being operated in anticipation of spill.

California Environmental Protection Agency

Permittee's obligations to provide replacement water under this letter agreement shall take into consideration permittee's obligations to provide replacement water under the Water Exchange Agreement executed on December 12, 1992 between Permittee and the Districts. The source, amount and location at NDPR of replacement water discharged into NDPR shall be mutually agreed upon by the permittee, the Districts, and San Francisco, and shall be reported to the State Water Resources Control Board with the annual Progress Report by permittee.

Permittee shall not provide replacement water from a source that is hydraulically connected to surface water tributary to the Tuolumne River. If permittee replaces water diverted pursuant to this permit with groundwater which it extracts, permittee shall demonstrate that any extracted groundwater which replaces diverted surface water is water which would not otherwise reach NDPR. Permittee shall demonstrate that there is hydrologic separation between the groundwater extracted and groundwater flow into NDPR; or, alternatively, permittee shall demonstrate that aquifer characteristics are such that subsurface flow to NDPR is not substantial and that any extraction of groundwater by permittee would have essentially no impact on groundwater recharge via subsurface flow to NDPR.

We believe that the inclusion of the above terms will alleviate your concerns; accordingly, your protest is hereby dismissed.

If you have any questions, please call me at (916) 341-5362.

Sincerely,

Yoko Mooring

Engineering Associate

Water Rights Processing

Yoko Mooring

cc: G. Scott Fahey

2787 Stony Fork Way

Boise, ID 83706

RESPONSE TO INFORMATION REQUEST 2(B)

Copies of All Invoices For Water Sold From Diversions Made at the Permit Point of Diversion from May 2014- September 1, 2015

SUGAR PINE SPRING WATER LP

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

~ INVOICE	~
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	NO. of LOADS 79	GAL./LOAD 6,700
1	05/01/14	159281
2	05/01/14	159284
3	05/01/14	159282
4	05/05/14	179801
5	05/05/14	179803
6	05/05/14	179802
7	05/05/14	148042
8	05/05/14	148043
9	05/05/14	148041
10	05/05/14	164270
11	05/05/14	159285
12	05/05/14	159286
13	05/05/14	159287
14	05/06/14	148045
15	05/06/14	148044

05/07/14	179807
05/07/14	179806
05/07/14	179805
05/07/14	159288
05/07/14	159289
05/07/14	159290
05/06/14	179804
05/08/14	179809
05/08/14	179810
05/08/14	148048
05/08/14	148046
05/08/14	148047
05/08/14	163418
05/08/14	167451
05/09/14	167403
05/09/14	167402
05/09/14	167401
05/12/14	179815
05/12/14	179814
05/12/14	167404
05/12/14	179816
05/13/14	179808
05/13/14	167406
05/13/14	164705
05/14/14	167409
	05/07/14 05/07/14 05/07/14 05/07/14 05/06/14 05/08/14 05/08/14 05/08/14 05/08/14 05/08/14 05/08/14 05/08/14 05/09/14 05/09/14 05/09/14 05/12/14 05/12/14 05/12/14 05/12/14 05/13/14 05/13/14

INVOICE NO. 050614

BILLING PERIOD: May 2014

BILLING DATE: 6/3/14

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

Payment Due on or before: 6/30/14

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION



PO No. 4500??????

TOTAL GALLONS 529,300	\$	\$/LOAD	TOTAL SALES
		TOTAL DUE	\$
41		05/14/14	167408
42		05/14/14	167407
43		05/15/14	167410
44		05/15/14	167411
45		05/19/14	179818
46		05/19/14	167413
47		05/19/14	167412
48		05/22/14	179819
49		05/22/14	179820
50	•	05/22/14	179821
51		05/23/14	164272
52		05/22/14	164271
53		05/22/14	167417
54		05/22/14	167416
55		05/22/14	167415

56	05/23/14	167419
57	05/23/14	167420
58	05/23/14	167418
59	05/23/14	179823
60	05/23/14	179822
61	05/27/14	179825
62	05/27/14	167455
63	05/27/14	179827
64	05/27/14	179826
65	05/27/14	159292
66	05/27/14	159293
67	05/27/14	179824
68	05/27/14	159291
69	05/29/14	159296
70	05/29/14	159295
71	05/28/14	159355
72	05/28/14	159354
73	05/28/14	159353
74	05/29/14	159356
75	05/29/14	159358
76	05/29/14	159357
77	05/29/14	169358
78	05/29/14	169359
79	05/29/14	169360

SUGAR PINE SPRING WATER LP

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

~ INVOICE ~



	NO. of LOADS	GAL./LOAD
	87	6,700
1	06/02/14	163424
2	06/04/14	167426
3	06/04/14	167425
4	06/04/14	167424
5	06/04/14	163425
6	06/05/14	167428
7	06/05/14	167427
8	06/05/14	167429
9	06/05/14	159359
10	06/05/14	159360
11	06/05/14	159361
12	06/05/14	164273
13	06/05/14	164274
14	06/05/14	167458
15	06/05/14	167459
16	06/06/14	164275

17	06/06/14	167460
18	06/07/14	167463
19	06/07/14	167464
20	06/06/14	167431
21	06/06/14	159362
22	06/09/14	179832
23	06/09/14	179831
24	:06/09/14	167433
25	[‡] 06/09/14	167432
26	06/10/14	167436
27	06/10/14	167435
28	06/10/14	167434
29	06/11/14	167437
30	06/11/14	167438
31	06/11/14	159364
32	06/11/14	159365
33	06/13/14	159368
34	06/13/14	167443
35	06/13/14	167444
36	06/12/14	167440
37	06/12/14	167441
38	06/12/14	167442
39	06/12/14	167439
40	06/12/14	159366
41	06/16/14	167466
42	06/16/14	167465
43	06/16/14	159369
44	06/16/14	159370

INVOICE NO. 050714

BILLING PERIOD: June 2014

BILLING DATE: 7/2/14

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

Payment Due on or before: 7/31/14

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

PO No. 4500??????

TOTAL GALLONS 582,900	\$ \$/LOAD	\$ TOTAL SALES
	TOTAL DUE	\$
45	06/16/14	167446
46	06/16/14	167447
47	06/16/14	167445
48	06/16/14	161005
49	06/18/14	167468
50	06/19/14	161205
51	06/19/14	159371
52	06/20/14	159372
53	06/20/14	159373
54	06/20/14	159374
55	06/20/14	161206
56	06/20/14	161208
57	06/20/14	161207
58	06/23/14	161210
59	06/23/14	161209
60	06/23/14	159377

61	06/23/14	159376
62	06/23/14	159375
63	06/23/14	179833
64	06/24/14	161211
65	06/24/14	161212
66	06/24/14	161213
67	06/24/14	159378
68	06/24/14	179834
69	06/24/14	179837
70	06/25/14	159381
71	06/25/14	161215
72	06/26/14	179838
73	06/26/14	179839
74	06/27/14	179840
75	06/27/14	179841
76	06/27/14	161217
77	06/27/14	1,59383
78	06/28/14	161219
79	06/28/14	161218
80	06/28/14	179843
81	06/28/14	179844
82	06/28/14	179845
83	06/28/14	179842
84	06/28/14	161007
85	06/30/14	161222
86	06/30/14	161221
87	06/30/14	161220

SUGAR PINE SPRING WATER LP

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

~ INVOICE ~



	NO. of LOADS	GAL./LOAD
	97	6,700
1	07/01/14	159385
2	07/01/14	161225
3	07/01/14	161224
4	07/01/14	161223
5	07/03/14	164277
6	07/03/14	179850
7	07/03/14	179847
8	07/03/14	179849
9	07/03/14	161228
10	07/03/14	161227
11	07/03/14	161229
12	07/02/14	159387
13	07/11/14	161239
14	07/11/14	161240
15	07/11/14	161241

16	07/11/14	172605
17	07/11/14	172607
18	07/11/14	172606
19	07/10/14	169503
20	07/10/14	161238
21	07/10/14	169505
22	07/10/14	169504
23	07/10/14	172604
24	07/09/14	172601
25	07/09/14	172602
26	07/09/14	169502
27	07/09/14	161236
28	07/09/14	172603
29	07/08/14	161234
30	07/08/14	159395
31	07/08/14	159393
32	07/07/14	161231
33	07/07/14	161232
34	07/07/14	161230
35	07/07/14	159392
36	07/07/14	159391
37	07/07/14	159390
38	07/09/14	167485
39	07/08/14	169501
40	07/08/14	167484
41	07/16/14	169508
42	07/16/14	169507
43	07/15/14	161246
44	07/15/14	169506
45	07/15/14	171552
46	07/14/14	161243
47	07/14/14	161242
48	07/14/14	161244

PAYMENT DUE 30 D

FOB: TUC



TOTAL GALLONS \$/I	_OAD
TO	OTAL DUE
50 07/ 51 07/ 52 07/ 53 07/ 54 07/ 55 07/ 56 07/ 57 07/ 58 07/ 59 07/	17/14 16/14 16/14 18/14 17/14 17/14 18/14 19/14 18/14
61 07/ 62 07/	19/14 18/14 23/14 22/14

64	07/22/14
65	07/22/14
66	07/22/14
67	07/22/14
68	07/22/14
69	07/21/14
70	07/21/14
71	07/21/14
72	07/21/14
73	07/21/14
74	07/23/14
75	07/23/14
76	07/23/14
77	07/23/14
78	07/23/14
79	07/23/14
80	07/24/14
81	07/24/14
82	07/24/14
83	07/28/14
84	07/29/14
85	07/29/14
86	07/29/14
87	07/29/14
88	07/30/14
89	07/30/14
90	07/30/14
91	07/30/14
92	07/30/14
93	07/30/14
	41851
95	07/31/14
96	07/31/14

BILLING PERIOD: July 2014

BILLING DATE: 8/1/14

AYS FROM END OF BILLING PEROID.

Payment Due on or before: 8/31/14)LUMNE, CA ~ TANKER-FILL-STATION

PO No. 4500??????

TOTAL SALES

\$

S



169509

161248

169513

169512

161250

171554

171553

172614

172613

172612

172452

172451

169516

169515
172457
172620
172618
172619
172453
172455
172454
172617
172615
172623
172622
172621
169518
169517
172459
169519
172461
172624
164099
159398
164100
172464
172463
172625
172465
159400
172470
172469
172468
08/03/65
172471
172472

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE



NO. of LOADS 46

		TRUCKING
Load No.	Date	Hand Tag No.
1	08/01/14	170055
2	08/01/14	172628
3	08/02/14	170057
4	08/02/14	170056
5	08/02/14	172475
6	08/02/14	172474
7	08/04/14	172476
8	08/04/14	172477
9	08/06/14	172480
10	08/06/14	172481
11	08/06/14	172482
12	08/06/14	170061
13	08/07/14	172632
14	08/07/14	172631

15	08/07/14	172484
16	08/08/14	169523
17	08/08/14	169522
18	08/08/14	172633
19	08/08/14	170063
20	08/08/14	170064
21	08/08/14	170065
22	08/11/14	172635
23	08/12/14	172487

BILLING PERIOD: August 2014

BILLING DATE: 9/4/14

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 9/30/14

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

PO No. 4500??????

TOTAL GALLONS		\$/LOAD	TOTAL SALES
308,200	\$		\$
		TOTAL DUE	\$
		'	TRUCKING
Load No.		Date	Hand Tag No.
24		08/13/14	170069
25		08/14/14	172491
26		08/14/14	172489
27	,	08/14/14	170071
28		08/15/14	172639
29		08/15/14	172640
30		08/15/14	170072
31		08/15/14	172492
32		08/15/14	172493
33		08/15/14	172494
34		08/16/14	172641
35		08/18/14	172495
36		08/18/14	170074
37		08/19/14	170076

38	08/21/14	170078
39	08/25/14	170079
40	08/26/14	192204
41	08/26/14	170081
42	08/26/14	170080
43	08/26/14	172643
44	08/27/14	192207
45	08/28/14	192209
46	08/28/14	169526

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE



NO. of LOADS 49

		TRUCKING
Load No.	Date	Hand Tag No.
1	09/02/14	192212
2	09/02/14	183454
3	09/03/14	183456
4	09/03/14	192214
5	09/04/14	183458
6	09/04/14	192216
7	09/05/14	182808
8	09/05/14	182809
9	09/08/14	192222
10	09/08/14	183462
11	09/09/14	182797
12	09/09/14	183464
13	09/09/14	183465
14	09/09/14	183466
	– - –	•

15	09/10/14	182819
16	09/10/14	182818
17	09/10/14	182817
18	09/10/14	192225
19	09/11/14	192228
20	09/11/14	172648
21	09/15/14	192229
22	09/17/14	192233
23	09/16/14	192231
24	09/16/14	191813
25	09/16/14	191814

BILLING PERIOD: September 2014

BILLING DATE: 10/3/14

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 10/31/14 FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

PO No. 4500??????

TOTAL GALLONS 328,300	\$ \$/LOAD	TOTAL SALES
	TOTAL DUE	\$
		RUCKING
Load No.	Date	Hand Tag No.
26	09/17/14	169531
27	09/17/14	183500
28	09/17/14	183498
29	09/17/14	183499
30	09/18/14	169532
31	09/18/14	191821
32	09/18/14	191822
33	09/18/14	192235
34	09/19/14	191823
35	09/22/14	191831
36	09/22/14	191832
37	09/22/14	191833
38	09/22/14	192236
39	09/23/14	181801

40	09/23/14	192238
41	09/24/14	192242
42	09/24/14	191836
43	09/25/14	181501
44	09/25/14	191838
45	09/29/14	192247
46	09/29/14	191846
47	09/29/14	181502
48	09/29/14	192248
49	09/30/14	181052

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE

NO. of LOADS 55

		A STATE OF THE STA
		RUCKING
Load No.	Date	Hand Tag No.
1	10/01/14	181053
2	10/01/14	191850
3	10/01/14	191848
4	10/02/14	180801
5	10/02/14	180802
6	10/03/14	181059
7	10/03/14	181058
8	10/03/14	183400
9	10/06/14	169536
10	10/06/14	198751
11	10/06/14	198752
12	10/06/14	180805
13	10/07/14	181064
14	10/07/14	180808

15	10/08/14	169538
16	10/08/14	180810
17	10/08/14	181066
18	10/09/14	180422
19	10/09/14	180812
20	10/10/14	180424
21	10/10/14	180813
22	10/10/14	180814
23	10/10/14	180815
24	10/15/14	181069
25	10/16/14	180430
26	10/16/14	181071
27	10/16/14	180431
28	10/18/14	180433

BILLING PERIOD: October 2014

BILLING DATE: 11/3/14

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 11/30/14

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

PO No. 4500??????

TOTAL GALLONS 368,500	\$ \$/LOAD	\$	TOTAL SALES
	TOTAL DUE	\$_	
	!		TRUCKING
Load No.	Date		Hand Tag No.
29	10/18/14		180434
30	10/18/14		180432
31	10/18/14		169540
32	10/18/14		169539
33	10/20/14		181073
34	10/20/14		180435
35	10/20/14		180436
36	10/21/14		180439
37	10/21/14		181075
38	10/23/14		180443
39	10/24/14		180445
40	10/24/14		180446
41	10/24/14		180447
42	10/24/14		181083

43	10/25/14	180448
44	10/25/14	180449
45	10/25/14	198157
46	10/25/14	198158
47	10/27/14	181085
48	10/27/14	198052
49	10/27/14	198053
50	10/28/14	198159
51	10/28/14	198055
52	10/29/14	198162
53	10/29/14	198161
54	10/31/14	181089
55	10/31/14	181088

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE



NO. of LOADS 36

		TRUCKING
Load No.	Date	Hand Tag No.
1	11/03/14	198063
2	11/03/14	198061
3	11/04/14	198066
4	11/04/14	198064
5	11/06/14	198067
6	11/06/14	198068
7	11/06/14	198069
8	11/07/14	198072
9	11/07/14	198071
10	11/10/14	198074
11	11/11/14	172748
12	11/11/14	172749
13	11/12/14	169545
14	11/12/14	198080

15	11/12/1 4	192098
16	11/13/14	169546
17	11/13/14	198081
18	11/13/14	191117

BILLING PERIOD: November 2014

BILLING DATE: 12/31/14

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 12/31/14 FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

PO-No. 4500??????

TOTAL GALLONS 241,200	\$ \$/LOAD	TOTAL SALES
	TOTAL DUE	\$
		TRUCKING
Load No.	Date	Hand Tag No.
19	11/14/14	169547
20	11/14/14	191120
21	11/17/14	169548
22	11/18/14	169549
23	11/18/14	198085
24	11/18/14	198084
25	11/18/14	191122
26	11/19/14	202051
27	11/19/14	191124
28	11/20/14	202052
29	11/24/14	191127
30	11/24/14	198092
31	11/24/14	202053
32	11/25/14	202055

33	11/24/14	202054
34	11/26/14	202059
35	11/26/14	198098
36	11/25/14	202004

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE

NO. of LOADS 36

		TRUCKING
Load No.	Date	Hand Tag No.
1	12/01/14	191137
2	12/01/14	198166
3	12/01/14	202061
4	12/01/14	202062
5	12/05/14	197610
6	12/05/14	197609
7	12/05/14	197608
8	12/08/14	202066
9	12/09/14	197611-202010
10	12/11/14	183658
11	12/12/14	197616
12	12/15/14	202071
13	12/15/14	197618
14	12/15/14	197619

15	12/15/14	197622
16	12/16/14	183663
17	12/16/14	197621
18	11/14/14	169547

BILLING PERIOD: December 2014

BILLING DATE: 1/7/15

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 1/31/15

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

PO No. 4500??????

TOTAL GALLONS	\$/LOAD	TOTAL SALES
241,200	\$	\$

TOTAL DUE \$

	IOTAL DU	
	•	TRUCKING
Load No.	Date	Hand Tag No.
19	12/16/14	197620
20	12/16/14	183661
21	12/17/14	183664
22	12/17/14	183665
23	12/18/14	197626
24	12/18/14	202016
25	12/19/14	202072
26	12/19/14	202073
27	12/19/14	202074
28	12/19/14	202017
29	12/19/14	202018
30	12/23/14	197629
31	12/23/14	197628
32	12/23/14	197627

33	12/24/14	197631
34	12/24/14	197632
35	12/30/15	184757
36	12/30/15	184756

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 EXHIBIT WR-66 INVOICE NO. 070714 BLKT. P.O. NO. ????? VENDER NO. 113166

~ INVOICE ~



BILLING PERIOD: June 2014

BILLING DATE: 7/1/14

PAYMENT TERMS: NET 30 DAYS

DUE & PAYABLE NO LATER THAN 7/31/14

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION



SPR. WTR. @ \$/LOAD **TOTAL \$/LOAD TOTAL LOADS** 4 GALLONS/LOAD **TOTAL LOADS TOTAL GALLONS** TOTAL \$/LOAD 6,500 26,000 PO # - Release # Load No. **Delivery Date** Tag No. 1 06/25/14 159380 2 06/25/14 161214 3 06/26/14 159382 4 06/26/14 161216

TOTAL AMOUNT DUE

SPRING WATER @ \$/GAL.

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 EXHIBIT WR-66 INVOICE NO. 070814 BLKT. P.O. NO. ????? VENDER NO. 113166

~ INVOICE ~



BILLING PERIOD: July 2014

BILLING DATE: 8/1/14

PAYMENT TERMS: NET 30 DAYS

DUE & PAYABLE NO LATER THAN 8/31/14

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION



SPR. WTR. @ \$/LOAD		TOTAL \$/LOAD	TOTAL AMOUNT DUE
GALLONS/LOAD 6,500	TOTAL GALLONS 97,500	TOTAL \$/LOAD	SPRING WATER @ \$/GAL.
PO [#] - Release [#]	Delivery Date	Tag No.	
	07/01/14	159384	
	07/02/14	159386	
	07/03/14	159388	
	07/10/14	161237	
	07/09/14	161235	
•	07/08/14	161233	
	07/15/14	161245	
	07/16/14	161247	
	07/17/14	161249	
	07/22/14	172456	
	07/23/14	172458	
	GALLONS/LOAD 6,500	GALLONS/LOAD 6,500 97,500 PO *- Release * Delivery Date 07/01/14 07/02/14 07/03/14 07/10/14 07/09/14 07/08/14 07/15/14 07/16/14 07/17/14 07/22/14	GALLONS/LOAD 6,500 97,500 TOTAL \$/LOAD 6,500 97,500 PO *- Release * Delivery Date Tag No. 07/01/14 159384 07/02/14 159386 07/03/14 159388 07/10/14 161237 07/09/14 161235 07/08/14 161233 07/15/14 161245 07/16/14 161247 07/17/14 161249 07/22/14 172456

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 EXHIBIT WR-66 INVOICE NO. 070914 BLKT. P.O. NO. ????? VENDER NO. 113166

~ INVOICE ~



BILLING PERIOD: August 2014

BILLING DATE: 9/4/14

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 9/30/14



TOTAL LOADS 15	SPR. WTR. @ \$/LOAD		TOTAL \$/LOAD	TOTAL AMOUNT DUE
TOTAL LOADS 15	GALLONS/LOAD 6,500	TOTAL GALLONS 97,500	TOTAL \$/LOAD	SPRING WATER @ \$/GAL.
Load No.	PO [#] - Release [#]	Delivery Date	Tag No.	
1		08/05/14	172478	
2		08/05/14	170058	
3		08/06/14	170060	
4		08/07/14	172483	
5		08/07/14	170062	
6		08/11/14	172485	
7		08/12/14	172486	
8		08/13/14	172488	
9		08/14/14	172490	
10		08/18/14	172496	
11		08/19/14	172497	•
12		08/20/14	172498	
13		08/26/14	192203	

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 EXHIBIT WR-66 INVOICE NO. 071014 BLKT. P.O. NO. ????? VENDER NO. 113166

~ INVOICE ~



BILLING PERIOD: September 2014

BILLING DATE: 10/3/14

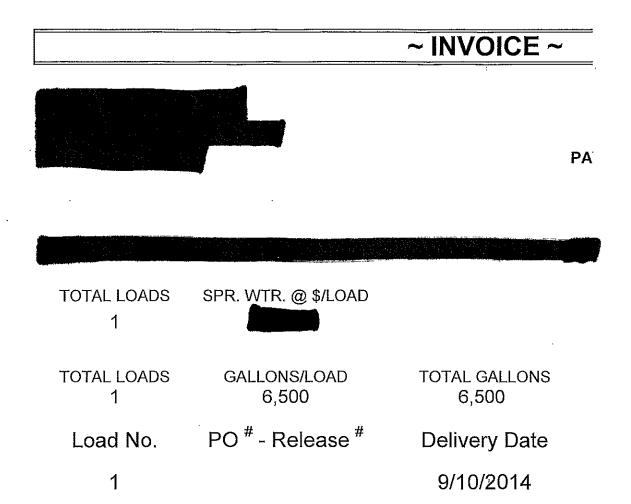
PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 10/31/14



TOTAL LOADS 14	SPR. WTR. @ \$/LOAD		TOTAL \$/LOAD	TOTAL AMOUNT DUE
TOTAL LOADS 14	GALLONS/LOAD 6,500	TOTAL GALLONS 91,000	TOTAL \$/LOAD	SPRING WATER @ \$/GAL.
Load No.	PO [#] - Release [#]	Delivery Date	Tag No.	
1		09/02/14	192211	
2		09/03/14	192213	
3		09/04/14	192215	
4		09/09/14	192223	
5		09/11/14	192227	
6		09/16/14	192230	
7		09/17/14	192232	
8		09/18/14	192234	
9		09/23/14	192239	
10		09/22/14	192237	
11		09/24/14	192240	
12		09/25/14	192243	
13		09/29/14	192245	
14		09/30/14	181051	

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107



INVOICE NO. 071014A BLKT. P.O. NO. ????? **VENDER NO. 113166**

BILLING PERIOD: September 10, 2014

BILLING DATE: 1/8/15

YMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 1/31/15

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

215

TOTAL \$/LOAD

TOTAL AMOUNT DUE

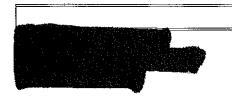
TOTAL \$/LOAD

Tag No.

192225

SPRING WATER @ \$/GAL.

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 EXHIBIT WR-66 INVOICE NO. 071114 BLKT. P.O. NO. ????? VENDER NO. 113166



~ INVOICE ~

BILLING PERIOD: October 2014

BILLING DATE: 11/3/14

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 11/30/14



LOAD SPRING WATER @ \$/GAL.
No. 54 55 61 63 65 67 68 26 70 72 74 76 79 634 64 62

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 EXHIBIT WR-66 INVOICE NO. 071214 BLKT. P.O. NO. ????? VENDER NO. 113166



~ INVOICE ~

BILLING PERIOD: November 2014

BILLING DATE: 12/31/14

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 12/31/14



TOTAL LOADS 10	SPR. WTR. @ \$/LOAD		TOTAL \$/LOAD	TOTAL AMOUNT DUE
TOTAL LOADS 10	GALLONS/LOAD 6,500	TOTAL GALLONS 65,000	TOTAL \$/LOAD	SPRING WATER @ \$/GAL.
Load No.	PO [#] - Release [#]	Delivery Date	Tag No.	
1		11/03/14	191101	
2		11/04/14	191103	
3		11/05/14	191105	
4		11/10/14	191110	
5		11/11/14	191111	
6		11/12/14	198079	
7		11/13/14	191116	
8		11/18/14	191121	
9		11/24/14	198091	
10		11/26/14	198097	

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 EXHIBIT WR-66 INVOICE NO. 070115 BLKT. P.O. NO. ????? VENDER NO. 113166



~ INVOICE ~

BILLING PERIOD: December 2015

BILLING DATE: 1/7/15

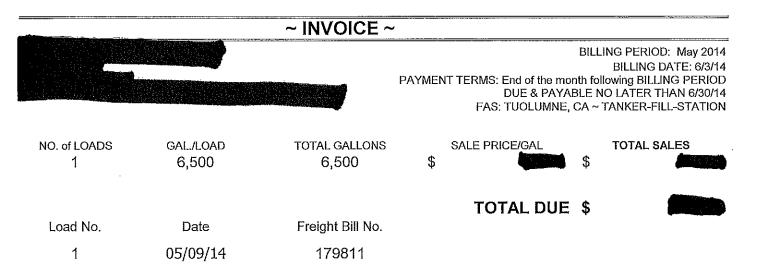
PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 1/31/15



TOTAL LOADS	SPR. WTR. @ \$/LOAD		TOTAL \$/LOAD	TOTAL AMOUNT DUE
TOTAL LOADS 5	GALLONS/LOAD 6,500	TOTAL GALLONS 32,500	TOTAL \$/LOAD	SPRING WATER @ \$/GAL.
Load No. 1 2 3 4 5	PO [#] - Release [#]	Delivery Date 12/01/14 12/02/14 12/03/14 12/03/14 12/08/14	Tag No. 191135 191138 202006 191140 191146	

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107



TOTAL DUE \$

SUGAR PINE SPRING WATER LP

Date

07/05/14

07/06/14

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107

Load No.

1 2

		~ INVOICE ~				
		PAY	MENT T	ERMS: End of the montl DUE & PAYABL	E h follo E NC	NG PERIOD: July 2014 BILLING DATE: 8/13/14 wing BILLING PERIOD DIATER THAN 8/31/14 ANKER-FILL-STATION
NO. of LOADS 2	GAL./LOAD 6,500	TOTAL GALLONS 13,000	\$	SALE PRICE/GAL	\$	TOTAL SALES

Freight Bill No.

159389

Page	72

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107

~ INVOICE ~



BILLING PERIOD: August 2014

BILLING DATE: 9/4/14

PAYMENT TERMS: End of the month following BILLING PERIOD DUE & PAYABLE NO LATER THAN 9/30/14

FAS: TUOLUMNE, CA ~ TANKER-FILL-STATION

NO. of LOADS

GAL./LOAD

TOTAL GALLONS

SALE PRICE/GAL

\$

TOTAL SALES

3

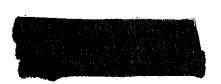
6,500

19,500

\$

TOTAL DUE \$

Load No. Date 1 08/02/14 2 08/02/14 3 08/12/14 Freight Bill No. 163433 163434 170066



2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107

~ INVOICE ~ BILLING PERIOD: September 2014 BILLING DATE: 10/3/14 PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID. DUE & PAYABLE NO LATER THAN 10/31/14 FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION SALE PRICE/GAL **TOTAL GALLONS** NO. of LOADS GAL./LOAD **TOTAL SALES** 19,500 \$ 3 6,500 **TOTAL DUE** Freight Bill No. Load No. Date 1 09/03/14 182804 2 09/05/14 183460 3 09/21/14 191830

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107

~ INVOICE ~



BILLING PERIOD: October 2014

BILLING DATE: 11/3/14

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 11/30/14

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

NO. of LOADS	
4	

GAL./LOAD

TOTAL GALLONS

180450

SALE PRICE/GAL

\$

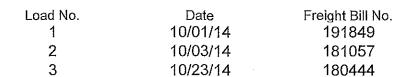
TOTAL SALES

4

6,500

26,000

TOTAL DUE



10/27/14

11/12/14

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107

1

~ INVOICE ~ BILLING PERIOD: October 2014 BILLING DATE: 12/31/14 PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID. DUE & PAYABLE NO LATER THAN 11/30/14 FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION NO. of LOADS GAL./LOAD **TOTAL GALLONS** SALE PRICE/GAL **TOTAL SALES** \$ 1 6,500 6,500 **TOTAL DUE \$** Load No. Freight Bill No. Date

192097

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107

		~ INVOICE ~				
					BILLIN	G PERIOD: December 2014
						BILLING DATE: 1/7/15
			PA	YMENT DUE 30 DAYS	FROM	END OF BILLING PEROID.
				DUE & PA	4YABLI	E NO LATER THAN 1/31/15
		neral di Augustia		FOB: TUOLUM	NE, CA	~ TANKER-FILL-STATION
		Control of the Control				
NO. of LOADS	GAL./LOAD	TOTAL GALLONS		SALE PRICE/GAL		TOTAL SALES
4	6,500	26,000	\$		\$	
				TOTAL DUE	\$	STEVER
Load No.	Date	Freight Bill No.				
1 '	12/01/14	198100				
2	12/02/14	197603				
3	12/04/14	197607				·
4	12/22/14	202019				

2787 STONY FORK WAY BOISE, IDAHO 83708 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE NO. 050 EXHIBIT WR-66
BILLING PERIOD: JANUARY 2015
BILLING DATE: 2/4/15
PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.
DUE & PAYABLE NO LATER THAN 2/28/15
FOB: TUOLUMNE, CA~TANKER-FILL-STATION

INVOICE



PO No. 4500??????

	NO. of LOADS	GAL/LOAD	TOTAL GALLONS	\$/LOAD	TOTAL SALES
	49	6,700	328,300	\$	\$
				TOTAL DUE	\$
				101112 202	(Company)
Load No.	Date	Hand Tag No.	Load No.	Date	Hand Tag No.
1	01/07/15	184400	26	01/16/15	183696
2	01/07/15	186353	27	01/19/15	189662
3	01/08/15	197643	28	01/19/15	187663
4	01/08/15	197644	29	01/19/15	183699
5	01/08/15	197645	30	01/19/15	183698
6	01/09/15	186354	31	01/20/15	181091
7	01/09/15	186355	32	01/20/15	187664
8	01/09/15	197642	33	01/21/15	187666
9	01/09/15	197646	34	01/21/15	187667
10	01/09/15	197647	35	01/22/15	187668
11	01/09/15	197648	36	01/26/15	187671
12	01/12/15	183689	37	01/27/15	181100
13	01/12/15	183690	38	01/27/15	187673
14	01/12/15	187651	39	01/28/15	186363
15	01/12/15	197649	40	01/28/15	186364
16	01/12/15	197650	41	01/28/15	187674
17	01/13/15	187653	42	01/28/15	187675
18	01/13/15	187654	43	01/29/15	186365
19	01/14/15	186360	44	01/29/15	187677
20	01/14/15	186361	45	12/29/15	184755
21	01/14/15	187656	46	12/29/15	197633
22	01/15/15	187659	47	12/30/15	184756
· 23	01/15/15	187657	48	12/30/15	184757
24	01/15/15	187658	49	12/31/15	197639
25	01/16/15	187660			

SUGAR PINE SPRING WATER LP - 2787 STONY FORK WAY 90/SE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE NO. 050315

BILLING PERIOD: February 2015

BILLING PERIOD: February 2015

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 3/31/15

FOB: TUOLUMNE, CA~TANKER-FILL-STATION



INVOICE

PO No. 4500??????

	NO. of LOADS	GAL/LOAD	TOTAL GALLONS	\$/LOAD	TOTAL SALES
	41	6,700	328,300	\$	\$
				TOTAL DUE	\$
					Charles and the same of the sa
Load No.	Date	Hand Tag No.	Load No.	Date	Hand Tag No.
1	02/02/15	187680	22	02/17/15	211803
2	02/02/15	223652	23	02/17/15	223678
3	02/02/15	223653	24	02/20/15	202041
4	02/03/15	187682	25	02/20/15	202042
5	02/05/15	187683	26	02/20/15	211808
6	02/05/15	187684	27	02/23/15	211809
7	02/05/15	187685	28	02/23/15	211810
8	02/07/15	187689	29	02/23/15	223682
9	02/07/15	187690	30	02/23/15	223683
10	02/07/15	187691	31	02/24/15	211812
11	02/09/15	187692	32	02/24/15	211813
12	02/09/15	223664	33	02/24/15	223684
13	02/09/15	223665	34	02/24/15	223685
14	02/09/15	223666	35	02/25/15	186376
15	02/10/15	187694	36	02/25/15	186377
16	02/10/15	223668	37	02/25/15	211816
17	02/11/15	187695	38	02/26/15	186378
18	02/11/15	187696	39	02/27/15	186379
19	02/12/15	187698	40	02/27/15	186380
20	02/12/15	187699	41	02/27/15	211818
21	02/16/15	211802			

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

V	V	O	C	E	



NO. of LOADS 52

GAL./LOAD 6,700

TOTAL GALLONS 328,300

Load No.	Date	Hand Tag No.	Load No.
1	03/02/15	211820	27
2	03/02/15	211821	28
3	03/04/15	223695	29
4	03/05/15	223697	30
5	03/02/15	223691	31
6	03/06/15	223699	32
7	03/02/15	211819	33
8	03/03/15	223692	34
9	03/03/15	211824	35
10	03/03/15	211822	36
11	03/03/15	211823	37
12	03/04/15	184761	38
13	03/04/15	184762	39
14	03/04/15	211825	40

03/04/15	211826	41
03/04/15	211827	42
03/05/15	186384	43
03/05/15	211829	44
03/06/15	184763	45
03/06/15	184764	46
03/08/15	186386	47
03/08/15	186385	48
03/09/15	211833	49
03/09/15	211834	50
03/09/15	211832	51
03/10/15	211835	52
	03/04/15 03/05/15 03/05/15 03/06/15 03/06/15 03/08/15 03/08/15 03/09/15 03/09/15	03/04/15 211827 03/05/15 186384 03/05/15 211829 03/06/15 184763 03/06/15 184764 03/08/15 186386 03/08/15 186385 03/09/15 211833 03/09/15 211834 03/09/15 211832

INVOICE NO. 050415

BILLING PERIOD: March 2015

BILLING DATE: 4/1/15

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 4/30/15

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

PO No. 4500??????

\$/LOAD **TOTAL SALES** \$ **TOTAL DUE** Hand Tag No. Date 211835 03/10/15 03/11/15 204560 03/11/15 204561 03/08/15 186386 03/12/15 203754 03/12/15 203756 03/12/15 203755 03/12/15 186390 03/12/15 186389 03/12/15 218037 03/12/15 174270 03/13/15 203757 03/13/15 204568 03/13/15 204568

03/14/15	203758
03/15/15	186393
03/15/15	186392
03/15/15	186393
03/16/15	211839
03/16/15	204569
03/16/15	186392
03/18/15	204571
03/19/15	204907
03/19/15	204908
03/19/15	204252
03/20/15	211845

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE



NO. of LOADS 75

GAL./LOAD 6,700

•		
Load No.	Date	Hand Tag No.
1	04/01/15	204272
2	04/01/15	204274
3	04/01/15	204273
4	04/01/15	203767
5	04/02/15	213513
6	04/03/15	203770
7	04/03/15	203775
8	04/03/15	203774
9	04/03/15	204928
10	04/03/15	204929
11	04/03/15	204930
12	04/04/15	213515
13	04/04/15	213514
14	04/05/15	203776

15	04/05/15	203776
16	04/06/15	204280
17	04/06/15	204931
18	04/06/15	204932
19	04/06/15	204278
20	04/07/15	204933
21	04/07/15	204282
22	04/08/15	204936
23	04/09/15	204286
24	04/09/15	204287
25	04/09/15	204938
26	04/10/15	184780
27	04/10/15	184781
28	04/10/15	204939
29	04/10/15	204940
30	04/11/15	184782
31	04/11/15	184783
32	04/12/15	184785
33	04/12/15	184786
34	04/12/15	184784
35	04/12/15	213520
36	04/12/15	213521
37	04/12/15	213522
38	04/14/15	184789

INVOICE NO. 050515

BILLING PERIOD: April 2015

BILLING DATE: 5/4/15

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 5/31/15

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

PO No. 4500??????

TOTAL GALLONS 328,300	\$	\$/LOAD	TOTAL SALES
		TOTAL DUE	\$
Load No.		Date	Hand Tag No.
39	04	1/13/15	184787
40	04	1/13/15	184788
41	04	1/14/15	213527
42	04	1/14/15	204944
43	04	1/15/15	213528
44	04	1/15/15	204947
45	04	l /16/15	184796
46	04	1/16/15	184797
47	04	l /16/15	213531
48	04	1/16/15	204949
49	04	1/16/15	220503
50	04	1/20/15	203790
51	04	1/20/15	203791
52	04	1/21/15	214707

54 04/21/15 214709 55 04/21/15 220202 56 04/22/15 214711 57 04/22/15 214710 58 04/22/15 220155 59 04/22/15 220154 60 04/23/15 220156 61 04/23/15 220207 62 04/23/15 220207 63 04/24/15 220208 64 04/24/15 213538 65 04/27/15 213541 66 04/27/15 213540 67 04/28/15 213543 68 04/28/15 220213 69 04/28/15 220212 70 04/28/15 220212 71 04/29/15 220158 72 04/29/15 220159 73 04/30/15 213545 74 04/30/15 213545 75 04/30/15 220216	53	04/21/15	214708
56 04/22/15 214711 57 04/22/15 214710 58 04/22/15 220155 59 04/22/15 220154 60 04/23/15 220156 61 04/23/15 220207 62 04/23/15 220157 63 04/24/15 220208 64 04/24/15 213538 65 04/27/15 213541 66 04/27/15 213540 67 04/28/15 213543 68 04/28/15 220213 69 04/28/15 220212 70 04/28/15 214717 71 04/29/15 220158 72 04/29/15 220159 73 04/30/15 214721 74 04/30/15 213545	54	04/21/15	214709
57 04/22/15 214710 58 04/22/15 220155 59 04/22/15 220154 60 04/23/15 220156 61 04/23/15 220207 62 04/23/15 220157 63 04/24/15 220208 64 04/24/15 213538 65 04/27/15 213541 66 04/27/15 213540 67 04/28/15 213543 68 04/28/15 220213 69 04/28/15 220212 70 04/28/15 214717 71 04/29/15 220158 72 04/29/15 220159 73 04/30/15 214721 74 04/30/15 213545	55	04/21/15	220202
58 04/22/15 220155 59 04/22/15 220154 60 04/23/15 220156 61 04/23/15 220207 62 04/23/15 220157 63 04/24/15 220208 64 04/24/15 213538 65 04/27/15 213541 66 04/27/15 213540 67 04/28/15 213543 68 04/28/15 220213 69 04/28/15 220212 70 04/28/15 214717 71 04/29/15 220158 72 04/29/15 220159 73 04/30/15 214721 74 04/30/15 213545	56	04/22/15	214711
59 04/22/15 220154 60 04/23/15 220156 61 04/23/15 220207 62 04/23/15 220157 63 04/24/15 220208 64 04/24/15 213538 65 04/27/15 213541 66 04/27/15 213540 67 04/28/15 213543 68 04/28/15 220213 69 04/28/15 220212 70 04/28/15 220212 70 04/29/15 220158 72 04/29/15 220159 73 04/30/15 214721 74 04/30/15 213545	57	04/22/15	214710
6004/23/152201566104/23/152202076204/23/152201576304/24/152202086404/24/152135386504/27/152135416604/27/152135406704/28/152135436804/28/152202136904/28/152202127004/28/152202127004/28/152201587204/29/152201597304/30/152147217404/30/15213545	58	04/22/15	220155
6104/23/152202076204/23/152201576304/24/152202086404/24/152135386504/27/152135416604/27/152135406704/28/152135436804/28/152202136904/28/152202127004/28/152147177104/29/152201587204/29/152201597304/30/152147217404/30/15213545	59	04/22/15	220154
6204/23/152201576304/24/152202086404/24/152135386504/27/152135416604/27/152135406704/28/152135436804/28/152202136904/28/152202127004/28/152147177104/29/152201587204/29/152201597304/30/152147217404/30/15213545	60	04/23/15	220156
6304/24/152202086404/24/152135386504/27/152135416604/27/152135406704/28/152135436804/28/152202136904/28/152202127004/28/152147177104/29/152201587204/29/152201597304/30/152147217404/30/15213545	61	04/23/15	220207
6404/24/152135386504/27/152135416604/27/152135406704/28/152135436804/28/152202136904/28/152202127004/28/152147177104/29/152201587204/29/152201597304/30/152147217404/30/15213545	62	04/23/15	220157
6504/27/152135416604/27/152135406704/28/152135436804/28/152202136904/28/152202127004/28/152147177104/29/152201587204/29/152201597304/30/152147217404/30/15213545	63	04/24/15	220208
6604/27/152135406704/28/152135436804/28/152202136904/28/152202127004/28/152147177104/29/152201587204/29/152201597304/30/152147217404/30/15213545	64	04/24/15	213538
6704/28/152135436804/28/152202136904/28/152202127004/28/152147177104/29/152201587204/29/152201597304/30/152147217404/30/15213545	65	04/27/15	213541
6804/28/152202136904/28/152202127004/28/152147177104/29/152201587204/29/152201597304/30/152147217404/30/15213545	66	04/27/15	213540
69 04/28/15 220212 70 04/28/15 214717 71 04/29/15 220158 72 04/29/15 220159 73 04/30/15 214721 74 04/30/15 213545	67	04/28/15	213543
70 04/28/15 214717 71 04/29/15 220158 72 04/29/15 220159 73 04/30/15 214721 74 04/30/15 213545	68	04/28/15	220213
71 04/29/15 220158 72 04/29/15 220159 73 04/30/15 214721 74 04/30/15 213545	69	04/28/15	220212
72 04/29/15 220159 73 04/30/15 214721 74 04/30/15 213545	70	04/28/15	214717
73 04/30/15 214721 74 04/30/15 213545	71	04/29/15	220158
74 04/30/15 213545	72	04/29/15	220159
• •	73	04/30/15	214721
75 04/30/15 220216	74	04/30/15	213545
	75	04/30/15	220216

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE



NO. of LOADS 59

GAL./LOAD 6,700

Load No.	Date	Hand Tag No.
1	05/04/15	220055
2	05/04/15	220054
3	05/04/15	220051
4	05/05/15	213547
5	05/05/15	220057
6	05/05/15	220167
7	05/06/15	220168
8	05/06/15	220169
9	05/07/15	220172
10	05/07/15	220171
11	05/07/15	220170
12	05/07/15	220061
13	05/08/15	220174
14	05/08/15	220173

15	05/08/15	220063
16	05/11/15	220224
17	05/12/15	220181
18	05/12/15	220225
19	05/12/15	220226
20	05/12/15	220067
21	05/12/15	220068
22	05/13/15	220227
23	05/13/15	220070
24	05/13/15	220069
25	05/13/15	203207
26	05/14/15	220072
27	05/14/15	220185
28	05/14/15	203209
29	05/15/15	220073
30	05/18/15	220075

INVOICE NO. 050615

BILLING PERIOD: May 2015

BILLING DATE: 5/29/15

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 6/30/15 FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

PO No. 4500??????

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TOTAL GALLONS		\$/LOAD	TOTAL SALES
328,300	\$		\$
		TOTAL DUE	\$
Load No.		Date	Hand Tag No.
31		05/18/15	220188
32		05/19/15	220191
33		05/19/15	213641
34		05/19/15	220076
35		05/21/15	203217
36		05/18/15	220232
37		05/18/15	220231
38		05/21/15	213648
39		05/20/15	203214
40	,	05/19/15	220194
41		05/18/15	220192
42		05/19/15	220233
43		05/19/15	220233
44		05/21/15	213650

45	05/20/15	203215
46	05/19/15	220235
47	05/19/15	220236
48	05/19/15	220077
49	05/20/15	220237
50	05/26/15	220199
51	05/26/15	187369
52	05/26/15	187370
53	05/27/15	203675
54	05/27/15	220240
55	05/27/15	220239
56	05/27/15	210902
57	05/27/15	210901
58	05/28/15	220079
59	05/28/15	203229

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2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE



NO. of LOADS

GAL./LOAD 6,700

Load No.	Date	Hand Tag No.
1	06/01/15	203230
2	06/01/15	203233
3	06/02/15	210911
4	06/02/15	210910
5	06/02/15	211402
6	06/02/15	210501
7	06/03/15	203237
8	06/03/15	211404
9	06/15/15	211414
10	06/19/15	210512
11	06/19/15	210513
12	06/19/15	210514
13	06/19/15	210937
14	06/19/15	210938
15	06/19/15	-210936

16	06/23/15	210104
17	06/23/15	210519
18	06/24/15	210520
19	06/26/15	218503

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE



NO. of LOADS 29

GAL./LOAD 6,700

Load No.	Date	Hand Tag No.
1	07/01/15	210534
2	07/06/15	218704
3	07/07/15	210540
4	07/07/15	210539
5	07/07/15	210538
6	07/10/15	218710
7	07/10/15	220096
8	07/10/15	220097
9	07/19/15	208751
10	07/19/15	218723
11	07/20/15	218726
12	07/20/15	218725
13	07/20/15	218724
14	07/21/15	208757

15 07/21/15

218728

PAYMENT DUE 30 D.

DUE FOB: TUC

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TOTAL GALLONS 328,300



TOTAL DUE

Load No.	Date
16	07/21/15
17	07/23/15
18	07/23/15
19	07/23/15
20	07/23/15
21	07/24/15
22	07/25/15
23	07/25/15
24	07/25/15
25	07/27/15
26	07/27/15
27	07/27/15
28	07/31/15
29	07/31/15

INVOICE NO. 050815

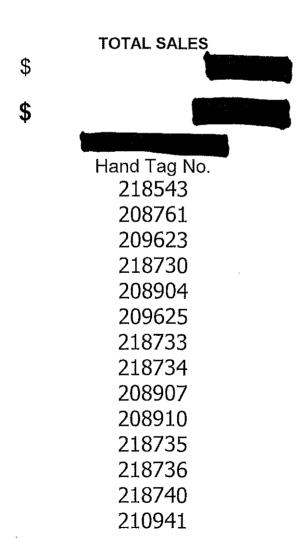
BILLING PERIOD: July 2015

BILLING DATE: 8/3/15

AYS FROM END OF BILLING PEROID.

: & PAYABLE NO LATER THAN 8/31/15)LUMNE, CA ~ TANKER-FILL-STATION

PO No. 4500??????



2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 Vender No. 103788

INVOICE



NO. of LOADS 37

GAL./LOAD 6,700

Load No.	Date	Hand Tag No.
1	08/01/15	209640
2	08/01/15	209641
3	08/03/15	208773
4	08/03/15	218747
5	08/03/15	218748
6	08/06/15	210253
7	08/06/15	219454
8	08/08/15	219166
9	08/09/15	209649
10	08/10/15	206307
11	08/10/15	210258
12	08/13/15	219169
13	08/13/15	219170
14	08/14/15	210263
15	08/14/15	210264

16	08/15/15	202882
17	08/15/15	205813
18	08/15/15	205814
19	08/13/15	219170

INVOICE NO. 050915

BILLING PERIOD: August 2015

BILLING DATE: 9/1/15

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

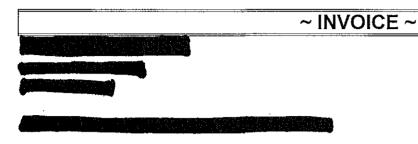
DUE & PAYABLE NO LATER THAN 9/30/15 FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

PO No. 4500??????

TOTAL GALLONS 328,300	\$ \$/LOAD	TOTAL SALES
	TOTAL DUE	\$
L = = 1 NI=	Dete	Hand Top No.
Load No.	Date	Hand Tag No.
20	08/15/15	205955
21	08/17/15	219172
22	08/17/15	219173
23	08/17/15	219175
24	08/18/15	219176
25	08/18/15	219177
26	08/18/15	219178
27	08/19/15	206318
28	08/20/15	202897
29	08/27/15	210284
30	08/27/15	210285
31	08/27/15	210286
32	08/28/15	205372
33	08/28/15	205973
34	08/28/15	205974

35	08/31/15	215456
36	08/31/15	215455
37	08/31/15	215454

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 EXHIBITE WB-6670715 BLKT. P.O. NO. ????? VENDER NO. 113166



BILLING PERIOD: June 2015 BILLING DATE: 7/1/15

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 7/30/15

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

				TOTAL
				AMOUNT DUE
TOTAL LOADS 1	SPR. WTR. @ \$/LOAD		TOTAL \$/LOAD	AMOUNT DUE
TOTAL LOADS 1	GALLONS/LOAD 6,500	TOTAL GALLONS 6,500	TOTAL \$/LOAD	SPRING WATER @ \$/GAL.
Load No. 1	PO # - Release # 344863-3 REC #1863{	Delivery Date 09/10/14	Tag No. 192225	
TOTAL LOADS 15	SPR. WTR. @ \$/LOAD		TOTAL \$/LOAD	AMOUNT DUE
TOTAL LOADS 15	GALLONS/LOAD 6,500	TOTAL GALLONS 97,500	TOTAL \$/LOAD	SPRING WATER @ \$/GAL.
Load No.	PO#-Release#	Delivery Date		
1		06/03/15	203236	
2 3		06/09/15 06/11/15	211409 211411	
4		06/11/15	210506	
5		06/15/15	211415	
6		06/17/15	210101	
7		06/17/15	205039	
8		06/18/15	203588	
9		06/22/15	203242	
10		06/22/15	218651	
11		06/23/15	210102	
12		06/25/15	210525	
13		06/25/15	218501	
14		06/30/15	218510	
15		06/30/15	203247	

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107

EXHIBITE R 66070815 BLKT, P.O. NO. ????? **VENDER NO. 113166**

~ INVOICE ~

BILLING PERIOD: July 2015 BILLING DATE: 8/3/15

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID. DUE & PAYABLE NO LATER THAN 8/31/15

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

TOTAL LOADS 17	SPR. WTR. @ \$/LOAD		TOTAL \$/LOAD	TOTAL AMOUNT DUE
TOTAL LOADS 17	GALLONS/LOAD 6,500	TOTAL GALLONS 110,500	TOTAL \$/LOAD	SPRING WATER @ \$/GAL.
Load No. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16		Delivery Date 07/02/15 07/02/15 07/08/15 07/08/15 07/09/15 07/10/15 07/14/15 07/14/15 07/16/15 07/23/15 07/23/15 07/23/15 07/28/15 07/28/15	Tag No. 205045 220092 218524 218706 218707 218709 218533 220099 218538 218719 218727 218729 208903 202876 218738 218739	
17		7/30/15	219453	

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107 EXHIBIT WR-66 INVOICE NO. 070915 BLKT. P.O. NO. ????? VENDER NO. 113166

BILLING PERIOD: August 2015
BILLING DATE: 9/1/15
BILLING DATE: 9/1/15
PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.
DUE & PAYABLE NO LATER THAN 9/30/15
FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

TOTAL LOADS 14	SPR. WTR. @ \$/LOAD		TOTAL \$/LOAD	TOTAL AMOUNT DUE
TOTAL LOADS 14	GALLONS/LOAD 6,500	TOTAL GALLONS 91,000	TOTAL \$/LOAD	SPRING WATER @ \$/GAL.
Load No. 1 2 3 4 5 6 7 8 9 10 11 12 13 14	PO#-Release#	Delivery Date 08/04/15 08/04/15 08/06/15 08/06/15 08/11/15 08/11/15 08/13/15 08/13/15 08/13/15 08/20/15 08/25/15 08/27/15 08/28/15	Tag No. 218750 220100 206303 219451 206309 219168 202880 206311 206315 206319 219183 206325 210950 206330	

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107

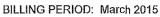
		~ INVOICE ~			
				BILLI	NG PERIOD: January 2015
					BILLING DATE: 2/4/15
			PAYMENT DUE 3	0 DAYS FROM	END OF BILLING PEROID.
			[OUE & PAYABL	E NO LATER THAN 2/28/15
			FOB:	TUOLUMNE, CA	\~TANKER-FILL-STATION
NO. of LOADS	GAL./LOAD	TOTAL GALLONS	SALE PRICE	GAL	TOTAL SALES
2	6,500	13,000	\$	\$	
			TOTAL	DUE \$	
Load No.	Date	Freight Bill No.	 .		
1	01/13/15	187652			
2	01/22/15	187669		}	

2787 STONY FORK WAY BOISE, IDAHO 83706 (208) 345-5170 ~ FAX (208) 345-5107

_		~ INVOICE ~				
				BILLIN	G PERIOD: February 2015	
					BILLING DATE: 3/4/15	
			PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.			
	•		DUE & PAYABLE NO LATER THAN 3/31/15			
			FOB: TUOLUM	INE, CA	~ TANKER-FILL-STATION	
NO. of LOADS	GAL./LOAD	TOTAL GALLONS	SALE PRICE/GAL		TOTAL SALES	
2	6,500	13,000	\$	\$		
			TOTAL DUE	\$		
Load No.	Date	Freight Bill No.			· · ·	
1	02/06/15	187686				
2	02/18/15	211806				

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	~ INVOICE



BILLING DATE: 4/1/15

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 4/30/15

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

NO. of LOADS	GAL./LOAD 6,500	TOTAL GALLONS 19,500	\$ SALE PRICE/GAL	\$ TOTAL SALES	
			TOTAL DUE	\$	
Load No.	Date	Freight Bill No.			
1	03/06/15	211830			
2	03/13/15	204567			
3	03/27/15	204914			

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		~ INVOICE ~				
					BILL	ING PERIOD: April 2015
						BILLING DATE: 5/4/15
			PAYMENT	DUE 30 DAYS FF	ROM EN	ID OF BILLING PEROID.
				DUE & PAY	ABLE N	NO LATER THAN 5/31/15
				FOB: TUOLUMNI	E, CA ~	TANKER-FILL-STATION
NO. of LOADS	GAL./LOAD	TOTAL GALLONS	SALE	PRICE/GAL		TOTAL SALES
2	6,500	13,000	\$		\$	
			· 1	OTAL DUE	\$	
Load No.	Date	Freight Bill No.			•	
1	04/14/15	184789				
2	04/27/15	213539				

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BILLING PERIOD: May 2015 BILLING DATE: 5/29/15 PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID. DUE & PAYABLE NO LATER THAN 6/30/15 FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

NO. of LOADS 2	GAL./LOAD 6,500	TOTAL GALLONS 13,000	\$ SALE PRICE/GAL	\$ TOTAL SALES
Load No.	Date	Freight Bill No.	TOTAL DUE	\$
1 2	05/12/15 5/22/2015	220180 203218		

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BILLING PERIOD: June 2015

BILLING DATE: 7/1/15

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

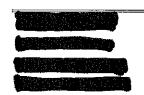
DUE & PAYABLE NO LATER THAN 7/31/15

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

NO. of LOADS	GAL./LOAD 6,500	TOTAL GALLONS 26,000	SALE PRICE/GAL \$	\$ TOTAL SALES
			TOTAL DUE	\$
Load No.	Date	Freight Bill No.		
1	06/01/15	203232		
2	06/09/15	210919		
3	06/10/15	210505		
4	06/12/15	211412		

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BILLING PERIOD: July 2015

BILLING DATE: 8/3/15

PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 8/31/15

FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

NO. of LOADS

GAL./LOAD 6,500

TOTAL GALLONS 13,000

SALE PRICE/GAL

\$

TOTAL SALES

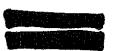
TOTAL DUE \$

Load No.

2

Date 07/06/15 07/17/15

Freight Bill No. 210537 218540



\$

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BILLING PERIOD: August 2015



PAYMENT DUE 30 DAYS FROM END OF BILLING PEROID.

DUE & PAYABLE NO LATER THAN 9/30/15 FOB: TUOLUMNE, CA ~ TANKER-FILL-STATION

NO. of LOADS	GAL./LOAD 6,500	TOTAL GALLONS 19,500	\$ SALE PRICE/GAL	\$ TOTAL SALES
			TOTAL DUE	\$
Load No. 1	Date 08/06/15	Freight Bill No. 219161		
2	08/20/15	210271		
3	08/25/15	210280	14 (4.50)	

State Water Resources Control Board
Division of Water Rights
Response to Order 2015-0028-DWR
In the Matter of Unauthorized Diversion by:

G. SCOTT FAHEY AND SUGAR PINE SPRING WATER LP

RESPONSE TO INFORMATION REQUEST 2(B)(4)

Customer XXXXXXXX Monthly Consumption 2014 – 2015

Month/Year	Consumption/Water Sold (AF = Acre-Feet)
May 2014	1.65 AF
June 2014	2.05 AF
July 2014	1.88 AF
August 2014	2.04 AF
September 2014	1.84 AF
October 2014	2.00 AF

November 2014	1.47 AF
December 2014	1.69 AF
January 2015	1.69 AF
February 2015	1.81 AF
March 2015	1.58 AF
April 2015	1.90 AF
May 2015	1.69 AF
June 2015	1.92 AF
July 2015	1.79 AF
August 2015	1.85 AF
TOTALS 2014-15	35.6 AF