

**AMENDMENT NO. 7**  
**TO**  
**AGREEMENT FOR DESIGN, CONSTRUCTION,**  
**USE, OPERATION, MAINTENANCE, REPAIR, AND**  
**REPLACEMENT OF COASTAL TREATMENT PLANT FOR**  
**AND ON BEHALF OF PROJECT COMMITTEE NO. 15,**  
**ALISO WATER MANAGEMENT AGENCY**  
**(THE "PC 15 AGREEMENT")**

THIS AMENDMENT NO. 7 to the PC 15 Agreement is entered into and effective as of this 1st day of April, 1999 (the "Execution Date"), by and among ALISO WATER MANAGEMENT AGENCY ("AWMA"), an entity created by that joint powers agreement entitled "Joint Exercise of Powers Agreement Creating Aliso Water Management Agency, Orange County, California (AWMA)" dated March 1, 1972 (the "Joint Powers Agreement"), on behalf of AWMA Project Committee No. 15, and the following participating member agencies of Project Committee No. 15:

- (a) South Coast Water District ("SCWD");
- (b) City of Laguna Beach ("CLB");
- (c) Emerald Bay Service District ("EBSD");

SCWD, CLB and EBSD are sometimes collectively referred to in this Amendment No. 7 as the "Original PC 15 Members"; and

- (d) Moulton Niguel Water District ("MNWD").

The foregoing entities are collectively in some instances referred to as the "PC 15 Members", or individually as "party" and collectively or in combination as "parties". All parties are member agencies of AWMA and parties to the Joint Powers Agreement.

## RECITALS

A. Project Committee No. 15 was formed to own and operate a regional sewage treatment plant known as the "Coastal Treatment Plant" (the "CTP"). The CTP wastewater treatment capacity is 6.7 million gallons per day (average dry weather flow rate). AWMA and the Original PC 15 Members previously entered into the PC 15 Agreement and Amendment Nos. 1, 2, 3, 4, 5 and 6 thereto, for the construction, financing, operation and maintenance of the CTP, as well as the construction and operation of SCWD's recycled water facilities located on the CTP site. As used herein, the term "Project Committee No. 15" includes any and all predecessor and successor project committees. The term "PC 15 Agreement" as used herein includes Amendment Nos. 1, 2, 3, 4, 5 and 6 thereto.

B. Under the Joint Powers Agreement, AWMA currently holds wastewater treatment capacity interests in the CTP formerly owned by Irvine Ranch Water District ("IRWD") during the period of IRWD's memberships in AWMA and Project Committee No. 15. IRWD formally withdrew from AWMA and all related project committees effective June 30, 1996. References in this Amendment No. 7 to "AWMA-held Capacity" is intended to refer to the former IRWD capacity interest in the CTP so-called 'Stage II' facilities, presently unusable capacity.

C. This Amendment No. 7 to the PC 15 Agreement is being entered into (i) to provide for MNWD's membership in Project Committee No. 15; and (ii) to provide for approval of transfers of capacity in the CTP to MNWD by SCWD and CLB.

D. MNWD has entered into separate agreements with, respectively, SCWD and CLB for MNWD to take assignment of, in the aggregate, an average annual 1.96 million gallons per day (mgd) average dry weather flow rate of wastewater treatment capacity in the CTP (the "1999 MNWD Capacity Transfers"), contingent upon the execution of this Amendment No. 7 and compliance with the terms and conditions set forth herein. The Original PC 15 Members desire to set forth their approval of the 1999 MNWD Capacity Transfers (as required by the Joint

Powers Agreement and the PC 15 Agreement) in accordance with the terms and conditions set forth in this Amendment No. 7.

The 1999 MNWD Capacity Transfers include capacity in the facilities used by the Original PC 15 Members for transport of solids to AWMA's Joint Regional Treatment Plant, the export sludge pipeline and all related pumping and transmission facilities, as well as the CTP access road.

E. Concurrently with the execution of this Amendment No. 7, CLB, MNWD and other AWMA member agencies are entering into Amendment No. 6 to Agreement for Acquisition of Capacity, Construction, Use, Operation and Maintenance of Outfall Facilities for Aliso Water Management Agency and for Such Agency on Behalf of Project Committee No. 11-A (the "PC 11-A Amendment") in order to transfer capacity in AWMA's outfall facilities to MNWD to correspond to the 1999 MNWD Capacity Transfers herein and facilitate the disposal of effluent generated by MNWD's use of capacity in the CTP. Concurrently with the execution of this Amendment No. 7 and the PC 11-A Amendment, AWMA and MNWD will memorialize in the "PC 18 Memorandum of Understanding" the release of an option to acquire up to 3,000 lbs/day of certain solids handling capacity in AWMA's Joint Regional Treatment Plant currently held by AWMA, but subject to IRWD's written approval of any such release. Terms governing the option release are set forth in Amendment No. 2 to Agreement for Preliminary Planning, Design, Construction, Use, Operation, Maintenance, Repair and Replacement of Additional Liquids and Solids Handling Facilities on Behalf of Project Committee No. 18 of Aliso Water Management Agency which was executed by AWMA, MNWD and IRWD to facilitate IRWD's withdrawal from AWMA and Project Committee No. 18. The PC 15 Members who are participating member agencies of AWMA's Project Committee No. 17 established for the ownership and operation of the AWMA Joint Regional Treatment Plant ("JRTP") are executing concurrently herewith Amendment No. 8 to the Agreement for Construction, Use, Operation, Maintenance, Repair and Replacement of Joint Regional Wastewater Reclamation and Sludge Solids Handling Facility on Behalf of Project Committee No. 17, Aliso Water Management

Agency to approve the transfer of a portion of SCWD's JRTP solids handling capacity to MNWD (the "PC 17 Amendment").

F. In order to publicly finance CLB's proportionate share of the CTP construction costs, AWMA issued the \$4,250,000 Coastal Treatment Plant Leasehold Revenue Bonds on July 18, 1979 (the "Revenue Bonds") to finance a portion of CLB's construction cost obligations for the CTP. In connection with the issuance of the Revenue Bonds, AWMA and CLB entered into that certain Public Facilities Lease dated July 1, 1979 to provide for AWMA's lease to CLB of CLB's capacity rights in the CTP upon completion of the CTP. CLB currently pays AWMA the Base Rental and Additional Rental as defined in and under the Public Facilities Lease to AWMA and, until the Revenue Bonds are otherwise paid or redeemed, shall pay such rental until the final maturity of the Revenue Bonds on July 1, 2008. In order to issue the Revenue Bonds, the Board of Directors of AWMA adopted Resolution No. 79-42 on July 18, 1979, entitled "Resolution Of The Aliso Water Management Agency Constituting Its Indenture Providing The Terms And Conditions For The Issuance Of \$4,250,000 Coastal Treatment Plant Leasehold Revenue Bonds (the "Indenture"). In Section 6.02 of the Indenture, AWMA covenants that it (i) shall not encumber, sell, lease, pledge or dispose of all or substantially all of CLB's capacity right in the "Project" (which term as defined in the Indenture and the Public Facilities Lease is CLB's capacity rights in the CTP), and (ii) shall use any payment resulting from a sale of any substantial part of the Project for the acquisition and/or construction of improvements or extensions of the Project, or use such funds to pay or call and redeem the Revenue Bonds and additional bonds in accordance with the Indenture and any supplemental indenture. The term "additional bonds" means the prior 1978 \$4,250,000 Aliso Water Management Agency Sewerage Facilities Revenue Bonds, Series A issued by AWMA on behalf of CLB.

G. AWMA, at the request of and on behalf of CLB, is undertaking a refinancing of the Revenue Bonds (as well as the "additional bonds" referred to in Recital F) through the issuance of refunding lease revenue bonds (the "1999 Refunding Bonds"). In accordance with the refinancing plan, the transfer of capacity in the CTP contemplated to occur from CLB to MNWD will occur subsequently to such refinancing. Under the terms of the refinancing, the

CLB CTP capacity transferred to MNWD will no longer be considered part of the refinancing project, nor subject to the refinanced Public Facilities Lease, or any resolution, indenture, or other document setting forth the terms of the 1999 Refunding Bonds.

G. In conjunction with AWMA's receipt of Clean Water Act grant funding for design and construction of the Joint Regional Treatment Plant ("JRTP") during (approximately) 1977, a condition of approval established by the State Water Resources Control Board (SWRCB) and the United States Environmental Protection Agency (EPA) provided as follows:

The Grantee [AWMA] agrees that in conformance with the facilities plan, the Moulton-Niguel Water District (MNWD) will abandon all treatment capacity in the jointly operated South Coast County Water District and Moulton-Niguel Water District treatment plant when construction of the new MNWD ID 1-A treatment plant is complete and the treatment plant is fully operable.

MNWD is willing to assume any and all obligations and liability that could arise from the existence of the above-described grant conditions (hereinafter the "Grant Condition") in light of the 1999 MNWD Capacity Transfers.

NOW, THEREFORE, the parties, in consideration of the mutual covenants herein, agree as follows:

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## AGREEMENT

### I. MNWD PROJECT COMMITTEE NO. 15 MEMBERSHIP

Section 1.1 MNWD Membership. The Original PC 15 Members approve MNWD's membership within Project Committee No. 15, as well as related Project Committee No. 15-C, the CTP access road, subject to the terms and conditions set forth in this Amendment No. 7. Upon the Original PC 15 Members' and MNWD's execution of this Amendment No. 7 and the satisfaction of the conditions set forth herein, MNWD shall be a member of Project Committee No. 15, subject to all the rights, duties and obligations applicable to PC 15 Members. As of the Effective Date (defined hereafter) in Section 1.2, and except as set forth in Section 1.4 below, MNWD acknowledges and assumes the rights, duties and obligations set forth in all Project Committee No. 15 agreements and contracts, and all amendments to those documents, and all other obligations whether written or otherwise of Project Committee No. 15 or of AWMA's which are expressly or impliedly on behalf of Project Committee No. 15, including Project Committee No. 15-C matters. MNWD's assumption of said rights, duties and obligations will be in proportion to the 1999 MNWD Capacity Transfers, in accordance with the Joint Powers Agreement.

Section 1.2 Capacity Transfer - Conditions. MNWD's membership in Project Committee No. 15 and the Original PC 15 Members' approval of the 1999 MNWD Capacity Transfers shall be deemed effective (the "Effective Date") only upon the satisfaction of the following conditions:

(a) Execution of separate CTP capacity assignment agreements between MNWD and, respectively, SCWD and CLB, and satisfaction of all contingent conditions required for the effectiveness and enforceability of each such agreement. The individual agreements shall have been reviewed and approved by AWMA's General Manager in advance of execution. This review is intended to ensure the terms of such individual transfer agreements are not in conflict with the Joint Powers Agreement, PC 15 Agreement, or any other terms and conditions

applicable to AWMA or Project Committee No. 15 with respect to the 1999 MNWD Capacity Transfers. MNWD will provide executed copies of the assignment agreements to AWMA as soon as possible. MNWD shall provide written notice to AWMA confirming the Effective Date.

(b) (i) Execution of the PC 11-A Amendment as described in Recital E above, and the satisfaction of all contingent conditions required for the effectiveness and enforceability of such amendment as forth therein.

(ii) Execution of the PC 18 Memorandum of Understanding as described in Recital E above, and the satisfaction of all contingent conditions required for the effectiveness and enforceability of such amendment as set forth therein.

(iii) Execution of the PC 17 Amendment as described in Recital E above, and the satisfaction of all contingent conditions required for the effectiveness and enforceability of such amendment as set forth therein.

(c) As further described in Section 1.2 of this Agreement, MNWD's reimbursement of the transfer costs to AWMA.

(d) MNWD's assumption of its proportionate share of the Project Committee No. 15 budgetary obligations for the capital project costs, and operation and maintenance costs (if any), commencing with the budget for fiscal year 1999-2000, all in accordance with AWMA's regular budgetary proceedings. AWMA will credit MNWD for the capital project deposits set forth in Exhibit A to this Amendment No. 7 upon MNWD's deposit of such amounts with AWMA, which are due on or before the Effective Date. Upon receipt of such funds from MNWD, AWMA will release equivalent funds to CLB and SCWD in the amounts set forth in Exhibit A.

(e) The filing of a Negative Declaration for the 1999 MNWD Capacity Transfers (and other AWMA facility capacity transfers accomplished through the execution of the PC 11-A Amendment and PC 17 Amendment) under the California Environmental Quality Act by

AWMA, the expiration of the statute of limitations period of thirty (30) days from such filing, and the absence of litigation challenging such capacity transfers and/or the Negative Declaration.

Section 1.2 MNWD Transfer Cost Obligation. MNWD agrees to pay the legal costs and expenses incurred by AWMA for the preparation of this Amendment No. 7, and all proceedings, meetings and other work related to the 1999 MNWD Capacity Transfers, whether or not MNWD becomes a member of Project Committee No. 15 under this Amendment No. 7 and whether or not the 1999 MNWD Capacity Transfers become effective. Upon MNWD's execution of this Amendment No. 7, MNWD will pay AWMA for all legal bills previously invoiced to and/or paid by AWMA for the 1999 MNWD Capacity Transfers matter not previously paid by MNWD. AWMA shall provide MNWD with copies of the legal services invoices to be paid by MNWD at least fifteen (15) calendar days prior to the payment deadline. After the Effective Date, MNWD shall pay any further such amounts within thirty (30) calendar days of receipt of AWMA's written request, which request shall include copies of the legal services invoices.

All engineering, legal, environmental, regulatory or other fees, costs, or expenses incurred by any individual PC 15 Member for that member's own review and approval of this Amendment No. 7 or any other matter associated with the 1999 MNWD Capacity Transfers are not considered an obligation or cost of AWMA or Project Committee No. 15 or MNWD (unless incurred by MNWD as its own costs) and shall be paid for by such Project Committee No. 15 Member from its own funds and not from any funds on deposit with AWMA for Project Committee No. 15.

Notwithstanding any other term in this Amendment No. 7, MNWD's payment obligation under this Section 1.2 is unconditional and is effective as of the Execution Date, and is not subject to any contingent condition, including but not limited to MNWD's membership in Project Committee No. 15 and the effectiveness and enforceability of the capacity assignment agreements described in Section 1.1(a).



Section 1.3. MNWD Responsibility - Grant Condition. Any and all liabilities, costs, judgments, attorneys fees and obligations that may occur as a result of or in connection with enforcement actions and orders, claims or causes of action related to, arising out of, or in connection with, the Grant Condition as applied to the 1999 MNWD Capacity Transfers shall be the responsibility of MNWD.

In addition to the obligation set forth above, MNWD shall defend, indemnify, and hold harmless AWMA, and each AWMA member agency, and each of their elected officials, officers, employees, agents, and volunteers, from any and all orders, claims, demands, causes of action, liability, loss or damage, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to the Grant Condition as applied to the 1999 MNWD Capacity Transfer. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of AWMA and each AWMA member agency, and each of their elected officials, officers, employees, agents, and/or volunteers for all legal expenses and costs incurred by each of them.

## II. 1999 MNWD CAPACITY TRANSFERS/ALLOCATION OF CAPACITY OWNERSHIP

Section 2.1 Capacity Ownership - Original PC 15 Members. As of the Execution Date, the CTP wastewater treatment capacity is currently allocated among the Original PC 15 Members as set forth in Table 1 below:

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**TABLE 1**  
**CTP Wastewater Capacities.**

PC 15 Member	Wastewater Treatment Capacity (mgd)*	Percentage (%)
SCWD	2.5	37.31
CLB	4.0	59.70
EBSD	0.2	2.99
AWMA-held capacity <sup>1</sup>	[1.4]	NA
<b>TOTAL</b>	<b>6.7 mgd</b>	<b>100%</b>

\* - average dry weather flow rate, million gallons per day.  
<sup>1</sup> - 1.4 mgd capacity interest re future Stage II capacity facilities

Section 2.2 1999 MNWD Capacity Transfers. As required by Section 30 entitled Project Facilities of the Joint Powers Agreement, the Original PC 15 Members approve the 1999 MNWD Capacity Transfers as set forth below in Table 2. The 1999 MNWD Capacity Transfers shall be effective as of the Effective Date (defined in Section 1.1). MNWD assumes all rights, duties and obligations attendant to the exercise of the capacity rights MNWD has in the CTP pursuant to the 1999 MNWD Capacity Transfers.

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<b>TABLE 2</b> <b>CTP Capacity Transfers to MNWD</b>	
<b>PC 15 Transferor</b>	<b>Wastewater Treatment Capacity Transferred (mgd)*</b>
<b>SCWD</b>	0.5
a. <b>CLB: July 1 through August 30</b>	1.25
b. <b>CLB: September 1 through June 30</b>	1.50
c. <b>Average Annual</b>	1.46
<b>TOTAL</b>	1.96 <sup>1</sup> mgd

\* - average dry weather flow rate, million gallons per day.  
<sup>1</sup> - average annual aggregate

Section 2.3 CLB Nuisance Water Diversion. AWMA's National Pollution Discharge Elimination System (NPDES) Permit, San Diego Regional Water Quality Control Board Order No. 95-107 dated December 15, 1995 (the "NPDES Permit") recognizes that CLB annually diverts nuisance water to the CTP from Memorial Day through the end of September.

In order to facilitate CLB's continued seasonal diversion of nuisance water to the CTP as permitted by the NPDES Permit during periods of high seasonal wastewater discharges subsequent to the 1999 MNWD Capacity Transfers, MNWD and CLB agree CLB may use up to 0.45 mgd of CLB's CTP capacity transfer to MNWD set forth in Section 2.2 on any day (the "Diversion Capacity") during the period from April 15 through and including October 31 (the "Diversion Period"). CLB's use of the Diversion Capacity during the Diversion Period is subject to all the following conditions:

- (i) AWMA secures renewal of the NPDES Permit permitting CLB's use of the Diversion Capacity during the Diversion Period.
- (ii) CLB's use of the Diversion Capacity will not exceed 0.45 million gallons on any day during the Diversion Period.

(iii). CLB agrees to continue to pay all annual operation and maintenance expenses during any Diversion Period associated with the use of the Diversion Capacity in accordance with the Project Committee No. 15 approved budgetary and payment procedures. MNWD shall have no responsibility for the payment of such expenses. For purposes of budgetary cost allocations under this subsection (iii), the Diversion Capacity is treated no differently from wastewater capacity.

(iv) Recognizing the priority use of CTP capacity to treat wastewater generated by the PC 15 Members, upon the occurrence of the following event, CLB's use of the Diversion Capacity during any Diversion Period will terminate, at no cost to any other PC 15 Member: the NPDES Permit or any other regulatory or other legal requirement mandates termination of CLB's use of the Diversion Capacity.

The PC 15 Members consent to CLB's use of the Diversion Capacity in accordance with the terms and conditions set forth above.

Section 2.4 Capacity Allocation. Upon the Effective Date, the wastewater treatment capacity (excluding the AWMA-held capacity) shall be allocated among the PC 15 Members as set forth in Table 3 below, which shall be used to make annual capital project determinations in accordance with the PC 15 Agreement and AWMA's budgetary procedures.

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<b>TABLE 3</b>		
<b>CTP Wastewater Capacity Ownership</b>		
<b>Member</b>	<b>Capacity (mgd)*</b>	<b>Percentage (%)</b>
SCWD	2.0	29.85
CLB	2.54	37.91
EBSO	0.2	2.99
MNWD	1.96	29.25
AWMA-held capacity <sup>1</sup>	[1.4]	NA
<b>TOTAL</b>	<b>6.7 mgd</b>	<b>100%</b>

\* - average dry weather flow rate, million gallons per day.  
<sup>1</sup> - 1.4 mgd capacity Interest re future Stage II capacity facilities

**Section 2.5 MNWD Capital Projects Deposit.** In accordance with the individual assignment agreements MNWD has executed with, respectively, CLB and SCWD for the 1999 MNWD Capacity Transfers, MNWD will deposit certain funds with AWMA for the Project Committee No. 15 capital projects and costs depicted in Exhibit A to this Amendment No. 7. These costs relate to the 1999 MNWD Capacity Transfers and have been included in the consideration paid by MNWD to, respectively, CLB and SCWD, for the 1999 MNWD Capacity Transfers under the assignment agreements. Upon receipt of such amounts from MNWD, AWMA will reimburse CLB and SCWD each such agency's proportionate share set forth in Exhibit A.

### **III. GENERAL**

**Section 3.1** The execution and delivery of this Amendment No. 7 is subject to the concurrent execution and delivery of the following agreements of even date herewith:

- (i) Amendment No. 6 to Agreement for Acquisition of Capacity, Construction, Use, Operation and Maintenance of Outfall Facilities for

Aliso Water Management Agency and for Such Agency on Behalf of Project Committee No. 11-A;

- (ii) Memorandum of Understanding between Irvine Ranch Water District, Moulton Niguel Water District and Aliso Water Management Agency Regarding Solids Handling Facilities at AWMA Joint Regional Treatment Plant; and
- (iii) Amendment No. 8 to the Agreement for Construction, Use, Operation, Maintenance, Repair and Replacement of Joint Regional Wastewater Reclamation and Sludge Solids Handling Facility on Behalf of Project Committee No. 17, Aliso Water Management Agency.

Section 3.2 Successors. The PC 15 Agreement and this Amendment No. 7 shall be binding on and shall inure to the benefit of the parties and their successors.

Section 3.3 PC 15 Agreement. Except as modified herein, all other terms and conditions of the PC 15 Agreement shall remain in full force and effect. To the extent that provisions of this Amendment No. 7 are inconsistent or in conflict with the provisions of the PC 15 Agreement, this Amendment No. 7 shall be controlling.

Section 3.4 Recitals/Exhibits. The parties each represent and agree the Recitals are true and correct. The Recitals are incorporated into this Amendment No. 7. Exhibit A is attached and incorporated into this Amendment No. 7.

Section 3.5 Waiver. No waiver of any default by a party or parties shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

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THIS AMENDMENT NO. 7 is entered into by each of the parties as of the Execution Date defined above.

**ALISO WATER MANAGEMENT AGENCY**

By Wynne A. Feylin  
Chairman

Dated: 10/7/99, 1999

By David A. Lavetta  
Secretary

**SOUTH COAST WATER DISTRICT**

By \_\_\_\_\_  
President/Vice-President

Dated: \_\_\_\_\_, 1999

By \_\_\_\_\_  
Secretary/Assistant Secretary

**CITY OF LAGUNA BEACH**

By \_\_\_\_\_  
City Manager

Dated: \_\_\_\_\_, 1999

By \_\_\_\_\_  
City Clerk

THIS AMENDMENT NO. 7 is entered into by each of the parties as of the Execution Date defined above.

**ALISO WATER MANAGEMENT AGENCY**

By \_\_\_\_\_  
Chairman

Dated: \_\_\_\_\_, 1999

By \_\_\_\_\_  
Secretary

**SOUTH COAST WATER DISTRICT**

By Richard J. Remy  
President/Vice-President

Dated: 10/7/99, 1999

By Michelle P. Santor  
Secretary/Assistant Secretary

**CITY OF LAGUNA BEACH**

By \_\_\_\_\_  
City Manager

Dated: \_\_\_\_\_, 1999

By \_\_\_\_\_  
City Clerk



THIS AMENDMENT NO. 7 is entered into by each of the parties as of the Execution Date defined above.

**ALISO WATER MANAGEMENT AGENCY**

By \_\_\_\_\_  
Chairman

Dated: \_\_\_\_\_, 1999

By \_\_\_\_\_  
Secretary

**SOUTH COAST WATER DISTRICT**

By \_\_\_\_\_  
President/Vice-President

Dated: \_\_\_\_\_, 1999

By \_\_\_\_\_  
Secretary/Assistant Secretary

**CITY OF LAGUNA BEACH**

By Kenneth Ford  
City Manager

Dated: April 15, 1999

By Thomas L. Pellegrini  
City Clerk

**EMERALD BAY SERVICE DISTRICT**

By *Tim Clifton*  
President/Vice-President

Dated: April 23, 1999

By *John R. [Signature]*  
Secretary/Assistant Secretary

**MOULTON NIGUEL WATER DISTRICT**

By \_\_\_\_\_  
President/Vice-President

Dated: \_\_\_\_\_, 1999

By \_\_\_\_\_  
Secretary/Assistant Secretary

**EMERALD BAY SERVICE DISTRICT**

By \_\_\_\_\_  
President/Vice-President

Dated: \_\_\_\_\_, 1999

By \_\_\_\_\_  
Secretary/Assistant Secretary

**MOULTON NIGUEL WATER DISTRICT**

By   
President/Vice-President

Dated: 9/16/99, 1999

By   
Secretary/Assistant Secretary

**Exhibit A**

**(PC 15 CAPITAL COSTS DEPOSIT BY MNWD)**

<u>Capital Project</u>	<u>MNWD Deposit</u>	<u>AWMA Reimbursement</u>
1. New Sludge Force Maim	\$619,090	CLB: \$457,090 SCWD: \$162,000
2. Foul Air System (CTP)	\$197,980	CLB: \$141,480 SCWD: \$ 56,500
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<b>TOTAL:</b>	<b>\$817,070</b>	<b>CLB: \$598,570 SCWD: \$218,500</b>