

**AGREEMENT TO SHARE COSTS
FOR THE FEASIBILITY STUDIES AND TESTING OF
THE 91ST AVENUE ADVANCED WATER PURIFICATION FACILITY**

1. PARTIES:

This Agreement to Share Costs for the Feasibility Studies and Testing of the 91st Avenue Advanced Water Purification Facility (“Agreement”), is by and among those entities listed in Exhibit A which execute this Agreement and the City of Phoenix (“Phoenix”). Phoenix and the other parties are referred to collectively as “Parties” and individually as “Party”.

2. RECITALS:

This Agreement is made regarding the following:

- 2.1. The Parties to this Agreement are water providers serving clean, safe, and reliable water supplies to their customers within municipal areas of the State of Arizona.
- 2.2. Serving populations that reside in the Sonoran Desert, the Parties have long recognized the importance of resilient water supplies, and the Parties have supported and financially contributed to the development of water supplies, planning years and decades before the need for such supplies, resulting in a lengthy history of reliable water supplies and economic growth.
- 2.3. The Parties have supported and complied with Arizona’s innovative groundwater management laws, with their emphasis on water conservation, which support has led to the reduction of the Parties’ gallons per capita per day water consumption rate and to the Parties’ ability to serve significantly greater populations today with less water than was used thirty years ago. The Parties have also supported the State’s Assured Water Supply program as sound policy, as a protection to their residents, and as an important economic development tool.
- 2.4. Despite the Parties’ efforts, stresses on the Parties’ available water supplies continue, most notably Colorado River water available through the Central Arizona Project.
- 2.5. The Parties recognize that one of the most significant and reliable water supplies readily available in the State is uncommitted wastewater and that current advanced water purification technology, as well as the regulatory environment, has now advanced so as to allow that water to be treated for safe direct use.

- 2.6. The 91st Avenue Wastewater Treatment Plant (“91st Ave. WWTP”) is the largest wastewater treatment plant in the State. It is owned by the Cities of Glendale, Mesa, Phoenix, Scottsdale, and Tempe (“91st Ave. Cities”). The 91st Ave. WWTP currently produces significant supplies of uncommitted wastewater, which may legally be used by the 91st Ave. Cities in accordance with *Arizona Pub. Serv. Co. v. Long*, 160 Ariz. 429, 773 P.2d 988 (1989). Thus, the 91st Ave. WWTP is a likely location for an advanced water purification facility (“AWPF”).
- 2.7. The Parties recognize that Parties other than the 91st Ave. Cities may be benefitted by an AWPF through exchange, contractual arrangements, and other water management tools.
- 2.8. The Parties have previously entered a non-binding Memorandum of Understanding to Investigate a Regional Advanced Water Purification Study, dated November 27, 2023, and now wish to terminate that Memorandum and enter into a binding agreement that will advance the design, construction, and governance of an operating multi-party AWPF that produces water that meets all applicable regulatory requirements and that may safely be introduced directly into potable water systems (“Project”).

3. AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. INCORPORATION OF RECITALS:

The recitals listed above are hereby incorporated into and expressly made part of this Agreement.

5. RESERVATION OF EXISTING RIGHTS:

- 5.1 Each Party recognizes that entering into this Agreement does not ensure to it any right to water or a water supply in the future. Each Party recognizes the risks of this Project and the possibility that studies and/or testing or other circumstances may establish that an AWPF is not feasible. Each Party bears its own risk and agrees that no monies will be refunded if the Project does not move forward, except for any monies contributed that have not been expended or otherwise obligated for payment.
- 5.2 To the extent that an AWPF is determined to be feasible and is constructed, the Parties shall

enter into negotiations and work in good faith to establish an agreement that governs the use of the AWPf. Any such agreement must provide for the use of outflows from the AWPf by the Parties in a ratio that is substantially similar to the Potential Flow Ownership percentages set forth in Exhibit B, as Exhibit B may be amended from time-to-time as provided by this Agreement.

- 5.3 Nothing in this Agreement alters or is intended to alter any Party's existing contractual rights, duties or obligations or any Party's existing rights to water, including and expressly under, but not limited to, *Arizona Pub. Serv. Co. v Long*, 160 Ariz. 429, 73 P.2d 988 (1989).

6. SCOPE:

- 6.1 This Agreement sets terms and conditions for (1) the process for formation of and participation in the Steering Committee with the goal of advancing the Project; (2) determining estimated costs the Parties expect to pay in support of advancing the Project; (3) how the costs will be shared among the Parties; (3) the process to remit payment; (4) process for identifying and applying for any federal or state funds that may be available to be applied toward the Project; and (5) the process for voluntary departure, removal, and addition of parties to this Agreement.

- 6.2 A Projected Scope of Work to be undertaken under this Agreement is set forth in Exhibit E. Exhibit E is subject to changes as necessary to achieve the goal of advancing the Project.

7. EFFECTIVE DATE AND TERM OF AGREEMENT:

- 7.1. This Agreement is effective and binding upon its execution by Phoenix and at least one other Party ("Effective Date"). For any Party other than Phoenix and the first Party other than Phoenix to execute it, this Agreement is effective and binding upon execution by that Party. This Agreement remains effective until terminated as provided in Subparagraph 7.2.

- 7.2. This Agreement terminates upon the earliest of the following occurrences: (i) Phoenix determines that it will not pursue the AWPf further and provides 30-days' notice of that determination to the other Parties; (ii) all parties other than Phoenix have withdrawn or been removed from this Agreement in conformance with Paragraph 13; (iii) the Steering Committee unanimously votes to terminate this Agreement; or (iv) a governance or subsequent agreement for the AWPf is executed which, in its terms, terminates this Agreement.

8. PROJECT OPERATING AND FINANCIAL MANAGER:

Phoenix holds the majority share of Potential Flow Ownership, as set out in Exhibit B, and

therefore, under the terms of this Agreement, will pay a majority of the costs for the Project. For this reason, Phoenix will serve as the operating and financial manager of the Project as set out in this Agreement. Among other duties and responsibilities set forth in this Agreement, Phoenix will collect, hold, and account for the contributions submitted by the other Parties, and will pay all expenses for the Project out of those funds and the funds contributed by Phoenix in accordance with this Agreement.

9. ADMINISTRATIVE REPRESENTATIVES:

Within thirty calendar days after a Party's execution of this Agreement, that Party shall designate in writing to Phoenix by electronic mail, an Administrative Representative and an Administrative Alternate to administer this Agreement on behalf of the designating Party. Written notice of a change of an Administrative Representative or Administrative Alternate must be provided to Phoenix within thirty calendar days of such change. The Administrative Alternate may act only in the absence of the Administrative Representative. Neither the Administrative Representatives nor the Administrative Alternates have authority to amend, modify, or supplement this Agreement. Decisions of the Administrative Representatives pursuant to this Agreement must be in writing and signed by them. Phoenix will maintain a record of the Parties' Administrative Representatives and Administrative Alternates and regularly notify the other Parties of those Representatives, Administrative Alternates, and any changes to those Representatives or Administrative Alternates.

10. STEERING COMMITTEE:

10.1. Within thirty calendar days after a Party's execution of this Agreement, that Party shall designate in writing to Phoenix, by electronic mail, a representative to serve on the Steering Committee ("Steering Committee Representative") and an alternate to serve on the Steering Committee ("Steering Committee Alternate"). Written notice of a change of a Steering Committee Representative or Steering Committee Alternate must be provided to Phoenix within thirty calendar days of such change. The Steering Committee Alternate may act only in the absence of the Steering Committee Representative. Unless otherwise authorized by the Steering Committee, each Party shall ensure that only its Steering Committee Representative or Steering Committee Alternate participates in meetings of the Steering Committee. Steering Committee Representatives and Steering Committee Alternates are expected to be individuals with senior positions within the organizational structure of each Party, such as director-level positions, and may be the same or different from the Administrative Representatives and Administrative Alternates identified in Paragraph 9. Phoenix will maintain a record of the Parties' Steering Committee Representatives and Alternates and regularly notify the other Parties of those Steering Committee Representatives, Alternates, and any changes to those Representatives or Alternates.

- 10.2. Phoenix shall convene the Steering Committee within thirty calendar days after the execution of this Agreement by at least five Parties or within 120 days after the Effective Date, whichever occurs earlier, and develop roles, responsibilities, meeting schedules, and other guidelines to govern the Steering Committee within sixty calendar days of that initial meeting of the Steering Committee.
- 10.3. Phoenix will develop a plan of work to advance the Project and will submit the plan to the Steering Committee for comments and input. Phoenix will work in good faith to incorporate Steering Committee comments and input to the extent that the comments and input of the Steering Committee do not, in Phoenix's sole determination, impede progress on the Project. The Work Plan may include hiring consultants, engineers, attorneys, and other professionals necessary to undertake feasibility studies, develop governance documents, develop a demonstration facility, and any other step necessary to advance the Project. The Steering Committee will regularly provide input on the Project, review the scope and direction of the Project against the Project's aims and objectives, and monitor Project progress and efficiency.
- 10.4. Phoenix shall chair the Steering Committee and provide staff for the Steering Committee as determined necessary by Phoenix. Phoenix shall procure consultants, engineers, attorneys, and other professionals as it determines necessary with Steering Committee input. In case of a disagreement among the Parties as to the selection of a consultant, engineer, attorney, and other professional, Phoenix will resolve the disagreement by selecting the consultant, engineer, attorney, and other professional most suitable for the contracted task, in Phoenix's determination. All procurement shall be conducted in accordance with state law, the Phoenix City Code, and City of Phoenix policies and administrative regulations.
- 10.5. Except as provided by Subparagraphs 10.4 and 13.4, all Steering Committee decisions will be made by majority vote of the members. An abstention will not be counted as an affirmative or a negative vote. In the event of an even split during a Steering Committee vote, Phoenix shall act as the tie-breaking vote. The votes of all members will be of equal weight, except that any two members of the Steering Committee, including Phoenix, may call for weighted voting prior to any vote. In such case of a call for weighted voting, the voting shall be in accordance with the Potential Flow Ownership percentages as set forth on Exhibit B, and a vote total greater than 50% of the Potential Flow Ownership percentages is required to adopt any motion.
- 10.6. The Steering Committee shall revise and update the Exhibits to this Agreement as specified in this Agreement. The revised Exhibits are effective and become a part of this

Agreement when approved by the Steering Committee without the Parties executing an amendment to the Agreement. In the event of a conflict between this Agreement and any Exhibit, the Agreement shall control. With the exception of revising Exhibits in accordance with this Subparagraph 10.6, the Steering Committee may not amend this Agreement.

11. ESTIMATED COSTS:

- 11.1. The Parties agree to contribute funding towards the estimated cost for the Project as set forth in this Agreement (“Initial Estimated Cost”). The Initial Estimated Cost for the Project for the remainder of Fiscal Year 2023-24 through Fiscal Year 2024-25 will not exceed \$3,000,000.00 (three million dollars). For the purposes of this Agreement, a “Fiscal Year” means each twelve-month period commencing on July 1 and ending on June 30.
- 11.2. Beginning in 2024 and in each year after, Phoenix will determine the estimated cost for the Project for the next Fiscal Year no later than October 15 and will inform the other Parties of that amount and provide supporting information by October 15. The estimated cost for the Project for the following Fiscal Year shall be discussed by Steering Committee during its October meeting. After discussion, the Steering Committee will adopt or reject the estimated cost. Once approved, the estimated cost for the following Fiscal Year (“Annual Estimated Cost”) is binding upon the Parties unless otherwise approved by the Steering Committee.
- 11.3. The Parties shall share the cost of the Project in proportion to the Potential Flow Ownership ratios set out in Exhibit B. Each Party’s initial contribution is set out in Exhibit C and is determined by multiplying the Initial Estimated Cost by that Party’s Potential Flow Ownership percentage (“Initial Contribution Level”). Subsequent contributions will be determined by multiplying the Annual Estimated Cost by each Party’s Potential Flow Ownership percentage (“Annual Contribution Level”). Each Party shall submit its Initial Contribution Level and its Annual Contribution Levels as described in Paragraph 14.
- 11.4. As necessary, Phoenix shall present updates to the Steering Committee regarding: (1) information relevant to the Initial Estimated Cost and Annual Estimated Cost, (2) availability of federal or state funding, and (3) anticipated Annual Estimated Cost for subsequent Fiscal Years. These updates will be provided based on information and analysis developed by Phoenix. Phoenix will notify the Steering Committee of any identified change in total Project cost at the next scheduled Steering Committee.
- 11.5. Phoenix shall provide the Steering Committee with written reports of expenditures of

all contributed costs at least annually.

12. REVISION OF EXHIBITS:

- 12.1. If an entity listed on Exhibit A fails to execute this Agreement within 120 days of Phoenix's execution of the Agreement, it will be assumed that the entity is no longer interested in participating in the Project. Phoenix will convene a meeting of the Steering Committee, and the Steering Committee will revise Exhibit A by removing the entity that did not execute the Agreement and Exhibit B by reassigning that entity's Potential Flow Ownership percentage to other Parties to this Agreement.
- 12.2. If Exhibit B is revised by the Steering Committee, the Steering Committee shall revise the Parties' Initial Contribution Level on Exhibit C by multiplying the Initial Cost Estimate by each Party's revised Potential Flow Ownership percentage.
- 12.3. If a Party voluntarily withdraws from this Agreement in accordance with Subparagraph 13.1 or is removed from this Agreement in accordance with Subparagraph 13.2, Phoenix will convene a meeting of the Steering Committee, and the Steering Committee will revise Exhibit B by reassigning the removed or withdrawn Party's Potential Flow Ownership percentage to other Parties to this Agreement.

13. VOLUNTARY WITHDRAWAL; REMOVAL; AND ADDITION OF PARTIES:

- 13.1. A Party that no longer wishes to be a Party to this Agreement may withdraw by giving Phoenix thirty calendar days' notice under Paragraph 17 ("Voluntary Departure"). Phoenix will notify the other Parties of the withdrawal within five days of receipt of the withdrawal.
- 13.2. The Steering Committee may remove a Party from the Agreement if the Steering Committee determines that the Party is not acting in good faith or otherwise unnecessarily interfering with advancing the Project.
- 13.3. Any Party that leaves this Agreement through Voluntary Departure under Subparagraph 13.1 or that is removed from the Agreement under Subparagraph 13.2 shall be responsible for all financial obligations under this Agreement through the remainder of the Fiscal Year in which the Voluntary Departure or removal occurs but will have no further financial obligations beyond that Fiscal Year under this Agreement.
- 13.4. The Steering Committee may add a Party to the Agreement upon request from an entity to support the Project. Prior to the Steering Committee meeting during which adding a

Party to the Agreement will be considered, Phoenix, in consultation with the interested entity and the Steering Committee, shall determine the Potential Flow Ownership for the entity, the extent to which the addition of the party would diminish the Potential Flow Ownership of the existing Parties, and the total estimated cost contributions the entity would have been required to submit if the entity had been a party to the Agreement from the date Phoenix executed this Agreement (“New Party Contribution”). Notwithstanding Paragraph 10 of this Agreement, if the addition of the party will diminish the Potential Flow Ownership of the existing Parties, the addition of the party must be approved by an equal-weighted vote of at least 67% of the Steering Committee members. If the Steering Committee approves adding a Party, the entity added shall submit its New Party Contribution in accordance with Paragraph 14 within 30 days of the entity’s execution of this Agreement. The new entity is not a Party to this Agreement until the payment is received by Phoenix. Upon adding a Party to this Agreement under this Subparagraph 13.4, the Steering Committee shall update Exhibits A, B, and D accordingly.

- 13.5. Phoenix shall use the New Party Contribution for future expenses of the Project. Subsequent contributions by the other Parties, including Phoenix, shall be reduced in proportion of the Potential Flow Ownership ratio set out in Exhibit B as that Exhibit provided immediately prior to adding the new Party.

14. PAYMENT:

- 14.1. Phoenix shall invoice each Party at its Initial Contribution Level as identified in Exhibit C within 60 days of that Party’s execution of this Agreement. Each Party shall pay Phoenix at least 50% of that Party’s Initial Contribution Level within 90 days of its receipt of the invoice. For any Party that does not pay the full Initial Contribution Level within 90 days of receipt of the invoice, Phoenix will include any remaining balance for that Party on the invoice for that Party’s Annual Estimated Cost for Fiscal Year 2025-26 as described in Subparagraph 14.2. Any Party with an outstanding balance for its Initial Contribution Level shall pay that outstanding balance, along with its Annual Contribution Level for Fiscal Year 2025-26, by July 31, 2025.
- 14.2. By April 1 of each year, Phoenix shall invoice each Party at its Annual Contribution Level based on the Annual Estimated Cost established by the Steering Committee during the previous October as set forth in Subparagraph 11.2. Each Party shall pay its Annual Contribution Level by July 31 of the year in which it receives the invoice.
- 14.3. Any invoices not paid when due are delinquent and will bear interest at the Wall Street Journal Prime Rate, on the date the invoice was due plus 5% (Wall Street Journal Prime

Rate plus 5%) per annum from the date when the bill was due until the bill is paid in full (including any accrued interest). In the event the Wall Street Journal no longer publishes the Wall Street Journal Prime Rate, a majority of the Administrative Representatives shall select an appropriate substitute.

- 14.4. In the event any portion of any bill is disputed, to the extent the disputing Party has the legal authority to pay, the disputed amount shall be paid under protest when due and shall be accompanied by a written statement indicating the basis for the protest. If the protest is found to be valid by the Steering Committee, the Party shall be refunded any overpayment plus interest, accrued at the rate set forth in Subparagraph 14.3, prorated by days from the date payment was received by Phoenix to the date the refund check is mailed.
- 14.5. In the event that this Agreement is terminated under Subparagraph 7.2, Phoenix shall refund each Party for any amount that Party paid under this Paragraph 14 that has not yet been expended or obligated for payment.

15. DISPUTE RESOLUTION; CHOICE OF LAW:

- 15.1. Any dispute under this Agreement shall first be submitted to the Steering Committee for resolution. The Steering Committee shall make all reasonable efforts to resolve the dispute. If the matter cannot be resolved by the Steering Committee, any Party may bring suit upon the matter, provided however, that it is expressly agreed that the venue shall only be in Maricopa County Superior Court or its successor court.
- 15.2. This Agreement is governed and construed in accordance with the laws of the State of Arizona and any applicable federal law.
- 15.3. In the event of any future dispute or action arising under this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs incurred therein, including expert witness fees.
- 15.4. Pending the resolution of a dispute, the Parties shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement. Amounts paid by a Party under Paragraph 14 during the pendency of such dispute shall be subject to refund and adjustment upon a final resolution of any dispute involving an amount due.

16. UNCONTROLLABLE FORCES:

No Party shall be considered to be in default in the performance of any of its obligations hereunder if failure of performance is due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or nonaction by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing herein shall be construed so as to require any Party to settle any strike or labor dispute in which it is involved. Any party rendered unable to fulfill any obligation hereunder by reason of an uncontrollable force shall exercise due diligence to remove such inability.

17. NOTICE; CHANGE OF NAME OR ADDRESS:

17.1. Except for invoices, all notices, requests, demands, and other communications under this Agreement shall be by electronic mail and shall be deemed to have been received when delivered, addressed as set forth in Exhibit D. All invoices shall be delivered by U.S. first class mail, addressed as set forth in Exhibit D.

17.2. Any Party may change the addressee or address to which communications or copies are to be sent by giving notice of such change under Subparagraph 17.1.

18. SEVERABILITY:

Should any part of this Agreement be declared, in a final decision by a court or tribunal of competent jurisdiction, to be unconstitutional, invalid, or beyond the authority of a Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect and reformed, provided that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

19. WAIVER:

The failure of any Party to insist on any one or more instances upon strict performance of any of the obligations of the other pursuant to this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of the performance of any such obligation or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

20. BINDING AGREEMENT:

All of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their heirs, successors and assigns; provided, however, that no Party shall assign its rights and obligations under this Agreement to another entity without the written consent of the other Parties. Such consent to assignment shall not, however, be unreasonably withheld, conditioned, or delayed.

21. NO THIRD-PARTY BENEFICIARIES:

This Agreement is solely for the benefit of the Parties and does not create nor shall it be construed to create rights to any third party. No third party may enforce the terms and conditions of this Agreement.

22. NO PARTNERSHIP AND NO JOINT VENTURE:

Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the Parties hereto. The covenants, obligations, and liabilities contained in this Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or liability between the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.

23. AUTHORITY:

The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to legally bind the Party to it.

24. APPROPRIATIONS:

Each City and Town reserves the right to withdraw from this Agreement at the end of each fiscal year with no penalty or further financial obligation if that City or Town does not appropriate sufficient funds for the following year to meet its obligations under this Agreement.

25. CONFLICT OF INTEREST:

Notice is hereby provided of A.R.S. § 38-511.

26. ENTIRE AGREEMENT; MODIFICATION; COUNTERPARTS:

The terms, covenants and conditions of this Agreement constitute the entire Agreement between the Parties, and no understandings or obligations not herein expressly set forth shall be binding upon them. With the exception of revising Exhibits in accordance with Subparagraph 10.6, this Agreement may not be modified or amended in any manner unless in writing and signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on the following pages]

CITY OF PHOENIX, ARIZONA,
a municipal corporation

ATTEST:

JEFFREY BARTON, City Manager

City Clerk, City of Phoenix

By: _____
Troy Hayes
Director, Water Services Department

APPROVED AS TO FORM:
JULIE M. KRIEGH, City Attorney

By: _____
Name: _____
Title: _____

TOWN OF GILBERT, ARIZONA
a municipal corporation

By: _____

Its: _____

CITY OF GLENDALE

By: _____

Name: Kevin R. Phelps

Title: City Manager

ATTEST

By: _____

Name: Julie K. Bower

Title: City Clerk

APPROVED AS TO FORM

By: _____

Name: Michael D. Bailey

Title: City Attorney

CITY OF MESA, ARIZONA
a municipal corporation

By: _____

Its: _____

CITY OF SCOTTSDALE, ARIZONA
a municipal corporation

By: _____

Its: _____

EPCOR WATER ARIZONA INC.,
an Arizona corporation

By: _____

Its: _____

**AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDIES AND TESTING OF
THE 91ST AVENUE ADVANCED WATER PURIFICATION FACILITY**

**EXHIBIT A
PARTIES**

City of Phoenix	City of Mesa
City of Glendale	City of Scottsdale
Town of Gilbert	EPCOR Water Arizona Inc.

**AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDIES AND TESTING OF
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**EXHIBIT B
POTENTIAL FLOW OWNERSHIP**

Party	Percentage of Potential Flow Ownership
City of Phoenix	69.365
City of Mesa	7.936
City of Glendale	6.508
City of Scottsdale	7.460
Town of Gilbert	3.175
EPCOR Water Arizona Inc.	5.556

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**EXHIBIT C
INITIAL CONTRIBUTION LEVEL**

PARTY	INITIAL CONTRIBUTION LEVEL
City of Phoenix	\$2,080,950
City of Mesa	\$238,080
City of Glendale	\$195,240
City of Scottsdale	\$223,800
Town of Gilbert	\$95,250
EPCOR Water Arizona Inc.	\$166,680

**AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDIES AND TESTING OF
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**EXHIBIT D
CONTACT AND NOTICE INFORMATION**

Party	Contact
City of Phoenix	Phoenix Water Services Department c/o Troy Hayes 200 W. Washington St. Phoenix, AZ 85003 Email: troy.hayes@phoenix.gov
City of Mesa	Chris Hassert PO Box 1466 Mesa, AZ 85211-1466 Email: christopher.hassert@mesaaz.gov
City of Glendale	Glendale Water Services Department c/o Ron Serio 7070 W. Northern Ave. Glendale, AZ 85303 Email: rserio@glendaleaz.com
City of Scottsdale	Brian Biesemeyer 9379 E. San Salvador Scottsdale, AZ 85258 Email: bbiesemeyer@scottsdaleaz.gov
Town of Gilbert	Patrick Banger 50 E. Civic Center Drive Gilbert, AZ 85296 Email: patrick.banger@gilbertaz.gov
EPCOR Water Arizona Inc.	Art Nunez 2355 W. Pinnacle Peak Road, Suite. 300 Phoenix, AZ 85027 Email: anunez@epcor.com

**AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDIES AND TESTING OF
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**EXHIBIT E
PROJECTED SCOPE OF WORK ITEMS**

This Exhibit E lists work items, costs, and schedule anticipated as necessary for the design and construction of the Advanced Water Purification Facility. This list, all items on this list, all costs, and the schedule are projected and/or estimated and subject to change as necessary to advance the design and construction of the Facility.

FY 25/26 –

- Partner Agreements
 - Program Management Long Term Financial Plan
- Estimated cost - \$502k

FY 26/27 –

- Program Management Design Coordination (Phase 1A) and Funding Applications
- Estimated cost - \$4.71M

FY 27/28 –

- Design of Distribution Improvements
 - Route Study
 - Design of 91st Ave AWPf
- Estimated cost - \$272M

FY 28/29 –

- Land Procurement
 - Design of 91st Ave Solids Upgrades
- Estimated cost - \$26.1M

FY 29/30 –

- Program Management Design Coordination (Phase 1B)
 - Distribution Improvements Construction (GMP 1 & 2)
 - 91st Ave AWPf Construction (GMP 1 & 2)
 - 91st Ave Solids Upgrades (GMP 1)
- Estimated cost - \$1.47B

FY 30/31 –

- 91st Ave AWPf Construction (GMP 3 & 4)
 - Design of Brine Management
 - Program Management Construction (Phase 2)
- Estimated cost - \$964M

FY 31/32 –

- Distribution Improvements Construction (GMP 3 & 4)
 - Brine Management Construction
 - 91st Ave Solids Upgrades (GMP 2)
- Estimated cost - \$1.32B