



0000009369

ORIGINAL

32D

RECEIVED

2003 MAY -2 P 2: 32

AZ CORP COMMISSION
DOCUMENT CONTROL

1 FENNEMORE CRAIG
 2 Norman D. James (No. 006901)
 3 Jay L. Shapiro (No. 014650)
 4 3003 N. Central Avenue
 5 Suite 2600
 6 Phoenix, Arizona 85012
 7 Attorneys for Arizona-American
 8 Water Company, Inc.

BEFORE THE ARIZONA CORPORATION COMMISSION

8 IN THE MATTER OF THE
 9 APPLICATION OF ARIZONA-
 10 AMERICAN WATER COMPANY, INC.,
 11 AN ARIZONA CORPORATION, FOR A
 12 DETERMINATION OF THE CURRENT
 13 FAIR VALUE OF ITS UTILITY PLANT
 14 AND PROPERTY AND FOR
 15 INCREASES IN ITS RATES AND
 16 CHARGES BASED THEREON FOR
 17 UTILITY SERVICE BY ITS SUN CITY
 18 WATER AND WASTEWATER
 19 DISTRICTS.

DOCKET NO. WS-01303A-02-0868

14 IN THE MATTER OF THE
 15 APPLICATION OF ARIZONA-
 16 AMERICAN WATER COMPANY, AN
 17 ARIZONA CORPORATION, FOR A
 18 DETERMINATION OF THE CURRENT
 19 FAIR VALUE OF ITS UTILITY PLANT
 20 AND PROPERTY AND FOR
 21 INCREASES IN ITS RATES AND
 22 CHARGES BASED THEREON FOR
 23 UTILITY SERVICE BY ITS SUN CITY
 24 WEST WATER AND WASTEWATER
 25 DISTRICTS.

DOCKET NO. WS-01303A-02-0867

20 IN THE MATTER OF THE
 21 APPLICATION OF ARIZONA-
 22 AMERICAN WATER COMPANY, AN
 23 ARIZONA CORPORATION, FOR A
 24 DETERMINATION OF THE CURRENT
 25 FAIR VALUE OF ITS UTILITY PLANT
 26 AND PROPERTY AND FOR
 INCREASES IN ITS RATES AND
 CHARGES BASED THEREON FOR
 UTILITY SERVICE BY ITS ANTHEM
 WATER, AGUA FRIA WATER AND
 ANTHEM/AGUA FRIA WASTEWATER
 DISTRICTS.

DOCKET NO. WS-01303A-02-0870

Arizona Corporation Commission

DOCKETED

MAY 02 2003

DOCKETED BY

1 IN THE MATTER OF THE
2 APPLICATION OF ARIZONA-
3 AMERICAN WATER COMPANY, AN
4 ARIZONA CORPORATION, FOR A
5 DETERMINATION OF THE CURRENT
6 FAIR VALUE OF ITS UTILITY PLANT
7 AND PROPERTY AND FOR
8 INCREASES IN ITS RATES AND
9 CHARGES BASED THEREON FOR
10 UTILITY SERVICE BY ITS MOHAVE
11 WATER AND HAVASU WATER
12 DISTRICTS.

DOCKET NO. W-01303A-02-0869

7 IN THE MATTER OF THE
8 APPLICATION OF ARIZONA-
9 AMERICAN WATER COMPANY, AN
10 ARIZONA CORPORATION, FOR A
11 DETERMINATION OF THE CURRENT
12 FAIR VALUE OF ITS UTILITY PLANT
AND PROPERTY AND FOR
INCREASES IN ITS RATES AND
CHARGES BASED THEREON FOR
UTILITY SERVICE BY ITS TUBAC
WATER DISTRICT.

DOCKET NO. W-01303A-02-0908

**ARIZONA-AMERICAN WATER
COMPANY'S NOTICE OF FILING
SUPPLEMENT TO DIRECT
TESTIMONY OF ROBERT J. KUTA**

13 Arizona-American Water Company (the "Company") hereby files this Supplement
14 to the Direct Testimony of Robert J. Kuta concerning the Sun City wastewater district.
15 Attached to this supplemental testimony is the Third Amendment to the Sewage
16 Treatment and Transportation Service Agreement between the Company and the City of
17 Tolleson. In his direct testimony, Mr. Kuta explained the Company's ongoing
18 negotiations with Tolleson. Subsequent to that testimony, Arizona-American and
19 Tolleson concluded their negotiations and executed the Third Amendment, which is
20 further explained in this testimony.

21 DATED this 2nd day of May, 2003.

22
23
24 By 
25 Norman D. James
26 Jay L. Shapiro
Attorneys for Arizona-American Water
Company

1 ORIGINAL plus 15 copies hand-delivered for
2 filing this 2nd day of May, 2003:

3 Docket Control
4 ARIZONA CORPORATION COMMISSION
5 1200 West Washington
6 Phoenix, AZ

7 COPY hand-delivered this
8 2nd day of May, 2003 to:

9 Dwight D. Nodes
10 Administrative Law Judge
11 ARIZONA CORPORATION COMMISSION
12 1200 West Washington
13 Phoenix, AZ

14 Timothy J. Sabo, Staff Attorney
15 Legal Division
16 ARIZONA CORPORATION COMMISSION
17 1200 West Washington
18 Phoenix, AZ

19 Darron W. Carlson
20 Utilities Division
21 ARIZONA CORPORATION COMMISSION
22 1200 West Washington
23 Phoenix, AZ

24 Dorothy Hains
25 Utilities Division
26 ARIZONA CORPORATION COMMISSION
1200 West Washington
Phoenix, AZ

By: Mary House

1 FENNEMORE CRAIG
Norman D. James (No. 006901)
2 Jay L. Shapiro (No. 014650)
3003 N. Central Ave.
3 Suite 2600
Phoenix, Arizona 85012
4 Attorneys for Arizona-American
Water Company, Inc.
5
6

7 **BEFORE THE ARIZONA CORPORATION COMMISSION**

8 IN THE MATTER OF THE
APPLICATION OF ARIZONA-
9 AMERICAN WATER COMPANY,
INC., AN ARIZONA CORPORATION,
10 FOR A DETERMINATION OF THE
CURRENT FAIR VALUE OF ITS
11 UTILITY PLANT AND PROPERTY
AND FOR INCREASES IN ITS RATES
12 AND CHARGES BASED THEREON
FOR UTILITY SERVICE BY ITS SUN
13 CITY WATER AND WASTEWATER
DISTRICTS.

DOCKET NO. WS-01303A-02-0868

14 IN THE MATTER OF THE
APPLICATION OF ARIZONA-
15 AMERICAN WATER COMPANY, AN
ARIZONA CORPORATION, FOR A
16 DETERMINATION OF THE
CURRENT FAIR VALUE OF ITS
17 UTILITY PLANT AND PROPERTY
AND FOR INCREASES IN ITS RATES
18 AND CHARGES BASED THEREON
FOR UTILITY SERVICE BY ITS SUN
19 CITY WEST WATER AND
WASTEWATER DISTRICTS.

DOCKET NO. WS-01303A-02-0867

20 IN THE MATTER OF THE
APPLICATION OF ARIZONA-
21 AMERICAN WATER COMPANY, AN
ARIZONA CORPORATION, FOR A
22 DETERMINATION OF THE
CURRENT FAIR VALUE OF ITS
23 UTILITY PLANT AND PROPERTY
AND FOR INCREASES IN ITS RATES
24 AND CHARGES BASED THEREON
FOR UTILITY SERVICE BY ITS
25 ANTHEM WATER, AGUA FRIA
WATER AND ANTHEM/AGUA FRIA
26 WASTEWATER DISTRICTS.

DOCKET NO. WS-01303A-02-0870

1 IN THE MATTER OF THE
2 APPLICATION OF ARIZONA-
3 AMERICAN WATER COMPANY, AN
4 ARIZONA CORPORATION, FOR A
5 DETERMINATION OF THE
6 CURRENT FAIR VALUE OF ITS
7 UTILITY PLANT AND PROPERTY
8 AND FOR INCREASES IN ITS RATES
9 AND CHARGES BASED THEREON
10 FOR UTILITY SERVICE BY ITS
11 MOHAVE WATER AND HAVASU
12 WATER DISTRICTS.

DOCKET NO. W-01303A-02-0869

7 IN THE MATTER OF THE
8 APPLICATION OF ARIZONA-
9 AMERICAN WATER COMPANY, AN
10 ARIZONA CORPORATION, FOR A
11 DETERMINATION OF THE
12 CURRENT FAIR VALUE OF ITS
13 UTILITY PLANT AND PROPERTY
14 AND FOR INCREASES IN ITS RATES
15 AND CHARGES BASED THEREON
16 FOR UTILITY SERVICE BY ITS
17 TUBAC WATER DISTRICT.

DOCKET NO. W-01303A-02-0908

13
14
15
16
17
18
19
20
21
22
23
24
25
26

**SUPPLEMENT TO DIRECT TESTIMONY
OF
ROBERT J. KUTA**

1 **Q. PLEASE STATE YOUR NAME AND ADDRESS.**

2 A. My name is Robert J. Kuta, and my business address is 19820 N. 7th Street, Suite
3 201, Phoenix, Arizona 85024

4 **Q. BY WHOM ARE YOU EMPLOYED?**

5 A. I am employed by Arizona-American Water Company ("Arizona-American") as
6 Manager.

7 **Q. ARE YOU THE SAME ROBERT J. KUTA THAT FILED DIRECT**
8 **TESTIMONY IN SUPPORT OF ARIZONA-AMERICAN'S RATE FILING?**

9 A. Yes. I am.

10 **Q. WHAT IS THE PURPOSE OF THIS SUPPLEMENTAL TESTIMONY?**

11 A. To update the parties and the Commission concerning Arizona-American's rights
12 and obligations under the Third Amendment to the Sewage Treatment And
13 ~~Transportation Service Agreement executed April 22, 2003 ("Third Amendment")~~
14 between the Company and the City of Tolleson concerning wastewater treatment.
15 As noted in my direct testimony, at the time Arizona-American filed this rate
16 application with the Commission, the Company and the City of Tolleson were in
17 the process of concluding negotiating the Third Amendment.

18 **Q. WHY HAVE THE COMPANY AND TOLLESON EXECUTED AN**
19 **AMENDMENT TO THE TOLLESON AGREEMENT ?**

20 A. The Company and the City of Tolleson have executed the Third Amendment to the
21 Tolleson Agreement, attached hereto as Exhibit 1-A, to ensure the continuation of
22 wastewater treatment for customers in Sun City, Arizona. All of Arizona-
23 American's wastewater collections from the Sun City wastewater district are
24 treated at the Tolleson treatment facility. This facility is aging and in need of
25 major repair and upgrade. As explained in my direct testimony, the Third
26 Amendment provides a mechanism for Tolleson to collect and Arizona-American

1 to pay the increased costs associated with these improvements to the Tolleson
2 facility.

3 **Q. WHAT INCREASED CHARGES TO ARIZONA-AMERICAN ARE A**
4 **RESULT OF THE THIRD AMENDMENT TO THE TOLLESON**
5 **AGREEMENT?**

6 A. As discussed in my direct testimony, Rate Component Three, the replacement and
7 contingencies reserve, has been increased from \$1,500 to \$20,000 per month up to
8 an aggregate balance of \$200,000, increased from \$90,000. This increase was
9 necessary because the costs being incurred for repairing and/or replacing existing
10 equipment and facilities has increased substantially since 1985 when the Tolleson
11 Agreement was signed. Although this reserve is to be used only to replace and
12 repair facilities with a useful life of no more than ten years, due to the age of the
13 Tolleson plant, it is expected that Arizona-American will incur the maximum
14 charge under Rate Component Three each year.

15 **Q. ARE THERE ANY OTHER ADJUSTMENTS RELATED TO THE COSTS**
16 **OF WASTEWATER TREATMENT FOR THE SUN CITY WASTEWATER**
17 **DISTRICT?**

18 A. Yes, as also described in my direct testimony, Tolleson has determined, through
19 the June 2001 Wastewater Treatment Plant Infrastructure Assessment Phase I
20 Study performed by Brown and Caldwell, that certain capital improvement
21 projects and facilities additions (“Capital Projects”) are and will be required if the
22 Tolleson facility is to continue providing sewage services under the 1985 Tolleson
23 Agreement. The Third Amendment creates a new rate component – Rate
24 Component Four – providing for payment of Arizona-American’s pro rata share of
25 the Capital Projects detailed in Exhibits “A” and “B” to the Third Amendment.
26 Rate Component Four provides a mechanism for the Company to pay its share of

1 costs related to a multi-year capital improvement program being undertaken by the
2 City of Tolleson. Arizona-American's share of this improvement program is
3 estimated to be roughly \$9.87 million. This figure is different from the estimate
4 contained in my direct testimony, which was approximately \$8 million dollars.

5 **Q. ARE THE TOLLESON CAPITAL IMPROVEMENT COSTS FIXED AT**
6 **THIS TIME?**

7 A. For the most part, yes, for those Capital Projects specifically referenced in Exhibit
8 "A" in the Third Amendment, as reflected in the cost estimates referenced in
9 Exhibit "B." However, both Exhibits are subject to modification and change,
10 reflecting both Arizona-American and the City of Tolleson's acknowledgment that
11 costs may change as improvement plans are finalized and recognizing that
12 additional Capital Projects may be necessary in the future.

13 **Q. HOW WILL RATE COMPONENT FOUR BE CHARGED TO, AND PAID**
14 **BY, ARIZONA-AMERICAN?**

15 A. Rate Component Four shall be separately invoiced by Tolleson, which has agreed
16 to provide a one-time initial invoice reflecting Arizona-American's pro rata share
17 of Capital Project costs then to date within thirty (30) days of the earliest of the
18 following to occur: 1) approval by the Arizona Corporation Commission of an
19 accounting order allowing the Company to defer expensing Capital Project costs;
20 2) issuance of a final decision in the rate case; or 3) Tolleson's expenditure of
21 \$3,200,000 toward Tolleson's share of Capital Project costs. Until then, Tolleson
22 will essentially be funding Arizona-American's share of the costs of the Capital
23 Projects. However, Tolleson's spending authority is limited and expressly
24 conditioned on Arizona American's obligation to pay Rate Component Four.
25 Following the one-time invoice, Tolleson will invoice Arizona-American for
26 additional amounts due on a regular basis as expenditures are made.

1 Q. HOW WILL ARIZONA-AMERICAN FINANCE AND RECOVER THE
2 COST OF ITS SHARE OF THE CAPITAL IMPROVEMENTS?

3 A. Arizona-American expects to finance its share of capital improvements through
4 either the issuance of certain debt instruments and/or equity. Furthermore, the
5 Company will promptly submit an application to the Commission requesting
6 approval of an accounting order to defer costs for Capital Projects for
7 consideration in future regulatory recovery.

8 Q. HOW DOES ARIZONA-AMERICAN'S EXECUTING OF THE THIRD
9 AMENDMENT IMPACT THE COMPANY'S RATE FILING?

10 A. Execution of the Third Amendment has no effect on the rate filing. As detailed in
11 my direct testimony and the direct testimony of Thomas Bourassa, Arizona-
12 American anticipated this amendment and requested a cost adjuster mechanism to
13 recover the costs to be incurred under the Third Amendment.

14 Q. DOES THIS CONCLUDE YOUR SUPPLEMENTAL TESTIMONY?

15 A. Yes it does.

16
17
18
19
20
21
22
23
24
25
26

1354063.3

**THIRD AMENDMENT TO SEWAGE TREATMENT AND TRANSPORTATION
SERVICES AGREEMENT BETWEEN THE CITY OF TOLLESON AND ARIZONA-
AMERICAN WATER COMPANY**

THIS THIRD AMENDMENT, effective this 22 day of April, 2003, is by and between the City of Tolleson, a municipal corporation of the State of Arizona ("Tolleson"), and Arizona-American Water Company, an Arizona corporation ("Arizona-American"), collectively referred to as the "Parties." The purpose of this Third Amendment is to clarify, amend and supplement the Sewage Treatment and Transportation Services Agreement originally executed on or about June 21, 1985 between the City of Tolleson and Arizona-American's predecessor in interest, Sun City Sewer Company, as amended by Amendment No. 1 to Sewage Treatment and Transportation Services Agreement, and Amendment No. 2 to Sewage Treatment and Transportation Services Agreement, both executed on or about June 21, 1987, and as supplemented by the Refinancing Supplement Sewage Treatment and Transportation Services Agreement dated May 1, 1998 (collectively the "1985 Agreement").

RECITALS

A. The Parties recognize the need to clarify, amend and supplement the 1985 Agreement with respect to ongoing and future capital improvement projects relating to the Tolleson Waste Water Treatment Plant ("WWTP") and the allocation of charges for capital improvements and routine operation and maintenance costs to the WWTP under the 1985 Agreement. The Parties each have determined that it would be in their mutual interest to modify and amend the 1985 Agreement as set forth in this Third Amendment.

B. The Parties expressly intend that the terms and conditions of the 1985 Agreement shall remain in full force and effect except as provided in this Third Amendment.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. **Rate Component Three.** The Parties expressly agree to amend and modify Article IV, Section 2, Paragraph (1)(C) of the 1985 Agreement as follows relating to invoicing and payment of charges for routine replacement and contingency charges under Rate Component Three of the 1985 Agreement. Specifically, the Parties intend to replace the language contained in Article IV, Section 2, Paragraph (1)(C) of the 1985 Agreement with the following language:

“Rate Component Three—Replacement and Contingencies Reserve. Rate Component Three shall be a charge credited to the Replacement and Contingencies Reserve Account ("Reserve"), which Reserve shall be interest bearing. Each month the sum of up to Twenty Thousand Dollars (\$20,000) shall be charged until such Reserve, including the interest thereon, aggregates to the sum of Two Hundred Thousand Dollars (\$200,000). The Reserve shall cover Arizona-American's pro rata share of expenditures for routine replacement and contingency charges, including certain maintenance, operation and other such charges relating to the WWTP. Moneys credited to said Reserve shall be used only for the payment of Arizona-American's pro rata share (on a capacity basis) of such replacement and contingency charges. Replacement and contingency charges shall be incurred for the purpose of repairing and/or replacing existing equipment and facilities whereby the equipment and facility subject to the replacement and contingency charge has a useful life of no less than one year and no more than ten years. Tolleson agrees to treat replacement and contingency charges for equipment and facilities with a useful life of greater than ten years under Rate Component Four absent written approval by

Arizona-American. All earned interest attributable to Arizona-American and moneys remaining in said Reserve at the expiration of the 1985 Agreement shall be paid to Arizona-American by Tolleson within 60 days of said expiration or extension.”

2. **Rate Component Four - Capital Construction Projects and Facilities Improvements**

and Additions. Tolleson has determined, through the June 2001 Wastewater Treatment Plant Infrastructure Assessment Phase I Study performed for Tolleson by Brown and Caldwell and otherwise, that certain capital improvement projects and facilities additions ("Capital Projects") are and will be required in relation to the WWTP to continue providing the Sewage Treatment Services as identified in the 1985 Agreement, including the maximum flow amounts allowed therein. Such Capital Projects will benefit Arizona-American and all other WWTP users. Current Capital Projects are identified more specifically in the List of Capital Projects attached

hereto as Exhibit "A" and incorporated herein by this reference. The Parties recognize that additional Capital Projects might be necessary in the future. Accordingly, the Parties desire, in this Third Amendment, to establish a mechanism for Arizona-American to pay its proportionate share of the reasonable costs associated with those Capital Projects.

a. **Identification of Capital Projects.** Within 30 days of execution of this Third Amendment, Tolleson shall provide Arizona-American with a schedule indicating the estimated cost and construction timetable for each project identified in Exhibit "A", and such schedule shall then be attached hereto as Exhibit "B" and incorporated herein by this reference. Exhibit "A" and Exhibit "B" shall be updated from time-to-time, at least annually, as Tolleson determines that additional Capital Projects in relation to the WWTP are necessary and as the nature and estimated cost of the Capital Projects may be modified. Tolleson shall make

available to Arizona-American copies of any studies or similar documents evidencing the need for additional Capital Projects or the modification of current or additional Capital Projects.

b. Review of Plans and Specifications by Arizona-American. Tolleson hereby agrees that all plans and specifications relating to any Capital Project identified in Exhibit "B" as supplemented or amended from time-to-time shall be made available to Arizona-American or its designated engineers for review and comment prior to commencement of construction.

c. Review of Construction and Equipment Contracts. Tolleson hereby agrees that all procurement documents, including construction and equipment contracts, relating to any Capital Project identified in Exhibit "B" as supplemented or amended from time-to-time shall be made available to Arizona-American before and after bid acceptance. Tolleson shall notify Arizona-American of any contract change orders arising during construction.

d. Value Engineering Sessions. Tolleson agrees to hold at least two Value Engineering sessions for every project over \$250,000 using standard Value Engineering or Value Method techniques. One such session shall be held as early in the design process as possible and a second shall be held before the design process for such project is more than thirty percent (30%) in order to allow Arizona-American and any other stakeholder an opportunity to provide input on both the design and construction of all such projects. Tolleson shall ensure that its design engineer participates in such sessions and shall further ensure that all stakeholders in the WWTP are provided an opportunity to participate in such Value Engineering meetings.

e. Rate Component Four. Rate Component Four shall consist of charges equivalent to Arizona-American's pro rata share (on a capacity basis) of costs associated with any Capital Project identified in Exhibit "A" and Exhibit "B" hereto. Tolleson acknowledges that Arizona-American may wish to finance and/or otherwise recover the charges under Rate Component Four

and that Arizona-American, as a public service corporation, will require Arizona Corporation Commission approval for such financing and/or recovery. Arizona-American agrees to take all reasonable steps to promptly obtain such approval. Rate Component Four shall be separately invoiced by Tolleson and paid by Arizona-American as follows:

(1) Tolleson shall provide a one-time initial invoice (the "Initial Invoice") reflecting Arizona-American's pro rata share of Capital Project costs to date within thirty (30) days of the earliest of the following to occur: (i) approval by the Arizona Corporation Commission of an accounting order allowing Arizona-American to defer expensing of Capital Project costs for consideration of future regulatory recovery; (ii) issuance of a final decision of the Arizona Corporation Commission in Arizona-American's 2002 general rate case, Docket Nos. WS-01303A-02-0867, *et al*; or (iii) Tolleson's expenditure of \$3,200,000.00 toward Tolleson's share of Capital Project costs. Payment of the Initial Invoice (the "Initial Payment") by Arizona-American must be received by Tolleson within thirty (30) days of the receipt by Arizona-American of the Initial Invoice.

(2) After the Initial Invoice and Initial Payment, all subsequent invoices to and payments by Arizona-American shall be based upon estimated payment schedules prepared by Tolleson and provided to Arizona American within thirty (30) days of award of each contract or related group of contracts associated with a Capital Project. Payment by Arizona-American must be received by Tolleson in time sufficient for Tolleson to comply with the prompt payment provisions of A.R.S. § 34-221, but in no event less than fourteen (14) days after the receipt by Arizona-American of each of Tolleson's invoices.

f. Accounting Treatment. Tolleson hereby agrees not to treat any cost associated with any Capital Project that benefits Arizona-American and that is to be recovered under Rate

Component Three or Rate Component Four as set forth herein as charges covered by Rate Components One or Two under the 1985 Agreement, except as otherwise provided under this Third Amendment.

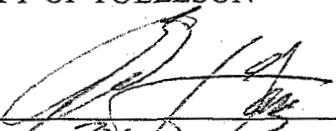
3. **Cooperation Clause.** Tolleson supports Arizona-American's efforts to recover its costs and expenses associated with the 1985 Agreement and this Third Amendment in any appropriate accounting, ratemaking, or related proceedings before the Arizona Corporation Commission. Tolleson further agrees to cooperate with and do all things reasonably requested by Arizona-American to assist in all such Commission proceedings, provided such cooperation does not result in significant cost to Tolleson.

4. **Modification Of This Third Amendment.** This Third Amendment may not be modified or amended except by a writing signed by the Parties.

5. **Ratification and Confirmation of 1985 Agreement.** The Parties hereby ratify the 1985 Agreement and confirm that, except as amended herein and in prior amendments, it remains in effect, subject to the terms and conditions contained therein

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

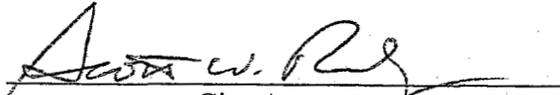
CITY OF TOLLESON

By 
Mayor
Date April 22, 2003

ATTEST:

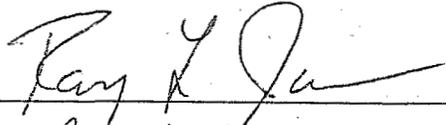

City Clerk

APPROVED AS TO FORM and within
the powers and authority granted
under the Laws of Arizona to the
City of Tolleson



City Attorney
Date April 22, 2003

ARIZONA-AMERICAN WATER COMPANY

By 

Its President

Date 3/31/03

JSHAPIRO/1395359

CITY OF TOLLESON
WASTEWATER TREATMENT PLANT

EXHIBIT A

LIST OF CAPITAL PROJECTS

<u>ITEM #</u>	<u>PROJECT / ISSUE</u>
1	EFFLUENT UPGRADE/EAST TRICKLING FILTER
2	SOLIDS HANDLING FACILITIES UPGRADES
3	STANDBY POWER AND DISTRIBUTION UPGRADE
4	DISINFECTION PROJECT
5	PRIMARY SEDIMENTATION/HEADWORKS/MLPS UPGRADE

CITY OF TOLLESON
WASTEWATER TREATMENT PLANT

EXHIBIT B

CAPITAL PROJECTS
ESTIMATED COSTS/CONSTRUCTION TIMETABLE

ITEM #	CAPITAL PROJECT	ESTIMATED COST	ESTIMATED TIMETABLE		AAWC SHARE	COMMENTS
			Design	Construction		
1	Effluent Quality Upgrade	\$ 3,521,855.00		12 months		Design complete
1.1	East FSTF, 10ft w/arms	\$ 1,430,406.00			\$ 425,000.00	100% finance by Tolleson
2	Solids Handling Facilities		12 months			
3	Standby Power/Distribution	\$ 18,133,500.00		60 months	\$ 5,379,800.00	
			8 months			
4	Disinfection Upgrade Project	\$ 5,685,750.00		60 months	\$ 1,676,800.00	
			9 months			
4.1	Dechlorination Facility	\$ 4,155,000.00		16 months	\$ 1,234,000.00	
5	Primary/Headworks/MLPS	\$ 3,915,000.00				
			13 months			
				18 months	\$ 1,162,800.00	Further Cost information needed.
	TOTAL:	\$ 36,841,511.00			\$ 9,878,400.00	