

EXHIBIT 15-A

**SEVENTH AMENDMENT TO THE
GROUNDWATER REPLENISHMENT PROJECT
COST SHARING AGREEMENT**

This Seventh Amendment to **the Groundwater Replenishment Project Cost Sharing Agreement** (“**Agreement**”) is entered into as of November 28, 2022 (**Effective Date**) by and between the Monterey One Water, a joint powers authority formerly known as Monterey Regional Water Pollution Control Agency ("M1W") and the Monterey Peninsula Water Management District, a California special act district ("MPWMD") (collectively the "Parties"), based upon the following facts, intentions and understandings of the Parties.

RECITALS

- A. WHEREAS, on or about May 20, 2013, Monterey Regional Water Pollution Control Agency and the Monterey Peninsula Water Management District entered into a written Cost Sharing Agreement (“Agreement”) for the limited purpose of sharing the costs incurred beginning April 1, 2012, for the planning and development of the Groundwater Replenishment Project.
- B. WHEREAS, on or about March 17, 2014, MPWMD and M1W entered into Amendment 1 to the Agreement.
- C. WHEREAS, on or about July 25, 2016, MPWMD and M1W entered into Amendment 1-A of the Agreement.
- D. WHEREAS, in or about October of 2017, MPWMD and M1W entered into Amendment 2 to the Agreement. Pursuant to Amendment 2, the parties agreed to share the planning and development costs (“pre-construction costs) of the Project incurred beginning April 1, 2012, through February 28, 2017; and to split the share of unreimbursed construction costs incurred from March 1, 2017 through June 30, 2019.
- E. WHEREAS, on or about June 13, 2019, MPWMD and M1W entered into Amendment 3 to the Agreement. Pursuant to Amendment 3, the Parties agreed to share the cost of

unreimbursed construction costs for the period March 1, 2017, through December 31, 2020.

- F. WHEREAS, on or about December 15, 2020, MPWMD and M1W entered into Amendment 4 to the Agreement. Pursuant to Amendment 3, the Parties agreed to share the cost of unreimbursed construction costs for the period December 1, 2020, through June 30, 2022.
- G. WHEREAS, on or about April 1, 2021, MPWMD and M1W entered into Amendment 5 of the Agreement. Pursuant Amendment 5, the parties agreed to share the construction costs for the Pure Water Monterey expansion which were not allowed to be capitalized to the project and/or paid or reimbursed by the State Revolving Fund for the period June 1, 2021, through December 31, 2021.
- H. WHEREAS, on or about December 1, 2021, MPWMD or M1W entered into Amendment 6 of the Agreement. Pursuant to Amendment 6, the Parties agreed to share the unreimbursed construction costs (MPWMD 75%) and M1W (25%) for the period December 1, 2021, through June 30, 2024.
- I. WHEREAS, FROM Fiscal Year 2015-16 thru 2021-22, MPWMD has paid for approximately \$13 million in costs related to Pure Water (excluding costs paid for by MPWMD for Construction of Deep Well #4), of which M1W has repaid approximately \$5 million back to MPWMD through proceeds received from the SRF loan proceeds received for eligible project costs.
- J. WHEREAS, MPWMD or M1W now desire to amend the Agreement to provide for final payment by M1W to MPWMD for the reimbursement costs for the Project as set forth in the Agreement and the Amendments thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Agreement by this reference, the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to as follows:

1. M1W shall make a final payment to MPWMD in the amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) as final reimbursement for costs incurred by MPWMD for Pure Water Monterey up and through February 28, 2023.

2. MPWMD agrees that the payment set forth in Paragraph 1 satisfies all remaining financial obligations of M1W under the Agreement and subsequent amendments thereto due and owing through February 28, 2023, and that no further payments shall be due from M1W for any additional costs incurred prior to February 28, 2023 except for costs incurred by MPWMD for Deep Well Injection #6 prior to February 28, 2023 that are eligible to be reimbursed from a grant to be received from the State of California.

3. The Parties agree that the provisions of Amendment 6 requiring MPWMD to pay seventy-five percent (75%) and M1W to pay twenty-five percent (25%) of the Pure Water Monterey expansion project related costs that are not allowed to be capitalized to the project and paid or reimbursed by State Revolving Fund Loans, including among others, for Facility Expansion Design and Engineering; Regulatory Proceedings; Expansion Environmental Scoping and Review; and Expansion Permitting that occur from January 1, 2023 through June 30, 2024, shall remain in effect.

4. The Agreement shall remain in force and effect until June 30, 2024. The term of this Agreement may be extended with the mutual agreement of the Parties.

5. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts, shall together constitute one and the same Agreement. Facsimile signatures or PDF or other electronic copies of signatures shall constitute original signatures for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date shown above.

Dated:

Dated:

Monterey One Water

MPWMD

By: _____
Mary Ann Carbone, Chair
M1W Board of Directors

By: _____
Karen Paull, Chair
MPWMD Board of Directors