

---

---

**JOINT ACQUISITION AGREEMENT**

**by and among**

**COUNTY SANITATION DISTRICTS  
OF LOS ANGELES COUNTY**

**named herein**

**and**

**LOS ANGELES COUNTY  
SANITATION DISTRICTS FINANCING AUTHORITY**

**Dated as of \_\_\_\_\_ 1, 2022**

# TABLE OF CONTENTS

Page

## ARTICLE I DEFINITIONS; RULES OF CONSTRUCTION

Section 1.01. Definitions.....	3
Section 1.02. Rules of Construction .....	5

## ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the Districts .....	6
Section 2.02. Representations of the Authority .....	7

## ARTICLE III MASTER OBLIGATION AGREEMENT PROVISIONS

Section 3.01. Senior Obligations; Senior Obligation Instrument .....	9
Section 3.02. Shared Project Obligations .....	9
Section 3.03. Supported Obligations .....	9
Section 3.04. Special Limited Obligations .....	10
Section 3.05. Limitations on Rights; Rights of the Master Trustee.....	10

## ARTICLE IV PURCHASE OF PURCHASED IMPROVEMENTS BY, AND SALE THEREOF TO, THE AUTHORITY; PAYMENT

Section 4.01. Purchase and Sale of Purchased Improvements.....	12
Section 4.02. Payment.....	12

## ARTICLE V PURCHASE AND SALE OF PURCHASED IMPROVEMENTS; PAYMENTS

Section 5.01. Purchase and Sale of Purchased Improvements.....	13
Section 5.02. Installment Payments .....	13
Section 5.03. Delinquent Payments .....	13
Section 5.04. Obligation Absolute .....	13

## ARTICLE VI COVENANTS

Section 6.01. Compliance with Master Obligation Agreement .....	15
Section 6.02. Compliance with Joint Acquisition Agreement.....	15
Section 6.03. Protection of Security and Rights of the Authority .....	15
Section 6.04. Tax Covenants .....	15

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
Section 6.05. Continuing Disclosure .....	15
Section 6.06. Indemnification .....	15
Section 6.07. Further Assurances.....	15
 <b>ARTICLE VII</b> <b>DISCHARGE OF OBLIGATIONS</b>	
Section 7.01. Discharge of Obligations .....	16
 <b>ARTICLE VIII</b> <b>EVENTS OF DEFAULT AND REMEDIES</b>	
Section 8.01. Events of Default .....	17
Section 8.02. Remedies on Default.....	17
Section 8.03. Non-Waiver.....	18
Section 8.04. Remedies Not Exclusive .....	18
 <b>ARTICLE IX</b> <b>MISCELLANEOUS</b>	
Section 9.01. Notices .....	19
Section 9.02. Amendments .....	19
Section 9.03. Assignment to Trustee .....	20
Section 9.04. Benefits of Joint Acquisition Agreement Limited to Parties .....	20
Section 9.05. Successor Is Deemed Included in all References to Predecessor .....	20
Section 9.06. Waiver of Personal Liability .....	21
Section 9.07. Partial Invalidity.....	21
Section 9.08. Effective Date; Termination .....	21
Section 9.09. Governing Laws.....	21
Section 9.10. Electronic Signatures .....	21
Section 9.11. Execution in Counterparts.....	21
EXHIBIT A DESCRIPTION OF PURCHASED IMPROVEMENTS .....	A-1

## JOINT ACQUISITION AGREEMENT

**THIS JOINT ACQUISITION AGREEMENT** (this “Joint Acquisition Agreement”), dated as of \_\_\_\_\_ 1, 2022, is by and among COUNTY SANITATION DISTRICT NO. 1 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 3 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 15 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 16 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 17 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 19 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 22 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 23 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 28 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 29 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 34 OF LOS ANGELES COUNTY and SOUTH BAY CITIES SANITATION DISTRICT OF LOS ANGELES COUNTY (collectively, the “Districts”), each, a sanitation district organized and existing under the laws of the State of California, and the LOS ANGELES COUNTY SANITATION DISTRICTS FINANCING AUTHORITY (the “Authority”), a joint exercise of powers authority organized and existing under the laws of the State of California.

### W I T N E S S E T H:

**WHEREAS**, the Districts financed certain capital additions, replacements, betterments, extensions and improvements to their respective sewerage systems with proceeds of loans evidenced by (a) Loan Contract (Contract No. 09-857-550; Project No. 5539-110), by and among the Districts and the State Water Resources Control Board, (b) Loan Contract (Contract No. 13-811-550; Project No. 5892-110), by and among the Districts and the State Water Resources Control Board, (c) Loan Contract (Contract No. 12-832-550; Project No. 7694-110), by and among the Districts and the State Water Resources Control Board, (d) Loan Contract (Contract No. D16-01011; Project No. 8189-110), by and among the Districts and the State Water Resources Control Board, (e) Loan Contract (Contract No. D16-01012; Project No. 8204-110), by and among the Districts and the State Water Resources Control Board, (f) Loan Contract (Contract No. D16-01013; Project No. 8205-110), by and among the Districts and the State Water Resources Control Board and (g) Loan Contract (Contract No. D17-01016; Project No. 8226-110), by and among the Districts and the State Water Resources Control Board (the “State Loans”);

**WHEREAS**, in order to achieve certain savings, each District desires to prepay its respective share of each of the State Loans;

**WHEREAS**, the Authority desires to assist the Districts in financing the prepayment of the State Loans;

**WHEREAS**, in order to provide funds to prepay the State Loans, the Authority is issuing its Los Angeles County Sanitation Districts Financing Authority Revenue Bonds, 2022 Series A (Green Bonds) (SRF Loans Refunding) (the “Authority Bonds”);

**WHEREAS**, the Authority Bonds are being issued pursuant to the Indenture, dated as of \_\_\_\_\_ 1, 2022 (the “Indenture”), by and between the Authority and \_\_\_\_\_, as Trustee (the “Trustee”);

**WHEREAS**, the Authority Bonds will be payable from and secured by installment payments (the “Installment Payments”) to be made by each District pursuant to this Joint Acquisition Agreement;

**WHEREAS**, all of the Authority’s right, title and interest in and to this Joint Acquisition Agreement (other than such rights of the Authority that are, as provided in the Indenture, retained by the Authority) is, pursuant to the Indenture, being assigned and transferred to the Trustee;

**WHEREAS**, the Districts and certain other County Sanitation Districts of Los Angeles County (collectively, the “MOA Districts”) and Zions Bancorporation, National Association, as Master Trustee, have entered into the Master Obligation Agreement, dated as of \_\_\_\_\_ 1, 2022 (the “Master Obligation Agreement”), which sets forth the terms and conditions for the incurrence by each MOA District from time to time of obligations of such MOA District to finance or refinance the acquisition, construction, equipping and improvement of such MOA District’s sewerage system and other items with respect thereto that such MOA District may lawfully finance or refinance;

**WHEREAS**, the rights and obligations of each District under and as provided in this Joint Acquisition Agreement and the Installment Payments of such District, and the rights and obligations of the Trustee, as assignee of the Authority, under and as provided in this Joint Acquisition Agreement and the Installment Payments, will, in all respects, be subject to the rights and obligations of, and the restrictions and limitations on, such District and the Trustee, as assignee of the Authority, under and as provided in the Master Obligation Agreement; and

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Joint Acquisition Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Joint Acquisition Agreement;

**NOW, THEREFORE**, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

## ARTICLE I

### DEFINITIONS; RULES OF CONSTRUCTION

**Section 1.01. Definitions.** Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Joint Acquisition Agreement and of any certificate, opinion or other document herein or therein mentioned, have the meanings herein specified. Except as otherwise defined herein and unless the context otherwise requires, capitalized undefined terms used herein shall have the same meaning ascribed thereto in the Master Obligation Agreement or, if not defined therein, in the Indenture. With respect to any defined term to which a different meaning is ascribed under this Joint Acquisition Agreement than under the Master Obligation Agreement or the Indenture, as used herein it shall have the meaning ascribed thereto herein, including the definition of the term “Districts,” which shall have the meaning ascribed thereto hereunder rather than the meaning ascribed thereto under the Master Obligation Agreement.

“**Authority**” means the Los Angeles County Sanitation Districts Financing Authority, a joint exercise of powers authority organized and existing under the laws of the State, and any successor thereto.

“**Authority Bonds**” means the Los Angeles County Sanitation Districts Financing Authority Revenue Bonds, 2022 Series A (Green Bonds) (SRF Loans Refunding), issued under and pursuant to the Indenture.

“**Closing Date**” means \_\_\_\_\_, 2022.

“**Districts**” means District No. 1, District No. 2, District No. 3, District No. 5, District No. 8, District No. 15, District No. 16, District No. 17, District No. 18, District No. 19, District No. 21, District No. 22, District No. 23, District No. 28, District No. 29, District No. 34 and SBC Sanitation District.

“**Event of Default**” means an event described in Section 9.01.

“**Indenture**” means the Indenture, dated as of \_\_\_\_\_ 1, 2022, by and between the Authority and U.S. Bank Trust Company, National Association, as Trustee, as originally executed and as it may from time to time be amended, supplemented or otherwise modified in accordance with the terms thereof.

“**Installment Payments**” means, with respect to a District, the installment payments required to be made by such District pursuant to Section 5.02 of this Joint Acquisition Agreement.

“**Joint Acquisition Agreement**” means this Joint Acquisition Agreement, dated as of \_\_\_\_\_ 1, 2022, by and among the Districts and the Authority, as originally executed and as it may from time to time be amended, supplemented or otherwise modified in accordance with the terms hereof.

**“Master Obligation Agreement”** means the Master Obligation Agreement, dated as of \_\_\_\_\_, 2022, by and among the County Sanitation Districts of Los Angeles County party thereto and Zions Bancorporation, National Association, as Master Trustee, as originally executed and as it may from time to time be amended, supplemented or otherwise modified in accordance with the terms thereof.

**“MOA Default Event”** has the meaning ascribed to the term “Event of Default” in the Master Obligation Agreement.

**“Payment Date”** means March 15 and September 15 of each year, commencing September 15, 2022.

**“Purchased Improvements”** means, with respect to a District, the existing improvements to such District’s Sewerage System described in Exhibit A hereto.

**“Refinanced Project”** means the capital additions, replacements, betterments, extensions and improvements to the respective Sewerage Systems of the Districts financed with proceeds of the State Loans.

**“Shared Project Percentage”** means, with respect to a District, for any period, the percentage, specified in decimal form, of the quotient of (a) the number of Sewage Units attributable to such District for such period, divided by (b) the aggregate number of Sewage Units attributable to all of the Districts for such period (which methodology for determining such Shared Project Percentage conforms to the methodology by which costs of the Joint Outfall System are allocated among the Districts pursuant to the Joint Outfall Agreement).

**“State Loans”** means the loans evidenced by (a) Loan Contract (Contract No. 09-857-550; Project No. 5539-110), by and among the Districts and the State Water Resources Control Board, (b) Loan Contract (Contract No. 13-811-550; Project No. 5892-110), by and among the Districts and the State Water Resources Control Board, (c) Loan Contract (Contract No. 12-832-550; Project No. 7694-110), by and among the Districts and the State Water Resources Control Board, (d) Loan Contract (Contract No. D16-01011; Project No. 8189-110), by and among the Districts and the State Water Resources Control Board, (e) Loan Contract (Contract No. D16-01012; Project No. 8204-110), by and among the Districts and the State Water Resources Control Board, (f) Loan Contract (Contract No. D16-01013; Project No. 8205-110), by and among the Districts and the State Water Resources Control Board and (g) Loan Contract (Contract No. D17-01016; Project No. 8226-110), by and among the Districts and the State Water Resources Control Board, as amended to date.

**“Tax Certificate”** means the Tax Certificate executed by the Authority at the time of issuance of the Bonds relating to the requirements of Section 148 of the Code, including the [Certificate of the Districts and the other exhibits thereto], as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

**“Trustee”** means U.S. Bank Trust Company, National Association, acting in its capacity as Trustee under and pursuant to the Indenture, or any successor thereto as Trustee under the Indenture substituted in its place as provided therein.

**Section 1.02. Rules of Construction.** (a) The terms defined herein expressed in the singular shall, unless the context otherwise indicates, include the plural and vice versa.

(b) The use herein of the masculine, feminine or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine or neuter gender, as appropriate.

(c) References herein to a document shall include all amendments, supplements or other modifications to such document, and any replacements, substitutions or novation of, that document.

(d) Any term defined herein by reference to another document shall continue to have the meaning ascribed thereto whether or not such other document remains in effect.

(e) The use herein of the words “including” and “includes,” and words of similar import, shall be deemed to be followed by the phrase “without limitation.”

(f) Headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(g) All references herein to designated “Articles,” “Sections,” “Exhibits,” “subsections,” “paragraphs,” “clauses,” and other subdivisions are to the designated Articles, Sections, Exhibits, subsections, paragraphs, clauses, and other subdivisions of this Joint Acquisition Agreement.

(h) The words “hereof” (except when preceded by a specific Section or Article reference) “herein,” “hereby,” “hereunder,” “hereinabove,” “hereinafter,” and other equivalent words and phrases used herein refer to this Joint Acquisition Agreement and not solely to the particular portion hereof in which any such word is used.



## ARTICLE II

### REPRESENTATIONS

**Section 2.01. Representations of the Districts.** (a) Each District makes the following representations:

(i) such District is a county sanitation district organized and existing under the laws of the State;

(ii) such District has full legal right, power and authority to enter into this Joint Acquisition Agreement and carry out its obligations hereunder and to carry out and consummate all transactions contemplated by this Joint Acquisition Agreement, and such District has complied with the provisions of applicable law in all matters relating to such transactions;

(iii) by proper action, such District has duly authorized the execution, delivery and due performance of this Joint Acquisition Agreement;

(iv) this Joint Acquisition Agreement has been duly executed and delivered by such District and constitutes the legal, valid and binding agreement of such District enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(v) no consent or approval of any trustee or holder of any indebtedness of such District or any guarantor of indebtedness of, or credit provider of such District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority was or is necessary in connection with the execution and delivery of this Joint Acquisition Agreement by such District, the consummation of any transaction herein contemplated or the fulfillment of or compliance with the terms and conditions hereof, except as have been obtained or made and as are in full force and effect;

(vi) the execution and delivery of this Joint Acquisition Agreement and the consummation of the transactions herein contemplated will not violate, in a manner that would materially adversely affect such District's ability to perform its obligations hereunder, any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which such District is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default, with due notice or the passage of time or both, under any such indenture, agreement or other instrument, which conflict, breach or default would materially adversely affect such District's ability to perform its obligations hereunder, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of such

District, which lien, charge or encumbrance would materially adversely affect such District's ability to perform its obligations hereunder;

(vii) there is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of such District, after reasonable investigation, threatened, against or affecting such District or the assets, properties or operations of such District that, if determined adversely to such District or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, this Joint Acquisition Agreement, or upon the financial condition, assets, properties or operations of such District, and such District is not in default (and no event has occurred and is continuing that with the giving of notice or the passage of time or both would constitute a default) with respect to any judgment, order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Joint Acquisition Agreement, or the financial condition, assets, properties or operations of such District;

(viii) no MOA Default Event with respect to such District has occurred and is continuing; and

(ix) such District has determined that it is necessary and proper for the uses and purposes of such District within the terms of applicable law that such District acquire the Purchased Improvements in the manner provided for in this Joint Acquisition Agreement in order to provide essential services and facilities to the persons residing in the District.

(b) Each District hereby makes each of the representations made by such District in Section 2.01 of the Master Obligation Agreement.

**Section 2.02. Representations of the Authority.** The Authority represents that:

(a) the Authority is a joint exercise of powers authority organized and existing under the laws of the State;

(b) the Authority has full legal right, power and authority to enter into this Joint Acquisition Agreement and carry out its obligations hereunder and to carry out and consummate all transactions contemplated by this Joint Acquisition Agreement, and the Authority has complied with the provisions of applicable law in all matters relating to such transactions;

(c) by proper action, the Authority has duly authorized the execution, delivery and due performance of this Joint Acquisition Agreement;

(d) this Joint Acquisition Agreement has been duly executed and delivered by the Authority and constitutes the legal, valid and binding agreement of the Authority enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance,

moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(e) no consent or approval of any trustee or holder of any indebtedness of the Authority or any guarantor of indebtedness of, or credit provider of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority was or is necessary in connection with the execution and delivery of this Joint Acquisition Agreement by the Authority, the consummation of any transaction herein contemplated or the fulfillment of or compliance with the terms and conditions hereof, except as have been obtained or made and as are in full force and effect;

(f) the execution and delivery of this Joint Acquisition Agreement and the consummation of the transactions herein contemplated will not violate, in a manner that would materially adversely affect the Authority's ability to perform its obligations hereunder, any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Authority is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default, with due notice or the passage of time or both, under any such indenture, agreement or other instrument, which conflict, breach or default would materially adversely affect the Authority's ability to perform its obligations hereunder, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority, which lien, charge or encumbrance would materially adversely affect the Authority's ability to perform its obligations hereunder; and

(g) there is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Authority, after reasonable investigation, threatened, against or affecting the Authority or the assets, properties or operations of the Authority that, if determined adversely to the Authority or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, this Joint Acquisition Agreement, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default (and no event has occurred and is continuing that with the giving of notice or the passage of time or both would constitute a default) with respect to any judgment, order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Joint Acquisition Agreement, or the financial condition, assets, properties or operations of the Authority.

## ARTICLE III

### MASTER OBLIGATION AGREEMENT PROVISIONS

**Section 3.01. Senior Obligations; Senior Obligation Instrument.** The Installment Payments of each District are hereby designated as Senior Obligations of such District. This Joint Acquisition Agreement constitutes a Senior Contract with respect to each District and, consequently, a Senior Obligation Instrument with respect to each District.

**Section 3.02. Shared Project Obligations.** (a) The Installment Payments are Shared Project Obligations.

(b) The members of the Shared Project Group for the Installment Payments are the Districts.

(c) The Shared Project refinanced by the Installment Payments is the Refinanced Project.

(d) The Shared Project Percentage with respect to a District is the Shared Project Percentage (as defined in this Joint Acquisition Agreement) with respect to such District, and each District shall be responsible only for its Shared Project Percentage of the costs of the Refinanced Project and shall not be responsible for the Shared Project Percentage of such costs of any other District.

(e) Each District's Installment Payments due and payable on any date shall be equal to the product of (i) such District's Shared Project Percentage, times (ii) the aggregate of the Installment Payments of all of the Districts, including such District, due and payable on such date.

(f) The obligations of the Districts hereunder are several, and not joint, obligations.

**Section 3.03. Supported Obligations.** (a) The Installment Payments are both Shared Project Obligations and Supported Obligations.

(b) The Districts, which constitute the members of the Shared Project Group for the Installment Payments, also constitute the members of the Support Group for the Installment Payments.

(c) The Refinanced Project, which constitutes the Shared Project refinanced by the Installment Payments, also constitutes the Supported Project refinanced by the Installment Payments.

(d) The Shared Project Percentage for each District with respect to the Shared Project, which is the Shared Project Percentage (as defined in this Joint Acquisition Agreement) with respect to such District, is also the Shared Project Percentage for such District with respect to the Support Project.

(e) The provisions of Section 3.04(a) of the Master Obligation Agreement are expressly incorporated herein and each District expressly agrees to be bound by the provisions of said Section 3.04(a).

**Section 3.04. Special Limited Obligations.** (a) The obligation of each District to pay its Installment Payments is a special, limited obligation of such District payable, in the manner provided in the Master Obligation Agreement, solely from its Net Revenues and the other assets pledged to the payment thereof under the Master Obligation Agreement, and does not constitute a debt of such District or of the State or of any political subdivision thereof in contravention of any constitutional or statutory debt limit or restriction.

(b) Neither the faith and credit nor the taxing power of a District or the State or any political subdivision thereof is pledged to the payment of the Installment Payments of such District.

(c) The Authority by entering into this Joint Acquisition Agreement acknowledges that it has no right to payment of the Installment Payments of a District from any source other than the Net Revenues of such District and the other assets pledged to the payment thereof under the Master Obligation Agreement.

(d) None of the income or revenue from the ownership or operation of a District's Solid Waste System, or any real or personal property, or any interest therein, constituting a part thereof, or any other assets of such Solid Waste System, secures, is pledged to or is available, under any circumstances, for the payment of such District's Installment Payments, such District's Solid Waste System being defined for such purposes as the whole and each and every part of the solid waste collection, transfer, treatment, disposal, processing and storage facilities owned by such District, or in which such District has an ownership interest, and all resource recovery facilities, waste-to-energy facilities, landfills, recycling facilities, transfer stations, collection equipment and rail transportation facilities and equipment owned by such District, or in which such District has an ownership interest, and any and all facilities and equipment owned by such District, or in which such District has an ownership interest, related to the interconnection of such Solid Waste System to any purchaser of energy generated through the operation of such Solid Waste System, and other real and personal property, fixtures, rights therein, rights-of-way, easements and other interests constituting a part thereof.

(e) The provisions of this Section shall not be amended, supplemented or otherwise modified, except to reflect amendments, supplements or other modifications to the Master Obligation Agreement addressing such matters.

**Section 3.05. Limitations on Rights; Rights of the Master Trustee.** (a) The rights and obligations of a District under and as provided in this Joint Acquisition Agreement and the Installment Payments of such District, and the rights and obligations of the Trustee, as assignee of the Authority, under and as provided in this Joint Acquisition Agreement and the Installment Payments, shall, in all respects, be subject to the rights and obligations of, and the restrictions and limitations on, such District and the Trustee, as assignee of the Authority, under and as provided in the Master Obligation Agreement.

(b) Upon the occurrence and during the continuance of an Event of Default with respect to a District, the Master Trustee shall be entitled to exercise rights and take action with respect to such Event of Default in accordance with, and subject to, the provisions of Article VI of the Master Obligation Agreement; provided, however that the Trustee, as assignee of the Authority, shall have and be entitled to exercise any and all such rights as are granted thereto under and pursuant to, but subject to the provisions of, said Article VI, including requesting or directing the Master Trustee to take or refrain from taking certain actions as specified therein.

(c) The Authority, by entering into this Joint Acquisition Agreement, acknowledges and agrees that the Master Trustee is vested with all the moneys, estates, properties, rights, powers, trusts, duties, obligations and protections set forth or provided for in the Master Obligation Agreement and the Authority irrevocably authorizes the Master Trustee, subject to the provisions of the Master Obligation Agreement, to take such actions and execute such rights, powers and duties as are granted to the Master Trustee by the terms of the Master Obligation Agreement.

(d) The provisions of this Section shall not be amended, supplemented or otherwise modified, except to reflect amendments, supplements or other modifications to the Master Obligation Agreement addressing such matters.

## ARTICLE IV

### **PURCHASE OF PURCHASED IMPROVEMENTS BY, AND SALE THEREOF TO, THE AUTHORITY; PAYMENT**

**Section 4.01. Purchase and Sale of Purchased Improvements.** Each District represents and warrants that it is the sole and exclusive owner of such District's Purchased Improvements. The Authority hereby purchases from each District, and each District hereby sells to the Authority, such District's Purchased Improvements in accordance with the provisions of this Joint Acquisition Agreement. All right, title and interest in and to the Purchased Improvements shall immediately vest in the Authority on the Closing Date without further action on the part of the Authority or the Districts.

**Section 4.02. Payment.** On the Closing Date, the Authority shall pay to the Districts, as and for the purchase price of the Purchased Improvements, the amount of \$\_\_\_\_\_, which amount shall be paid from the proceeds of the Authority Bonds and which the Districts direct shall be applied as provided in Section 3.02 of the Indenture.

## ARTICLE V

### PURCHASE AND SALE OF PURCHASED IMPROVEMENTS; PAYMENTS

**Section 5.01. Purchase and Sale of Purchased Improvements.** Each District hereby purchases from the Authority, and the Authority hereby sells to such District, for the Installment Payments to be paid by such District, such District's Purchased Improvements in accordance with the provisions of this Joint Acquisition Agreement. All right, title and interest in and to the Purchased Improvements sold to a District by the Authority shall immediately vest in such District on the Closing Date without further action on the part of such District or the Authority.

**Section 5.02. Installment Payments.** (a) Each District shall pay to the Authority its Installment Payments at the times and in the amounts provided in this Joint Acquisition Agreement. The amount of the Installment Payment payable by a District on each Payment Date shall be equal to the product of such District's Shared Project Percentage times the interest on, or the principal of (including mandatory sinking fund redemptions) and interest on, as applicable, the Authority Bonds due on the following Interest Payment Date. Pursuant to the Indenture, the Installment Payments are to be applied to the payment of the principal of and interest on the Authority Bonds, and the Installment Payments of each District shall be made in amounts that are sufficient, but no more than sufficient, to pay such District's Shared Project Percentage of the scheduled payments of principal of (including mandatory sinking fund redemptions) and interest on the Outstanding Authority Bonds.

(b) Each Installment Payment shall be paid to the Trustee, as assignee of the Authority, no later than the applicable Payment Date, in lawful money of the United States of America, in funds that will be available not later than the Business Day following payment.

**Section 5.03. Delinquent Payments.** In the event a District fails to make any Installment Payment required to be made by it hereunder as and when the same is due, such Installment Payment shall continue as an obligation of such District until such amount shall have been fully paid and, to the extent permitted by law, such District shall pay the same with interest accruing thereon at a rate per annum equal to the highest rate of interest then borne by the Authority Bonds.

**Section 5.04. Obligation Absolute.** (a) The obligation of each District to make its Installment Payments from its Net Revenues and the other assets pledged to the payment thereof under the Master Obligation Agreement, as described in the Master Obligation Agreement, is absolute and unconditional, and until such time as such Installment Payments shall have been paid in full (or the agreements, covenants and other obligations of the Districts hereunder have been discharged and satisfied pursuant to Section 7.01), such District shall not discontinue or suspend any of its Installment Payments when due, whether or not the Purchased Improvements or any part thereof are operating or operable, or their use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Installment Payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.



(b) No District shall terminate this Joint Acquisition Agreement with respect to itself for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Purchased Improvements, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Authority to observe or perform any agreement, covenant, provision or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Authority or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion or acts or regulations of governmental authorities.

**ARTICLE VI**  
**COVENANTS**

**Section 6.01. Compliance with Master Obligation Agreement.** Each District shall comply with, keep, observe and perform all of the agreements, covenants, provisions and terms contained in the Master Obligation Agreement required to be complied with, kept, observed or performed by such District.

**Section 6.02. Compliance with Joint Acquisition Agreement.** Each District shall punctually pay its Installment Payments in strict conformity with the terms hereof and shall comply with, keep, observe and perform all of the agreements, covenants, provisions and terms contained in this Joint Acquisition Agreement required to be complied with, kept, observed or performed by such District.

**Section 6.03. Protection of Security and Rights of the Authority.** Each District shall preserve and protect the security hereof and the rights of the Authority to the Installment Payments of such District and shall warrant and defend such rights against all claims and demands of all Persons.

**Section 6.04. Tax Covenants.** No District shall take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Authority Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, each District shall comply with the requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Authority Bonds.

**Section 6.05. Continuing Disclosure.** Each District shall provide the Authority with such financial and operating data and other information with respect to such District, at such times, as is necessary or appropriate for the Authority to comply with its undertakings under the Continuing Disclosure Agreement.

**Section 6.06. Indemnification.** To the extent permitted by law, each District shall indemnify and hold the Authority and the Trustee, as assignee of the Authority, and their board members, officers and employees harmless against any and all liabilities that might arise out of or are related to the Purchased Improvements or any portion thereof or the Authority Bonds, and each District shall defend the Authority and the Trustee, as assignee of the Authority, and their board members, officers and employees in any action arising out of or related to the Purchased Improvements or any portion thereof or the Authority Bonds.

**Section 6.07. Further Assurances.** Each District shall adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of its obligations hereunder and for the better assuring and confirming unto the Authority the rights and benefits provided to it herein.

## ARTICLE VII

### DISCHARGE OF OBLIGATIONS

**Section 7.01. Discharge of Obligations.** If the Authority shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Authority Bonds the interest thereon and the principal thereof, or if all Outstanding Authority Bonds shall be deemed to have been paid at the times and in the manner stipulated in the Indenture, and if all amounts then due and payable under this Joint Acquisition Agreement shall have been paid or provided for, then all agreements, covenants and other obligations of the Districts hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

**Section 8.01. Events of Default.** The following events shall be Events of Default with respect to a District:

(a) the failure of such District to pay any Installment Payment of such District as and when the same shall become due and payable;

(b) the occurrence and continuance of an MOA Default Event with respect to such District;

(c) the failure by such District to observe and perform any of the covenants, agreements or conditions applicable to it set forth in this Joint Acquisition Agreement, if such failure shall have continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to such District by the Trustee, or to such District and the Trustee by the Owners of not less than 5% in aggregate principal amount of the Authority Bonds at the time Outstanding; provided, however, that, if in the reasonable opinion of such District the failure stated in the notice can be corrected, but not within such 30 day period, such failure shall not constitute an Event of Default if corrective action is instituted by such District within such 30 day period and such District shall thereafter diligently and in good faith cure such failure in a reasonable period of time, which period of time shall not exceed 180 days (inclusive of such 30-day period), unless the Trustee consents in writing to a longer period of time;

(d) the commencement by such District of a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

**Section 8.02. Remedies on Default.** Upon the occurrence of an Event of Default with respect to a District, the Authority, subject to the provisions of the Master Obligation Agreement, shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against such District or any board member, officer or employee thereof, and to compel such District or any such board member, officer or employee to perform and carry out his or her duties under applicable law and the agreements and covenants required to be performed by him or her contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Authority;

(c) by suit in equity require such District and its board members, officers and employees to account as the trustees of an express trust; and

(d) to have a receiver or receivers appointed for such District's Sewerage System and of the issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

**Section 8.03. Non-Waiver.** (a) Nothing in this Article or in any other provision hereof shall affect or impair the obligation of each District, which is absolute and unconditional, to pay its Installment Payments to the Authority at the respective due dates from its Net Revenues and the other assets pledged to the payment thereof under the Master Obligation Agreement, or shall affect or impair the right of the Authority, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

(b) A waiver by the Authority of any default or breach of duty or contract by a District shall not affect any subsequent default or breach of duty or contract by such District or impair any rights or remedies on any such subsequent default or breach of duty or contract by such District. No delay or omission by the Authority to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Authority by applicable law or by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority.

(c) If any action, proceeding or suit to enforce any right or exercise any remedy with respect to a District is abandoned or determined adversely to the Authority, such District and the Authority shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

**Section 8.04. Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by law.

**ARTICLE IX**

**MISCELLANEOUS**

**Section 9.01. Notices.** Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to a District: County Sanitation District No. 2  
of Los Angeles County  
1955 Workman Mill Road  
P.O. Box 4998  
Whittier, California 90607-4998  
Attention: Secretary to the Board

If to the Authority: Los Angeles County Sanitation Districts  
Financing Authority  
c/o County Sanitation District No. 2 of Los  
Angeles County  
1955 Workman Mill Road  
P.O. Box 4998  
Whittier, California 90607-4998  
Attention: Secretary of the Authority

If to the Trustee: U.S. Bank Trust Company, National Association  
  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, (d) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, or (e) if given by any other means, upon delivery at the address specified in this Section.

**Section 9.02. Amendments.** (a) This Joint Acquisition Agreement and the rights and obligations of the Districts and the Authority hereunder may be amended in writing as may be mutually agreed by the Districts and the Authority, with the written consent of the Owners of at least a majority in aggregate principal amount of Authority Bonds Outstanding, provided that no such amendment shall (i) extend the payment date of any Installment Payment, or reduce the

amount of any Installment Payment without the prior written consent of the Owner of each Authority Bond affected thereby, or (ii) reduce the percentage of Authority Bonds the consent of the Owners of which is required for the execution of any amendment of this Joint Acquisition Agreement.

(b) This Joint Acquisition Agreement and the rights and obligations of the Districts and the Authority hereunder may also be amended at any time by an amendment hereof, which shall become binding upon execution by the Districts and the Authority, without the written consents of any Owners, but only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Authority or the Districts contained in this Joint Acquisition Agreement other covenants and agreements thereafter to be observed or to surrender any right or power herein or therein reserved to or conferred upon the Authority or the Districts;

(ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Joint Acquisition Agreement; and

(iii) in any other respect whatsoever as the Authority and the Districts may deem necessary or desirable, provided that such amendment does not materially adversely affect the interests of the Owners of the Authority Bonds.

(c) The District shall not amend the Prior Installment Agreement, or agree to an amendment thereof if such amendment would materially adversely affect the interests of the Owners of the Authority Bonds.

**Section 9.03. Assignment to Trustee.** The Districts understand and agree that, upon the execution and delivery of the Indenture, which is occurring simultaneously with the execution and delivery of this Joint Acquisition Agreement, all of the Authority's right, title and interest in and to this Joint Acquisition Agreement (other than such rights of the Authority that are, as provided in the Indenture, retained by the Authority) is being assigned and transferred to the Trustee for the benefit of the Owners of the Authority Bonds. Each District hereby consents to such assignment and transfer. Upon the execution and delivery of the Indenture, references in the operative provisions hereof to the Authority shall be deemed to be references to the Trustee, as assignee of the Authority.

**Section 9.04. Benefits of Joint Acquisition Agreement Limited to Parties.** Nothing contained herein, expressed or implied, is intended to give to any Person other than the Districts, the Authority, and the assigns of the Authority, any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Districts or the Authority shall be for the sole and exclusive benefit of the Authority, and the assigns thereof, or the Districts, respectively.

**Section 9.05. Successor Is Deemed Included in all References to Predecessor.** Whenever either a District or the Authority is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in such District or the Authority, and all agreements and covenants required hereby to be

performed by or on behalf of such District or the Authority shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

**Section 9.06. Waiver of Personal Liability.** No board member, officer or employee of a District shall be individually or personally liable for the payment of the Installment Payments or other payments required to be made by the District hereunder, but nothing contained herein shall relieve any board member, officer or employee of the District from the performance of any official duty provided by any applicable provisions. of law or hereby.

**Section 9.07. Partial Invalidity.** If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of a District or the Authority shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof.

**Section 9.08. Effective Date; Termination.** This Joint Acquisition Agreement shall become effective upon its execution and delivery, and shall terminate when all Installment Payments and other payments required to be made hereunder shall have been fully paid and when there are no longer any Authority Bonds Outstanding.

**Section 9.09. Governing Laws.** This Joint Acquisition Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 9.10. Electronic Signatures.** Each of the parties hereto agrees that the transaction consisting of this Joint Acquisition Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Joint Acquisition Agreement using an electronic signature, it is signing, adopting and accepting this Joint Acquisition Agreement and that signing this Joint Acquisition Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Joint Acquisition Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Joint Acquisition Agreement in a usable format.

**Section 9.11. Execution in Counterparts.** This Joint Acquisition Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF,** the parties hereto have executed this Joint Acquisition Agreement as of the day and year first written above.

**COUNTY SANITATION DISTRICT NO. 1  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_



**COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 3  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 5  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 8  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 15  
LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 16  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 17  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 18  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 19  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 21  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 22  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 23  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 28  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 29  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 34  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**SOUTH BAY CITIES SANITATION  
DISTRICT OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

**LOS ANGELES COUNTY  
SANITATION DISTRICTS  
FINANCING AUTHORITY**

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Approved as to Form:  
Lewis Brisbois Bisgaard & Smith LLP

By: \_\_\_\_\_  
District Counsel

## EXHIBIT A

### DESCRIPTION OF PURCHASED IMPROVEMENTS

The Purchased Improvements consist of rehabilitation of existing sewers and construction of wastewater conveyance and treatment facilities in the Joint Outfall System as described below. Each District owns an undivided interest in the Purchased Improvements in the percentage set forth below.

#### *Percent Undivided Interest of Each District*

<u>District</u>	<u>Percent Undivided Interest</u>
District No. 1	8.64%
District No. 2	12.98
District No. 3	10.65
District No. 5	15.47
District No. 8	3.58
District No. 15	11.24
District No. 16	6.80
District No. 17	0.87
District No. 18	7.22
District No. 19	2.27
District No. 21	9.00
District No. 22	7.41
District No. 23	0.20
District No. 28	0.28
District No. 29	0.33
District No. 34	0.00
SBC Sanitation District	3.06

#### *Components of Purchased Improvements*

The Los Coyotes Water Reclamation Plant Interceptor Sewer Rehabilitation Phase II Project, which generally consists of rehabilitation of approximately ten thousand five hundred (10,500) linear feet of existing fifty-four (54) inch to seventy-eight (78) inch diameter reinforced concrete pipe with cured-in-place pipe liners, rehabilitation of ten existing manholes, construction of eight new manholes, and renovation of one existing manhole.

The Joint Outfall A - Unit 1A District 5 Interceptor Trunk Sewer Section 2A Rehabilitation Project, which generally consists of rehabilitation of seventeen (17) reaches of the D5 Interceptor ranging from fifty-seven (57) inch to sixty-six (66) inch diameter pipe with cured-in-place pipe liners, removal of sediments from the sewer, rehabilitation of corroded structures, and relocation of sewer connections to the D5 Interceptor.

The Long Beach Main Pumping Plant Facility Upgrades Project, which generally consists of construction of a new pumping plant facility including a wet well, dry well, control room, electrical room, and appurtenances and rehabilitation of the existing corroded fifty-four (54) inch concrete force main.

The Joint Outfall B Unit 1A Trunk Sewer Rehabilitation Phase 1 Project, which generally consists of rehabilitation of five thousand sixty-one (5,061) feet of one hundred forty-four (144) inch

reinforced concrete pipe by sliplining with one hundred twenty-six (126) inch diameter fiberglass reinforced plastic liner pipe and rehabilitation of manholes with a cured-in-place fiberglass lining system and an epoxy protective coating system for roof slabs.

The Joint Outfall A Unit 6 Trunk Sewer Rehabilitation Project, which generally consists of rehabilitation of approximately ten thousand four hundred (10,400) feet by sliplining with fifty-seven (57) inch, non-circular fiberglass reinforced plastic liner pipe and the rehabilitation of four manholes with a cured-in-place fiberglass lining system.

The Joint Outfall D Units 7 and 8 Trunk Sewer Rehabilitation Project, which generally consists of rehabilitation of approximately nine thousand nine hundred twenty (9,920) feet of fifty-four (54) inch and sixty (60) inch sewer by a combination of cured-in-place pipe liners and sliplining with fiberglass reinforced plastic liner pipe and the rehabilitation of fourteen (14) manholes with a cured-in-place fiberglass lining system.

The San Jose Creek Water Reclamation Plant Flow Equalization Facilities Phase 1 Project, which generally consists of the construction of an eight million gallon flow equalization tank, a pump station to drain the tank, an odor control system, and modifications to the existing primary effluent channel.