

**AMENDMENT NO. 1
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITIZENS WATER
AND
THE TOWN OF WHITESTOWN, INDIANA
REGARDING WATER CONNECTION AND CAPACITY**

THIS AMENDMENT NO. 1 (“Amendment”) to that certain Memorandum of Understanding of March 2013 (“MOU”) is made and entered into on the _____ of November , 2019 (the “Effective Date”), by and between the Board of Directors for Utilities of the Department of Public Utilities of the City of Indianapolis d/b/a CITIZENS WATER (“Citizens”) and the TOWN OF WHITESTOWN, INDIANA (“Whitestown”), (Citizens and Whitestown, each a “Party” and collectively the “Parties”):

RECITALS:

WHEREAS, Citizens is the successor-in-interest to the Department of Waterworks of the City of Indianapolis and Whitestown is the successor-in-interest to Boone County Utilities, LLC (“BCU”) under an Agreement For Purchase of Water Services dated April 8, 1996 (the “Original Agreement”); and

WHEREAS, the Original Agreement was subsequently amended by the Parties and/or their predecessors-in-interest on or about Sunday 12, 1997 (the “First Amendment”) and May 12, 2009 (the “Second Amendment”), and further clarified by the Parties through the MOU (the Original Agreement, First Amendment, Second Amendment, and MOU, collectively the “Agreement”); and

WHEREAS, the Parties have continued to operate under the terms contained in the MOU and Whitestown’s water demand has not increased as much as was contemplated under the MOU; and

WHEREAS, the Parties desire at this time to remove their respective obligations under the MOU for increases in water supply and corresponding minimum purchase requirements that were set to take effect on December 31, 2020, and December 31, 2025, respectively; and

WHEREAS, the Parties now desire to enter into this Amendment to modify the MOU to reflect the current status of the Parties’ operations, which includes: (i) eliminating the obligation, if any, to enter into a separate Metering and Operating Agreement as contemplated under the original MOU; and (ii) eliminating the MOU’s requirements for increased water supply obligations of Citizens and the corresponding minimum purchase requirements of Whitestown.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Citizens and Whitestown agree as follows:

1. Section 2 of the MOU is hereby amended and restated in its entirety with the following: The Parties agree that the water supply service from Citizens to Whitestown and the Parties' interconnection operations shall include the following:

- a. Whitestown will not exceed a Maximum Peak Delivery Flow Rate of 1,740 gallons per minute ("GPM") or 2.5 MGD at either connection point, or a combined 2,778 GPM or 4 MGD for both connection points.
- b. Both Parties will provide each other SCADA data access for both connection points, including flow, pressure, chlorine residual and tank levels.
- c. Mutually acceptable system operation guidelines to avoid adverse impacts on either system, as well as terms for metering, sampling, and backflow protection.
- d. Citizens will not seek to exercise its option to purchase the BCU Assets now owned by Whitestown (as defined and set forth in the Agreement) for up to three additional years from January 1, 2030, if such deferral is required and mandated by any financing undertaken by Whitestown for their Second Connection system improvements.
- e. The Parties will consider alternate rate structures for Whitestown.
- f. The Parties will cooperate in the future development of their respective systems in a manner which encourages efficiencies in service and costs to both Parties' systems, while assuring adequate, safe, and reliable service to their respective customers.

2. Section 3 of the MOU is hereby amended and restated in its entirety with the following: Whitestown hereby releases Citizens from liability for any alleged breaches of the Agreement arising from insufficient water supply occurring on or before June 1, 2013. Further, each Party acknowledges and agrees that, to the best of its knowledge, the other Party has satisfied and/or complied with the terms of the MOU through the Effective Date of this Amendment.

3. The Parties acknowledge that the provisions contained within this Amendment are binding upon and inure to the benefit of the Parties hereto, and that all provisions of the Agreement, including all rights, privileges, and remedies of the Parties in respect thereto, subject to the Parties' understandings of the Agreement set forth in this Amendment, remain in full force and effect.

4. Each party and signatory hereto has the authority to enter into the Amendment and at all times has full authority to perform this Amendment. No further approval or consent by any other person or authority is required.

5. This Amendment may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument.

6. This Amendment shall be effective as of the Effective Date.

IN WITNESS WHEREOF, the undersigned certify that they are duly authorized and empowered to execute this Amendment No. 1 to the MOU and thus bind the entity in whose behalf they sign as of the Effective Date.

“CITIZENS”

Citizens Water

By: Tyler A. Walker

Title: Vice President

AT

“TOWN”

Town of Whitestown, Indiana

By: _____

Attest:

By: _____