Westfield City Council Members
Mark Keen, President (District 1)
Steve Hoover (District 2)
Robert L. Horkay, (District 5)
Chuck Lehman, (District 4)
Joe Edwards (District 3)
Cindy L. Spoljaric (At Large)
Jim Ake Vice President (At Large)

CITY OF WESTFIELD, IN

CityCouncil_Meeting_Agenda_10_29_2012

Monday, October 29, 2012 at 07:00 PM

BOARD OR COMMISSION: **City Council Meeting**
MEETING DATE: **Monday, October 29, 2012 at 07:00 PM**
MEETING PLACE: **Westfield City Hall- Assembly Room**

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE COUNCIL

AGENDA

Pledge of Allegiance

Invocation

Opening of Meeting:

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Approval of City Council minutes of October 8, 2012 (regular meeting)
Documents: Minutes- 10/8/12

Guests:

Residents who wish to address the Council on items not on the agenda may do so at this time.

Council Response to Guest Comments

Claims:

Approval of Claims
Documents: Claims

Miscellaneous Business/Special Recognition:
None

Old Business:

Ordinance 12-32: Disposition of the Water & Wastewater Utility
Council Introduction- October 8, 2012
Public Hearing- October 29, 2012
Adoption Consideration- November 5, 2012
Documents: Ord. 12-32 | Exhibit A: Water Asset Purchase Agreement | Exhibit B: Wastewater Asset Purchase Agreement

Resolution 12-112: Amendment of Policies and Procedures Manual
Council Introduction- October 8, 2012
Adoption Consideration- October 29, 2012
Documents: Res. 12-112

Resolution 12-113: Park Impact Fee Zone Improvement Plan
Council Introduction- September 10, 2012
Adoption Consideration- October 29, 2012
Documents: Res. 12-113 | Staff Report | Certification

Ordinance 12-31: Park Impact Fee Ordinance
Council Introduction- October 8, 2012
APC Public Hearing- October 15, 2012
APC Recommendation- October 15, 2012
Adoption Consideration- October 29, 2012
Documents: Ord. 12-31 | Staff Report | Certification

New Business:

Resolution 12-114: Complete Streets Policy
Council Introduction- October 29, 2012
Documents: Res. 12-114

Ordinance 12-33: Additional Appropriation- Parks Impact Fee & Grant Fund
Council Introduction- October 29, 2012
Public Hearing- October 29, 2012
Adoption Consideration- November 12, 2012
Documents: Ord. 12-33

Ordinance 12-34: Amendment to Traffic Regulation Ordinance 11-30
Council Introduction- October 29, 2012
Adoption Consideration- November 12, 2012
Documents: Ord. 12-34 | Intersection Study

Ordinance 12-35: Adoption of ADA Coordinator and Grievance Procedures

Council Introduction- October 29, 2012
Adoption Consideration- November 12, 2012
Documents: Ord. 12-35

City Council Comments

Mayor Comments

Adjourn

Executive Session: I.C. 5-14-1.5-6.1 (b) (2) (B): Legal Issues

WESTFIELD CITY COUNCIL OCTOBER 8, 2012

The Westfield City Council met in regular session Monday October 8, 2012 at the Westfield City Hall. Members present were Jim Ake, John Dippel, Bob Horkay, Steve Hoover, Bob Smith, Cindy Spoljaric and Rob Stokes. Also present were Clerk-Treasurer Cindy Gossard and Attorney Matthew Strzynski from Kreig DeVault Law Firm, LLP.

President Horkay called the meeting to order at 7:01 P.M.

APPROVAL OF MINUTES:

Steve Hoover moved to approve the September 24, 2012 minutes as presented. John Dippel seconded. Vote: Yes-6; No-0; Abstain -1 (Cindy Spoljaric). Motion carried.

GUEST:

Matt Braun from the "Friends of Westfield Bark Park" read a letter of appreciation to the Mayor and City Council for their support.

CLAIMS:

Jim Ake moved to approve the claims as presented and this was seconded by Rob Stokes. Vote: Yes-7; No-0. Motion carried.

OLD BUSINESS:

Ordinance 12-30: 2013 Budget
Introduction – September 10, 2012
Public Hearing – September 24, 2012
Adoption Consideration – October 8, 2012

Chief of Staff Todd Burtron presented Ordinance 12-30 to the Council for consideration.

Jim Ake moved to approve Ordinance 12-30 as presented and this was seconded by Bob Smith. Vote: Yes-7; No-0. Motion carried.

Ordinance 12-29: Salary Ordinance
Introduction – September 24, 2012
Adoption Consideration – October 8, 2012

Todd Burtron was available for any questions after the September 24th introduction. Cindy Spoljaric had concerns with the minimum salary set for the Community/Economic Director. She understood why the current Director would have that as a minimum salary but the concern is if a new person were to take that position.

Mr. Burtron explained that Community and Economic are currently directed by one person and if that position were to change there is an opportunity for the Salary Ordinance to be amended. Ms. Spoljaric still had concerns.

John Dippel had a correction of the APC appointments salary.

John Dippel moved to approve Ordinance 12-29 with amendment of the APC salary and this was seconded by Jim Ake. Vote: Yes-6; No-1 (Cindy Spoljaric). Motion carried.

NEW BUSINESS:

Viking Meadows PUD Amendment
Introduction –October 8, 2012
APC Public Hearing – November 5, 2012
APC Recommendation – November 19, 2012
Adoption Consideration – December 10, 2012

Representing Community and Economic Development Andrew Murray introduced Viking Meadow PUD amendment to the Council. He described the configuration modifications to the PUD.

He introduced David Compton, President of Pulte Homes who described the modifications on a couple of lots.

After some discussion the Council's consensus was to send this on to the APC for a public hearing.

Ordinance 12-31: Park Impact Fee
Introduction – October 8, 2012
APC Public Hearing - October 15, 2012
APC Recommendation – November 5, 2012
Adoption Consideration – November 12, 2012

Assistant Director of Community/Economic Development Jennifer Miller introduced Ordinance 12-31 to the Council.

It was the Council's consensus to move Ordinance 12-31 on to the APC for consideration.

Ordinance 12-32: Disposition of the Water & Wastewater Utility
Introduction – October 8, 2012
Public Hearing – October 29, 2012
Adoption Consideration – November 5, 2012

Todd Burtron introduced Ordinance 12-32 to the Council. He also explained the process with time lines.

This will come back to the Council for a Public Hearing October 29, 2012 before consideration November 5, 2012.

Resolution 12-112: Amendment of Policies and Procedures Manual

Introduction – October 8, 2012
Adoption Consideration – October 29, 2012

John Dippel spoke on behalf of the Clerk-Treasurer's office. He explained that this addition to the Policy and Procedures Manual is a result of the last audit. This is an introduction and will come back for consideration at the October 29, 2012 Council meeting.

CITY COUNCIL COMMENTS:

- Cindy Spoljaric and Rob Stokes would like to see a consensus of the Council before expenditures are paid out of Council's line item. There was some discussion that historically these expenditures are looked at by the Council finance committee as well as the Chief of Staff.
- Bob Horkay announced that the Grand Junction Function (GJF) had a great showing even though the Council's car needs a little work
- John Dippel complimented Anne Poynter, DWA and the Derby committee for GJF
- Steve Hoover updated the Council on four reviews

MAYOR COMMENTS:

- Mayor Cook complimented Anne Poynter and the Derby committee for a successful GJF event. Channel 13 covered the event as well.
- Jan's Pizza sent a note to DWA and Anne on the increased business from the GJF event
- Tomorrow (Tuesday) INDOT with the cooperation of the City's staff will be installing left turn lanes at St. Rd. 32 and Union Street at all four streets
- October 3rd was "Walk to School" day. There were over 200 participants
- There are 18 people participating in a 10 week Police Citizen's Academy

Bob Smith moved to adjourn and this was seconded by Cindy Spoljaric. Vote: Yes-7; No-0. Motion carried. With no further business the meeting was adjourned 8:05 P.M.

_____ _____

Deputy Clerk-Treasurer President

DRAFT
October 3, 2012

ORDINANCE NO. 12-32

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, PROVIDING FOR THE DISPOSITION OF THE WATERWORKS UTILITY AND WASTEWATER UTILITY OF THE CITY

WHEREAS, the City of Westfield, Indiana (the "City"), has heretofore established and currently owns and operates (i) a sewage works for the collection and treatment of sewage and other waste (the "Wastewater Utility") pursuant to the provisions of IND. CODE § 36-9-23, as amended, and (ii) a waterworks furnishing the public water supply to the City and its inhabitants (the "Waterworks Utility" and collectively with the Wastewater Utility, the "Utilities"), pursuant to the provisions of IND. CODE § 8-1.5, as amended;

WHEREAS, the City has been exploring the possible disposition of the Utilities in order to pay for necessary upgrades to the City's basic utilities infrastructure, while maintaining the City's competitive cost structure relative to its peer cities in central Indiana and mitigating future utility rate increases for the City's utility customers;

WHEREAS, the City issued a Request for Proposals ("RFP") relating to the sale and disposition of the Utilities for the purpose of providing for the combined operation of the Utilities to achieve operating efficiencies, to keep customer rates as low as possible and to raise capital for City infrastructure projects;

WHEREAS, Citizens Energy Group ("Citizens") responded to the City's RFP indicating its desire to acquire the Utilities and entered into extensive discussions with the City which has resulted in the preparation of an Asset Purchase Agreement relating to the Water Utility (the "Water Utility Purchase Agreement" and an Asset Purchase Agreement relating to the Wastewater Utility (the "Wastewater Utility Purchase Agreement" and with the Water Utility Purchase Agreement, the "Agreements");

WHEREAS, IND. CODE § 8-1.5-2 generally provides for a process that a municipality must adhere to when undertaking the sale of any non-surplus utility property, including the property of the Water Utility;

WHEREAS, the Wastewater Utility, an operational utility of the City, constitutes more than real property or personal property and as such provisions relating solely to the disposition of real property and provisions relating solely to the disposition of personal property do not adequately serve to address the disposition of the Wastewater Utility;

WHEREAS, studies have shown that (i) issues related to urban water supply and demand should not be considered independently of issues related to wastewater disposal and water reuse; and (ii) water management strategies and opportunities for water reuse can only be properly evaluated in the context of their interactions with the overall waterworks system;

WHEREAS, the EPA has recognized that ensuring a sustainable water supply and infrastructure is a top national priority and has led collaborative efforts to integrate the management systems for water and wastewater operations, such as establishment of the Sustainable Water Infrastructure Initiative designed to ensure that all components of our nation's water infrastructure are capable of meeting future needs;

WHEREAS, to provide for a uniform and formal process for the disposition of both the Water Utility and the Wastewater Utility, the Common Council of the City (the "Common Council") adopted Ordinance No. 12-18 on June 25, 2012, pursuant to which the Common Council determined to exercise the powers available to it under IND. CODE § 8-1.5-2 with respect to the disposition of the Wastewater Utility, all as authorized by IND. CODE §36-1-3;

WHEREAS, IND. CODE § 8-1.5-2-4 provides that whenever a municipal legislative body determines to sell or otherwise dispose of non-surplus municipally owned utility property, it must appoint three disinterested persons to serve as appraisers for the purpose of appraising the value of the assets of the utility or utilities to be disposed by the City;

WHEREAS, the Common Council adopted Resolution No. 12-110 on September 10, 2012, setting forth its desire to initiate the proceedings to provide for the disposition of the Utilities and appointing Burgess & Niple, Inc, Integra Realty Resources, and SAIC Energy, Environmental and Infrastructure, LLC (collectively, the "Appraisers") as appraisers to provide an appraisal of the assets of the Utilities as required by IND. CODE § 8-1.5-2-4;

WHEREAS, the Appraisers completed their appraisal of the City's Utilities and determined that the value of the Waterworks Utility is $16,605,000 and the value for the Wastewater Utility is $57,819,000, as more fully set forth in the Appraisal Report previously presented to the Common Council (the "Appraisal");

WHEREAS, this Common Council adopted Resolution No. 12-111 on September 24, 2012, determining to proceed with the disposition of the Utilities and conduct a public hearing for the purpose of (i) reviewing and explaining the Appraisal; (ii) receiving public comments on the proposed disposition of the Utilities; and (iii) considering adoption of an ordinance providing for the sale or disposition of the Utilities;

WHEREAS, the Common Council conducted a public hearing on October 29, 2012 pursuant to the notice published in accordance with IND. CODE § 5-3-1;

WHEREAS, the Common Council desires to approve of and authorize the execution of the Water Utility Purchase Agreement which is attached hereto as Exhibit A and the

Wastewater Utility Purchase Agreement attached hereto as Exhibit B and the disposition of the assets of the Utilities to Citizens;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Common Council of the City of Westfield, Indiana, as follows:

Section 1. This Common Council hereby approves of the substantially final forms of the Water Utility Purchase Agreement attached hereto as Exhibit A and the Wastewater Utility Purchase Agreement attached hereto at Exhibit B providing for the sale of the Utilities to Citizens.

Section 2. This Common Council hereby authorizes the Mayor and the Clerk of the City to execute and deliver the Agreements in substantially the forms attached hereto at Exhibit A and Exhibit B with such changes to such Agreements and the schedules attached thereto as may be necessary or appropriate upon the approval of counsel.

Section 3. Upon the execution of the Agreements, this Common Council authorizes the officers of the City to take such action as may be necessary to consummate the sale and disposition of the Utilities to Citizens.

Section 4. Upon the conclusion of the Closing (as such term is defined in the Agreements), those ordinances of the City which are inconsistent with the operation and ownership of the Utilities by Citizens or otherwise inconsistent with the provisions of this Ordinance are repealed to the extent of such inconsistencies.

Section 5. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid for any reason, the remaining provisions hereof shall remain unaffected to the extent that such remaining provisions can, without the invalid provision or provisions, be given the effect intended by this Common Council in adopting this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and upon compliance with the procedures required by law.

* * * * *

ALL OF WHICH IS ORDAINED THIS _____ DAY OF _____, 2012.

WESTFIELD COMMON COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
Jim Ake	Jim Ake	Jim Ake
_____	_____	_____
John Dippel	John Dippel	John Dippel
_____	_____	_____
Steven Hoover	Steven Hoover	Steven Hoover
_____	_____	_____
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
_____	_____	_____
Robert J. Smith	Robert J. Smith	Robert J. Smith
_____	_____	_____
Cindy Spoljaric	Cindy Spoljaric	Cindy Spoljaric
_____	_____	_____
Robert W. Stokes	Robert W. Stokes	Robert W. Stokes

ATTEST:

_____
Cindy J. Gossard, Clerk Treasurer

I hereby certify that ORDINANCE NO. 12-32 was delivered to the Mayor of Westfield on the _____ day of _____, 2012, at _____ ___. m.

_____
Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE Ordinance No. 12-32 this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

I hereby VETO Ordinance No. 12-32 this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

ATTEST:

_____
Cindy J. Gossard, Clerk Treasurer

RESOLUTION 12-113

A RESOLUTION OF THE CITY OF WESTFIELD ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN

WHEREAS, The City of Westfield, ("City") is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council ("Council"); and,

WHEREAS, the Council has the duty and authority to approve any and all changes to the Westfield-Washington Comprehensive Plan; and,

WHEREAS, it has become necessary to amend the Comprehensive Plan by the addition of a new and revised Zone Improvement Plan which was adopted and certified by the Westfield-Washington Advisory Plan Commission ("APC") on October 15, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Westfield City Common Council meeting in session as follows:

Section 1. The Council has reviewed the amendment to the Comprehensive Plan regarding the new Zone Improvement Plan and certified by the APC and hereby approves the same.

Section 2. This Resolution shall be in full force and effect immediately and remain in effect until further action by the Council.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS RESOLVED THIS _____DAY OF _____2012.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
Jim Ake	Jim Ake	Jim Ake
_____	_____	_____
John Dippel	John Dippel	John Dippel
_____	_____	_____
Steven Hoover	Steven Hoover	Steven Hoover
_____	_____	_____
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
_____	_____	_____
Cindy Spoljaric	Cindy Spoljaric	Cindy Spoljaric
_____	_____	_____
Robert J. Smith	Robert J. Smith	Robert J. Smith
_____	_____	_____
Robert W. Stokes	Robert W. Stokes	Robert W. Stokes

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 12-113 was delivered to the Mayor of Westfield

on the _____ day of _____, 2012, at _____ ____ m.

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE RESOLUTION 12-113

this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

I hereby VETO RESOLUTION 12-113

this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

This document prepared by
Jennifer M. Miller, AICP
City of Westfield
317.223.6420

Westfield City Council Report

Resolution Number:	12-113
APC Petition Number:	1209-CPA-02
Petitioner:	City of Westfield
Requested Action:	The City of Westfield is requesting an update of the Park Impact Fee Zone Improvement Plan
Referral Date to APC:	September 10, 2012
APC Public Hearing:	October 15, 2012
APC Recommendation:	October 15, 2012
Adoption Consideration:	October 29, 2012
Prepared By:	Jennifer M. Miller, AICP

Petition History

On October 8, 2012 the City Council forwarded the Park Impact Fee Zone Improvement Plan (the "ZIP") to the Advisory Plan Commission (the "APC"). The Addendum was before the APC for public hearing on October 15, 2012. It was approved by the APC at the October 15, 2012 meeting.

Procedural

- ZIP updates must follow a process similar to that of a Comprehensive Plan and are required to be considered at a public hearing in accordance to with Ind. Code 36-7-4, 1300 Series.
- Notification of the October 15, 2012 APC public hearing, approval and certification was provided in accordance with the APC Rules of Procedure and Ind. Code 36-7-4, 500 Series.
- On October 15, 2012 the APC approved and certified the ZIP (7-0) to the City Council for adoption.
- The City Council may adopt this item on the October 29, 2012 meeting.

Summary

The Plan complies with statutory requirements for Zone Improvement Plan content and is necessary to make changes to a park impact fee ordinance. The plan recommends a park impact fee to be charged by the City within the corporate limits for a period of five years. The Plan applies to parks within the corporate limits of the City of Westfield. A comparison of impact fees with other Central Indiana communities may be found on page 36, while the recommended fee is on page 38.

Recommendations / Actions

- City Economic and Community Development Staff (October 15, 2012)
  The Westfield Economic and Community Development Staff recommended that the APC approve and certify the ZIP to the City Council for adoption.

- Advisory Plan Commission (October 15, 2012)
  The Westfield-Washington Township Advisory Plan Commission approved and certified the ZIP to the City Council for adoption (vote of 7-0).

- City Council
  - Introduction: September 10, 2012
  - Eligible for Adoption: October 29, 2012

Submitted by:
Jennifer Miller, AICP

WESTFIELD-WASHINGTON ADVISORY PLAN COMMISSION
CERTIFICATION

The Westfield-Washington Advisory Plan Commission (the "APC"), held a public hearing on Monday October 15, 2012 to consider an update to the Park Impact Fee Zone Improvement Plan. Notice of public hearing was advertised and presented to the APC. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The proposed update is described as follows:

Case No.	1209-CPA-02
Petitioner	City of Westfield
Description	The City of Westfield requests an update to the Park Impact Fee Zone Improvement Plan.

On October 15, 2012, the APC voted to approve and certify 1209-CPA-02 to the Westfield City Council by vote of 7-0.

I, Matthew S. Skelton, Esq., being the Secretary of the APC, do herby certify that the information contained herein is a true and accurate record of the APC's action on 1209-CPA-02.

Matthew S. Skelton, Esq. Secretary

October 16, 2012
Date

ORDINANCE 12-31

AN ORDINANCE ESTABLISHING AN EQUITABLE IMPACT FEE FOR THE PURPOSE OF PLANNING AND FINANCING PARK INFRASTRUCTURE NEEDED TO SERVE NEW DEVELOPMENT IN THE CITY OF WESTFIELD

WHEREAS, the City Common Council (the "Council") of the City of Westfield, Indiana (the "City") finds that it is reasonable and necessary to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the City by providing for an equitable program to fund the capital costs of new park infrastructure necessary to serve newly developing areas of the City; and

WHEREAS, the Council finds that it is reasonable and necessary to promote the orderly development of the City by establishing standards by which the City may require that new development shall pay a park impact fee, in accordance with Ind. Code § 36-7-4-1300 *et seq.*, (the "Impact Fee") representing the development's proportionate share of the capital cost of new park infrastructure necessary to serve new development in the City; and

WHEREAS, the Council finds that new development should not be required to pay a fee for the capital costs of new park infrastructure greater than the development's proportionate share of the capital costs of such infrastructure which is needed to serve such development; and

WHEREAS, the City has caused to be prepared the Westfield Park Impact Fee Zone Improvement Plan (the "Zone Improvement Plan") prepared by Kenneth Kingshill and adopted by the Council in its Resolution 12-113; and

WHEREAS, because of the size of the City, considering both its population and geographic area, as well as the distribution of public and private institutions, services and other facilities throughout the City, any park improvement benefits all citizens of the City equally; and

WHEREAS, it has been the stated objective of the City that the analysis contained in the Zone Improvement Plan supports and should result in the implementation of an Impact Fee which meets the requirements of Indiana law; and

WHEREAS, the Westfield Impact Fee Advisory Committee, at its meetings on July 26, 2012 and August 23, 2012, considered the analyses contained in the Zone Improvement Plan and this Ordinance in accordance with Ind. Code § 36-7-4-1312; and

WHEREAS, the Westfield Advisory Plan Commission properly noticed, advertised and conducted a public hearing on this Ordinance on October 15, 2012; and

WHEREAS, having given due deliberation to the Zone Improvement Plan prepared by Kenneth Kingshill which provides the basis for this Ordinance, the Westfield Advisory Plan Commission has recommended adoption of this Ordinance to the Council; and

WHEREAS, the purpose of this Ordinance is declared as expressly not to deter growth, remedy existing infrastructure deficiencies or pay for maintenance or other "non-capital costs."

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Common Council of the City of Westfield, Hamilton County, Indiana as follows:

Section 1. Conditional Repeal and Limitation on Imposition of Impact Fee. This Ordinance shall expire and become void five (5) years after its effective date, as required by Ind. Code § 36-7-4-1340, unless action is undertaken to replace it consistent with the provisions of Indiana law which contemplates a replacement impact fee ordinance.

Section 2. Establishment of Impact Zone.

a. There is hereby established for the City a park infrastructure Impact Zone (as defined in Ind. Code § 36-7-4-1307), the borders of which are co-terminus with the existing corporate boundary of the City of Westfield, Hamilton County, Indiana, as they may be extended from time to time through annexation, over all of which the City exercises planning and zoning jurisdiction. The Council specifically finds that there is a functional relationship between the components of the parks element of the Zone Improvement Plan and that such park improvement recommendations provide a reasonably uniform benefit to all of the citizens of the City throughout the Impact Zone as of the effective date of this Ordinance. The City further finds that all areas within the Impact Zone are contiguous, as required by Ind. Code § 36-7-4-1316.

b. Except as provided below, this Ordinance shall apply uniformly to all residential developments within the Impact Zone hereby established for which the City may require a structural building permit and which create a need for new or additional park infrastructure. This Ordinance shall not apply to:

i. developments meeting the requirements set forth in Ind. Code § 36-7-4-1322(g);

ii. improvements which do not require a structural building permit;

iii. improvements which do not create a need for new or additional park infrastructure, including the erection of a sign, structures or fences, or the alteration, renovation or expansion of an improvement where the use, or intensity thereof, has not changed; and

iv. the replacement of a destroyed or partially destroyed improvement; provided, however, that the replacement improvement does not create a need for new and additional park infrastructure over and above the infrastructure needed for the original improvement prior to the destruction or partial destruction thereof.

Section 3. Establishment of Impact Fee.

a. Based upon the analyses contained in the Zone Improvement Plan, the City finds, determines, establishes and adopts that the cost per dwelling unit within the Impact Zone is in the amount of (See Exhibit A).

b. The City hereby makes as a part of the record of these proceedings all of the data collected, calculations made, and conclusions reached by Kenneth Kingshill in the process of developing the Zone Improvement Plan, and specifically instructs the employees of the City to make such data and all other information gathered and used in preparing the Zone Improvement Plan publicly available as a public record of the City for review during the City's regular business hours. The City further authorizes Kenneth Kingshill to sell or otherwise distribute copies of the Zone Improvement Plan and any of the other data collected upon which it relied, at a cost reasonably intended to compensate them for the cost of reproduction only. The City makes the specific finding that this Ordinance is the result of the advice it received from Kenneth Kingshill.

c. In the event that any parcel of real estate considered in the creation of the Zone Improvement Plan undergoes a change in use, redevelopment, or modification which requires an improvement location permit, and creates a need for new park and recreation infrastructure, an Impact Fee will only be assessed for the increase in the burden on infrastructure.

Section 4. Credit in Lieu of Payment; Exemptions.

a. Any person or entity obligated to pay a fee pursuant to the terms of this Ordinance shall have the option of financing, constructing and dedicating actual park infrastructure instead of paying all or part of the Impact Fee which may be due, so long as such financing, construction and dedication are accomplished pursuant to the City of Westfield Parks and Recreation Master Plan and in accordance with the park specifications for such park improvements within the City at that time. Such fee payer, or other person or entity providing the infrastructure or improvement, shall be given credit upon a verified certification from a registered engineer, architect or contractor of the actual costs of planning, financing, constructing and dedicating such park improvements or infrastructure to the City. Such certification shall be presented prior to the issuance of any structural building or improvement location permit. In the event the actual cost of such planning, financing, construction and dedication do not equal the amount of the Impact Fee due pursuant to the calculation provided for in the schedule set forth in Section 3 hereof, the remaining balance shall be due by such fee payer to the City in accordance with the provisions this Ordinance.

b. Credits against Impact Fees otherwise due shall be allowed pursuant to this Section 4 for all infrastructure and improvements constructed or furnished in accordance with Ind. Code §§ 36-7-4-1313 and 1335. A fee payer or other person or entity responsible for installing infrastructure or improvements may designate in writing a method of allocating its credits to future fee payers who may be successors in interest to the credits earned by the fee payer or others, as part of the certification provided above.

c. Any person or entity otherwise obligated to pay the fee established by this Ordinance whose property was totally or partially destroyed by fire, storm or other casualty beyond their control, shall be exempt from paying the Impact Fee if they repair or replace the destroyed structure without creating a burden on infrastructure greater than the burden imposed by the destroyed structure. In the event it creates any additional burden, the Impact Fee shall be calculated based only on the increased burden created by the structure.

Section 5. Impact Fee Due Upon Issuance of Structural Building Permit. The Impact Fee imposed pursuant to the terms of this Ordinance shall be due and payable upon the issuance of a structural building permit by the City. It is understood that a structural building permit is synonymous with the term "structural building permit" as used in Ind. Code § 36-7-4-1323, in that the issuance of a structural building permit authorizes the applicant to commence construction activities, structural and otherwise. The entire Impact Fee which is calculated pursuant to the terms of this Ordinance shall be due at the time of permit issuance unless the amount of the fee upon calculation is greater than Five Thousand Dollars ($5,000), in which case an installment plan may be requested by the applicant in accordance with the terms of Ind. Code § 36-7-4-1324.

The Westfield Impact Fee Review Board (the "Review Board"), as identified in Section 11 herein, shall establish specific rules for installment payments consistent with Indiana law. The interest rate on any installment plan or deferred payment shall be the pre-judgment rate of interest set forth in the Indiana Code.

If a fee payer so requests, the amount of the Impact Fee shall be assessed upon the voluntary submission of a development plan or upon the issuance of the structural building permit, whichever is earlier. For purposes of this Section 5, "assessment" means the act of calculating the amount of the Impact Fee which shall be due. The City shall make such assessment within thirty (30) days of the date of such voluntary request or at the issuance of the structural building permit with or without a request.

Section 6. Lien Rights Established. Pursuant to Ind. Code § 36-7-4-1325, the City acquires a lien against the real estate which is the subject of the Impact Fee on the date the structural building permit is issued. Upon final adoption, this Ordinance shall be recorded and, thereafter, it shall constitute constructive notice of the lien rights of the City. The City may, in its discretion, file a specific instrument setting forth its statutory lien rights with respect to a parcel of real estate which is the subject of an installment payment of an Impact Fee, and such instrument shall constitute actual notice in addition to the constructive notice provided for by the recording of this Ordinance.

Section 7. Form of Receipt. The Clerk-Treasurer of the City shall issue a receipt for any and all Impact Fees collected, and the form of such receipt shall be as follows:

RECEIPT
Office of Clerk-Treasurer

_____ Fund

Westfield, IN _____ 20_____

RECEIVED FROM _____ $_____
THE SUM OF _____
ON ACCOUNT OF _____
_____

_____
Clerk/Treasurer

Payment type & amount
Cash _____ Check _____ M.O. _____
E.F.T. _____ C.C./B.C. _____ Other _____

Section 8. Appeals.

a. Any fee payer who believes itself to be aggrieved by the calculation of the Impact Fee may appeal from such calculation to the Review Board and the Review Board shall conduct a hearing with regard thereto. At such hearing, the fee payer shall bear the burden of presenting either of the following propositions:

i. A fact assumption used in determining the amount of the Impact Fee is incorrect; or

ii. The amount of the Impact Fee is greater than the amount allowed under Ind. Code §§ 36-7-4-1320, 1321, and 1322.

Upon conclusion of the presentation of evidence, the Review Board shall make a determination within not more than thirty (30) days, upon the facts presented and may make such adjustments in the Impact Fee as they believe are appropriate under the circumstances, if any.

b. An appeal under this Section 8 must be filed not later than thirty (30) days after the issuance of the structural building permit. The appeal shall be initiated with the filing of a Petition for Review with the Clerk-Treasurer's office, together with a filing fee in the amount of One Hundred Dollars ($100). The filing fee shall be refunded in full (1) if the Petition for Review is granted and the Impact Fee is eliminated, reduced or adjusted by the Review Board, by independent action of the City, or by a court having jurisdiction, and (2) if the reviewing body determines that the amount of the fee, reductions, or credits was arbitrary or capricious. The Petition for Review shall be in a form calculated to inform the Review Board

of the nature of the complaint, the parties to the action, and the relief requested. In addition, the petition shall describe the new development on which the Impact Fee has been assessed, all facts relating to the assessment of the Impact Fee, and the reasons petitioner believes that the amount of the Impact Fee assessed is erroneous or is greater than the amount allowed by the fee limitations set forth in the enabling statute.

c. The City shall not deny the issuance of a structural building permit on the basis that the Impact Fee has not been paid or condition issuance of the permit on the payment of the Impact Fee. If the Impact Fee totals One Thousand Dollars ($1,000) or less, the City may require the fee payer to pay the Impact Fee or initiate an appeal under this Section 8 before the structural building permit is issued.

Section 9. Parks and Recreation Fund.

a. The City has established a Parks and Recreation Fund (the "Fund") in compliance with Ind. Code § 36-7-4-1329.

b. Pursuant to Ind. Code § 36-7-4-1332(e), the Clerk-Treasurer is designated as the City official responsible for acting upon refund requests. In order to facilitate refunds when they may be due, the Clerk-Treasurer is directed to identify the purpose of any Impact Fee paid in order that a refund, if any, may be paid from the Fund or account into which the fee was originally deposited.

Section 10. Use of Impact Fees Collected Pursuant to this Ordinance. Any and all fees collected pursuant to the provisions of this Ordinance may be utilized for the purposes identified in Ind. Code § 36-7-4-1330, only by the City, which, for purpose of this Ordinance, is identified as the "infrastructure agency" contemplated by Ind. Code § 36-7-4-1317.

Section 11. Westfield Impact Fee Review Board. The City has established an impact fee review board, the Westfield Impact Fee Review Board (the "Review Board"), in accordance with the Ind. Code § 36-7-4-1338.

Section 12. 1300 Series Impact Fees. The Council specifically acknowledges the existence of Ind. Code §§ 36-7-4-1300 through 36-7-4-1342 (the "1300 Series") which regulates the imposition of Impact Fee ordinances by municipal corporations within the State of Indiana. It is the intent of the Council and the City to comply with this law, and this Ordinance shall be construed in all respects to be consistent with it. The substantive and procedural requirements of the 1300 Series shall control in the event of any conflicts with this Ordinance.

Section 13. Effective Date. This Ordinance shall be effective on June 10, 2013, at least six (6) months following its adoption as required by Indiana law.

Section 14. Savings Clause. If any title, section, subsection, phrase, clause, sentence, or word of this Ordinance shall for any reason be held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

Section 15. Construction of Clause Headings. The clause headings appearing herein have been provided for convenience and reference and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clause to which they pertain.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

ALL OF WHICH IS ORDAINED THIS _____DAY OF _____2012.

WESTFIELD COMMON COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
Jim Ake	Jim Ake	Jim Ake
_____	_____	_____
John Dippel	John Dippel	John Dippel
_____	_____	_____
Steven Hoover	Steven Hoover	Steven Hoover
_____	_____	_____
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
_____	_____	_____
Robert J. Smith	Robert J. Smith	Robert J. Smith
_____	_____	_____
Cindy Spoljaric	Cindy Spoljaric	Cindy Spoljaric
_____	_____	_____
Robert W. Stokes	Robert W. Stokes	Robert W. Stokes

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 12-31 was delivered to the Mayor of Westfield on the _____ day of _____, 2012, at _____ ____ m.

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 12-31 this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 12-31 this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

Exhibit A

Park Impact Fee Schedule

	Per Dwelling Unit
June 10, 2013 to June 10, 2014 fee:	$1,120
June 11, 2014 to June 10, 2018 fee:	$1,309

Westfield City Council Report

Ordinance Number:	12-31
APC Petition Number:	1210-ZOA-03
Petitioner:	City of Westfield
Requested Action:	The City of Westfield is proposing ordinance 12-31 to update the Park Impact Fee.
Filing Date:	September 28, 2012
Referral Date to APC:	October 8, 2012
APC Public Hearing:	October 15, 2012
APC Recommendation:	October 15, 2012
Eligible for Adoption:	October 29, 2012
Prepared By:	Jennifer M. Miller, AICP

PETITION HISTORY

This item was introduced to the City Council on October 8, 2012. The Advisory Plan Commission (the "APC") held a public hearing on October 15, 2012. It was approved by the APC during the October 15, 2012 meeting. Certification of the vote is provided as Exhibit 1.

PROCEDURAL

- Park Impact Fee Ordinances are required to be adopted in the same manner as zoning ordinances per Ind. Code § 36-7-4-1311.
- The Advisory Plan Commission (the "APC") held a public hearing on October 15, 2012, at the direction of the City Council.
- Notification of the October 15, 2012 public hearing was provided in accordance with the Advisory Plan Commission Rules of Procedure.
- The Westfield City Council may take action on this item at the October 29, 2012 meeting.
- The existing City of Westfield Park Impact Fee Ordinance 07-32 will expire June 10, 2013; therefore, action must be taken on this item by December 10, 2012 per Ind. Code § 36-7-4-1300 series.

PROJECT OVERVIEW

Project Description
State statute, Ind. Code § 36-7-4-1300, requires the City Council to review and approve the Zone Improvement Plan (the "ZIP") (1209-CPA-02) prior to making changes to a park impact fee. The Westfield Park Impact Fee Ordinance (the "Ordinance") establishes a fee and schedule of implementation for a park impact fee.

The Ordinance complies with the statutory requirements for a park impact fee ordinance. The Ordinance would apply to residential development within the City's corporate limits. Collected fees could then be applied to public parks within the corporate limits.

There were no comments were received from the public during the public hearing on October 15, 2012 or in writing prior to the meeting.

RECOMMENDATIONS/ACTIONS

- Community Development Department [October 15, 2012]
  The Westfield Economic and Community Development Staff, made a recommendation that the APC forward a favorable recommendation to the City Council.

- Advisory Plan Commission [October 15, 2012]
  The Westfield-Washington Advisory Plan Commission has forwarded a unanimous favorable recommendation to the City Council (7-0).

- City Council
  - Introduction: [October 8, 2012]
  - Eligible for Adoption: [October 29, 2012]

Submitted By: Jennifer M. Miller, AICP

WESTFIELD-WASHINGTON ADVISORY PLAN COMMISSION
CERTIFICATION

The Westfield-Washington Advisory Plan Commission (the "APC"), held a public hearing on Monday October 15, 2012 to consider Ordinance 12-31, Park Impact Fee. Notice of public hearing was advertised and presented to the APC. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The proposed update is described as follows:

Case No.	1210-ZOA-03
Petitioner	City of Westfield
Description	The City of Westfield requests an update to the Park Impact Fee Ordinance.

On November 5, 2012, the APC voted to approve and certify 1210-ZOA-03 to the Westfield City Council by vote of 7-0.

I, Matthew S. Skelton, Esq., being the Secretary of the APC, do herby certify that the information contained herein is a true and accurate record of the APC's action on 1210-ZOA-03.

Matthew S. Skelton, Esq. Secretary

October 16, 2012
Date

ORDINANCE 12-33

ORDINANCE FOR ADDITIONAL APPROPRIATION

WHEREAS, The City of Westfield, ("City") is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council ("Council"); and,

WHEREAS, it is the duty and the responsibility of the Council to maintain the fiscal integrity of the finances of the City, and

WHEREAS, sometimes becomes necessary to appropriate additional funds within the approved budget as contemplated and authorized under I.C. 36-4-7-8 to maintain that fiscal integrity.

NOW, THEREFORE, BE IT ORDAINED by the Westfield City Common Council meeting in session as follows:

Section 1. That the additional appropriation of Ten Thousand dollars ($10,000.00) received by grant from the Hamilton County Convention and Visitors Bureau is hereby authorized to be transferred and appropriated as indicated below.

Section 2. That said amounts shall be distributed as follows:

$5,844.00 to: Park Impact Fee Fund 204001349

$4,156.00 to: Grant Fund 552001349

Section 3. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict herewith are hereby ordered repealed.

ALL OF WHICH IS ORDAINED THIS _____DAY OF _____2012.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
Jim Ake	Jim Ake	Jim Ake
_____	_____	_____
John Dippel	John Dippel	John Dippel
_____	_____	_____
Steven Hoover	Steven Hoover	Steven Hoover
_____	_____	_____
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
_____	_____	_____
Robert J. Smith	Robert J. Smith	Robert J. Smith
_____	_____	_____
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric
_____	_____	_____
Robert W. Stokes	Robert W. Stokes	Robert W. Stokes

ATTEST:

_____

Cindy J. Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 12-33 was delivered to the Mayor of Westfield

on the _____ day of _____, 2012, at _____ ____ m.

_____
Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 12-33

this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 12-33

this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

ATTEST:

_____
Cindy J. Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

RESOLUTION 12-112

RESOLUTION TO ADOPT 2012 AMENDED PERSONNEL POLICIES, PROCEDURES AND BENEFITS MANUAL

WHEREAS, The City of Westfield, ("City") is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council ("Council"); and,

WHEREAS, the Council has the duty and authority to maintain clear, current and written Personnel Policies, Procedures and Benefits Manuals for the use and reference by the employees of the City; and,

WHEREAS, said manual must be adapted and modified to remain current and useful to all City employees.

NOW, THEREFORE, BE IT RESOLVED by the Westfield City Common Council meeting in session as follows:

Section 1. That the City hereby adopts the changes to the City of Westfield Personnel Policy, Procedure and Benefits Manual as outlined by Exhibit "A" , attached hereto and incorporated by reference herein.

Section 2. All current employees of the City shall receive and acknowledge in writing the receipt of the City of Westfield Personnel Policies, Procedures, and Benefits Manual in the form attached hereto, and each person who becomes an employee of the City hereafter shall also receive a copy of such manual (or any amended version thereof that is approved hereafter by the Council) and acknowledge such receipt in writing.

Section 3. This Resolution shall be in full force and effect immediately, all acts necessary in the creation of this manual and amendments thereof are hereby ratified.

ALL OF WHICH IS RESOLVED THIS _____DAY OF _____2012.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
Jim Ake	Jim Ake	Jim Ake
_____	_____	_____
John Dippel	John Dippel	John Dippel
_____	_____	_____
Steven Hoover	Steven Hoover	Steven Hoover
_____	_____	_____
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
_____	_____	_____
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric
_____	_____	_____
Robert J. Smith	Robert J. Smith	Robert J. Smith
_____	_____	_____
Robert W. Stokes	Robert W. Stokes	Robert W. Stokes

ATTEST:

_____
Cindy J. Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 12-112 was delivered to the Mayor of Westfield on the _____ day of _____, 2012, at _____ ____ m.

_____
Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE RESOLUTION 12-112 this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

I hereby VETO RESOLUTION 12-112 this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

ATTEST:

_____
Cindy J. Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

Employees will be entitled only to regular straight time pay (for 8 hours or 7 ½ hours whichever is the normal work shift) while attending approved seminar, conference or workshop during the normal workday. If evening or weekend participation is required for training, such training may be paid as dictated by applicable law.

There may be specific departmental policies regarding this issue. Confer with your department head to learn of specific departmental rules.

3.04 Travel and Expense Reimbursement

It is the intent of the City of Westfield to reimburse all reasonable out-of-pocket expenses incurred by employees during training, conference and meeting activities approved by the City through the department head approval process.

The employee must complete an expense reimbursement form within 5 working days upon return from each activity. The reimbursement form must be submitted to the Department Head for an approval signature before forwarding to the Clerk Treasurer for processing and payment.

Cash advances for employees that are traveling to conventions, seminars or training are available with a 10 day notice to the Clerk Treasurer's Office. Department head approval is required and the/any unused funds must be returned to the Clerk Treasurer's Office within 5 days of return from said activity. Receipts of expense must be produced to validate reimbursement or payment of unused advances.

Credit card use will be administered by the City Mayor, City Clerk Treasurer and Chief Administrative Officer. Use of the credit card for purchases has ceased at the Department Director level. This includes but is not limited to travel expenses. Payment for City related expenses must be arranged through one of the above mentioned entities. No expenses will be paid without proper documentation. This is an effort to control fines and inappropriate expenses for auditing purposes. All expenses not handled through this process will be documented and approved through the claim process. No expenses will be paid without proper documentation.

For further information or questions, please contact the Clerk Treasurer's Office.

3.05 Seminar/Meeting/Conference Reimbursement

Conferences, Seminars, or Meetings Attended within 50 Miles of Westfield

Specific to meal expenses, related to training and education for an event within 50 miles (one way) of Westfield, City Council will allow for certain meals to be reimbursed, as directed and approved by Department Head and by Clerk Treasurer

ORDINANCE 12-35
AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF WESTFIELD, INDIANA
ADOPTING THE AMERICANS WITH DISABILITIES ACT (ADA)
ADA COORDINATOR AND GRIEVANCE PROCEDURES

WHEREAS, the Federal government enacted the Americans with Disabilities Act of 1990 (ADA) to prevent discrimination of the physically and mentally disabled relating to employment and access to public facilities; and

WHEREAS, in compliance with Title II of the ADA the City of Westfield Will name an ADA Coordinator; and

WHEREAS, in compliance with Title II of the ADA the City of Westfield Will adopt a grievance procedure for resolving complaints alleging violation of Title II of the ADA; and

WHEREAS, in compliance with Title II of the ADA the City of Westfield Will publish notice to the public regarding the ADA; and

WHEREAS, in compliance with Title II of the ADA the City of Westfield Will post the ADA coordinator's name, office address, and telephone number along with the ADA Notice and ADA grievance procedure on its website.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Westfield, Indiana:

The Human Resource Coordinator is designated as the ADA Coordinator for the City. The Notice under the Americans with Disabilities Act, a copy of which is attached hereto, is adopted as the City of Westfield Notice under the Americans with Disabilities Act.

The City of Westfield Grievance Procedure under the Americans with Disabilities Act, a copy of which is attached hereto, is adopted as the grievance procedure for addressing complaints alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by the City of Westfield.

In compliance with Federal and State laws as set forth above, the City Council resolves to post the required information regarding the ADA coordinator, Notice under the Americans with Disabilities Act, and City of Westfield Grievance Procedure under the

Americans with Disabilities Act on its website and at such other locations as may be determined from time to time.

ALL OF WHICH IS ORDAINED THIS _____ DAY OF _____, 2012.

WESTFIELD COMMON COUNCIL

Voting For	**Voting Against**	**Abstain**
Jim Ake	Jim Ake	Jim Ake
John Dippel	John Dippel	John Dippel
Steven Hoover	Steven Hoover	Steven Hoover
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
Robert J. Smith	Robert J. Smith	Robert J. Smith
Cindy Spoljaric	Cindy Spoljaric	Cindy Spoljaric
Robert W. Stokes	Robert W. Stokes	Robert W. Stokes

ATTEST:

_____
Cindy J. Gossard, Clerk Treasurer

I hereby certify that ORDINANCE NO. 12-35 was delivered to the Mayor of Westfield on the _____ day of _____, 2012, at _____ ___. m.

_____
Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE Ordinance No. 12-35

this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

I hereby VETO Ordinance No. 12-35

this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

ATTEST:

_____
Cindy J. Gossard, Clerk Treasurer

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), the **City of Westfield** will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: **City of Westfield** does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

Effective Communication: **City of Westfield** will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in any of the **City of Westfield's** programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: **City of Westfield** will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in any **City of Westfield** offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of **City of Westfield,** should contact the office of:

Human Resource Manager
c/o ADA Coordinator
2728 E 171st Street
Westfield, IN 46074

as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the **City of Westfield** to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of **City of Westfield** is not accessible to persons with disabilities should be directed to:

Human Resource Manager
c/o ADA Coordinator
2728 E 171st Street
Westfield, IN 46074

The City of Westfield will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Grievance Procedure Under
The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Westfield. The City of Westfield Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Human Resource Manager
c/o ADA Coordinator
2728 E 171st Street
Westfield, IN 46074

Within 15 calendar days after receipt of the complaint, Human Resource Manager or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the Human Resource Coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Westfield, and offer options for substantive resolution of the complaint.

If the response by the or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the *Mayor* or his/her designee. Contact number for the Mayor is 317-804-3000.

Within 15 calendar days after receipt of the appeal, the *Mayor* or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the *Mayor* or its designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the Human Resource Manager or his/her designee, appeals to the Mayor or his/her designee, and responses from these two offices will be retained by the City of Westfield for at least three years.

ADA GRIEVANCE FORM

Name:_____
Address:_____
City: _____ State: _____Zip: _____
Phone: (____) _____ Email: _____

Please provide a complete description of your grievance:

_____
_____
_____
_____

Please specify the location of your grievance:

_____
_____
_____
_____

Please state what you think should be done to resolve the grievance:

_____
_____
_____
_____

Please attach additional pages as needed.

Signature: _____Date:_____

Please return to: **Diana Peyton**
City of Westfield ADA Coordinator
2728 E 171st Street
Westfield, IN 46074

Upon request, reasonable accommodation will be provided in completing this form. Contact the City of Westfield ADA Coordinator at 317-804-3005 or go to the location listed above.

ORDINANCE 12-34

ORDINANCE TO AMEND OF INTERSECTION FROM TWO WAY TO FOUR WAY STOP

WHEREAS, The City of Westfield, ("City") is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council ("Council"); and,

WHEREAS, it is the duty and the responsibility of the Council to authority and duty to identify and remedy real and possible dangerous intersections within the City and to facilitate the orderly flow of traffic within the City through the use of traffic control devises and signage within the city limits, and

WHEREAS, in order to address these concerns and possible hazards the traffic control signage at a certain intersection should be changed to more adequately reflect the current driving patterns.

NOW, THEREFORE, BE IT ORDAINED by the Westfield City Common Council meeting in session as follows:

Section 1. That the intersection of 169th Street and Gray road within the City shall be changed to become a Four Way Stop.

Section 2. That Sec. 58-348 and all related Tables shall be amended to the pursuant to this Ordinance. The signage shall be changed no sooner than two weeks from the publication of this Ordinance.

Section 3. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict herewith are hereby ordered repealed.

ALL OF WHICH IS ORDAINED THIS _____DAY OF _____2012.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
Jim Ake	Jim Ake	Jim Ake
_____	_____	_____
John Dippel	John Dippel	John Dippel
_____	_____	_____
Steven Hoover	Steven Hoover	Steven Hoover
_____	_____	_____
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
_____	_____	_____
Robert J. Smith	Robert J. Smith	Robert J. Smith
_____	_____	_____
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric
_____	_____	_____
Robert W. Stokes	Robert W. Stokes	Robert W. Stokes

ATTEST:

_____

Cindy J. Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 12-34 was delivered to the Mayor of Westfield

on the _____ day of _____, 2012, at _____ ____ m.

_____
Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 12-34

this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 12-34

this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

ATTEST:

_____
Cindy J. Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

CITY OF Westfield INDIANA

Board of Works
Andy Cook
John Hart
Mark Heirbrandt

Clerk Treasurer
Cindy J. Gossard

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

Intersection Study – 169th St & Gray Rd

September 20, 2012

Reason for Study:

Due to an increase in traffic accidents at the intersection of Gray Road and 169th St an intersection study was performed by the Westfield Public Works Department along with input from Schneider Engineering.

Upon initial visit of the site there were several areas of concern including the following:

- Sight line distance
- Stop bar placement
- Road geometry

Guidance:

It has been suggested that the intersection be made a 4-way stop. The guidance on making a 2 way stop into a 4 way stop comes from the Manual of Uniform Traffic Control Devices (MUTCD). The MUTCD states the following :

- The decision to install multi-way stop control should be based on an engineering study.
- The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such

crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

1. The vehicular volume entering the intersection from the major street approaches, Gray Rd, (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street, 169th St, approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

A. The need to control left-turn conflicts;

B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

DRAFT

Data collection:

The following data was collected from the investigation:

- 12 Month Accident Totals: 10 accidents
  - 21 accidents in the last 36 months
- Gray Rd AADT: ~3600 vehicles/day
  - Average for 8hr period = 270
- 169th St AADT: ~920 vehicles/day
  - Average for 8hr period = 87
- Gray Rd Speed Limit: 40mph
  - 85% speed = 46mph
- 169th St Speed Limit (East of Gray Rd): 45mph
  - 85% speed = 45mph
- 169th St Speed Limit (West of Gray Rd): 30mph
  - 85% speed = 43mph
- Sight Line Issues:
  - Traveling EB on 169th St (Intersection Sight Distance on Gray Rd – 445') - Over a 36 month period 10% (2 out of 21) of the accidents that occurred were by north bound drivers colliding with eastbound drivers. Looking south there are several trees on the west side of the road to the south whose trunks and limbs do obscure a small portion of the road. See Figures 1&2

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(317) 804-3100 office
(317) 804-3190 fax

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Figure 1 - 169th St east bound at the stop bar looking south.

Figure 2 - 169th St east bound at the stop bar looking south (tree partially obscures car).

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- Traveling EB on 169th St (Intersection Sight Distance on Gray Rd – 445') - Over a 36 month period 10% (2 out of 21) of the accidents that occurred were by south bound drivers colliding with eastbound drivers. Looking north there are telephone poles on the west side of the road. See Figure 3

Figure 3 - 169th St east bound at the stop bar looking north.

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Figure 4 - 169th St westbound, 17' west of the stop bar, looking north.

- Traveling WB on 169th St (Intersection Sight Distance on Gray Rd – 445') - Over a 36 month period 24% (5 out of 21) of the accidents that occurred were by south bound drivers colliding with westbound drivers. Looking north, from the stop bar, the pine trees on the east side obscure the drivers view. To adequately see the 445', the driver needs to move forward 17'. See Figure 4

- Traveling WB on 169th St (Intersection Sight Distance on Gray Rd – 445') – Over a 36 month period 43% (9 out of 21) of the accidents that occurred were by north bound drivers colliding with westbound drivers. Looking south, from the stop bar, the telephone pole guy lines are in the drivers view but do not inhibit it. See Figures 5&6

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Figure 5 – 169th St west bound at the stop bar looking south.

Figure 6 – 169th St westbound, 17' west of the stop bar, looking south.

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Results of the study:

From the data collected a 4-way stop is warranted. All but one of the areas didn't meet the requirements - minor road volume. The most important reason for the 4-way stop is this will immediately have an impact on the accidents. In the process of gathering the accident data it was discovered that 2 of the 21 drivers involved in an accident stated that they thought the intersection was a 4-way stop. Only 2 of the accidents were there weather related conditions that may have impacted the accident. There were 2 accidents that involved low light situations. Again, we believe that sight distance played a minimum role in the accidents and that the best way to solve the problem is to install a 4-way stop. However, there are some areas that could be improved first to see if this helps the problem. They include the following:

- Remove all trees that impede sight distance. This would include the tree and bushes on the south east side of Gray Rd and the trees along the north east side
- Improve the radius at the SE corner of 169th St and Gray Rd. This would include relocating the utility pole at the southeast corner. This would allow the placement of the stop bar to be closer to the intersection while allowing north bound traffic to make an unimpeded right hand turn.

There is enough data supporting any decision to improve the safety of the intersection, especially the number of accident in the last twelve months.

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It is therefore the recommendation of the Westfield Public Works Engineering Division that the least expensive and most impactful method would be the installation of additional stop signs both north bound and southbound on Gray Rd. Moreover, there are similar roads with similar speeds and volumes within the city that have 4-way stops. These would include: 161st St and Carey Rd, 161st St and Oakridge Rd, and 156th St and Springmill Rd.

Prepared by:	Approved by:
Robert Kmetz	Neil VanTrees, P.E.
Engineering Technician	Engineer

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RESOLUTION 12-114

A RESOLUTION OF THE CITY OF WESTFIELD ADOPTING THE COMPLETE STREETS POLICY

WHEREAS, The City of Westfield, ("City") is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council ("Council"); and,

WHEREAS, the Council has the duty and authority to adopt policies and procedures that can best serve the public safety and the orderly planning and use of all thoroughfares within the City; and,

WHEREAS, the Council has been advised of the issues surrounding the different means of utilizing the trails and other thoroughfares throughout the City by pedestrians and bicyclists as well as the related safety concerns; and,

WHEREAS, the Council has been advised and is now desirous of implementing a policy of "Complete Streets" to be considered with all decisions involving the development of new projects as well as implementation of the Thoroughfare Plan previously adopted and maintained by the City to allow for alternative vehicular traffic in a safe and orderly manner to best address the issues of bicycle traffic on trails and public thoroughfares.

NOW, THEREFORE, BE IT RESOLVED by the Westfield City Common Council meeting in session as follows:

Section 1. The Council has reviewed the issues involved regarding the orderly and safe use of its trails and other thoroughfares and now finds that the Complete Streets Policy as contained in Exhibit "A", attached hereto and incorporated herein shall be adopted as a policy of the City of Westfield.

Section 2. This Resolution shall be in full force and effect immediately and remain in effect until further action by the Council.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

DRAFT

ALL OF WHICH IS RESOLVED THIS _____DAY OF _____2012.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
Jim Ake	Jim Ake	Jim Ake
_____	_____	_____
John Dippel	John Dippel	John Dippel
_____	_____	_____
Steven Hoover	Steven Hoover	Steven Hoover
_____	_____	_____
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
_____	_____	_____
Cindy Spoljaric	Cindy Spoljaric	Cindy Spoljaric
_____	_____	_____
Robert J. Smith	Robert J. Smith	Robert J. Smith
_____	_____	_____
Robert W. Stokes	Robert W. Stokes	Robert W. Stokes

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

DRAFT

I hereby certify that RESOLUTION 12-114 was delivered to the Mayor of Westfield on the _____ day of _____, 2012, at _____ ____ m.

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE RESOLUTION 12-114 this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

I hereby VETO RESOLUTION 12-114 this _____ day of _____, 2012.

_____
J. Andrew Cook, Mayor

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

DRAFT

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

Exhibit A

Complete Streets Policy

1) Purpose

This complete streets policy (the "Complete Streets Policy") is designed to encourage developers, elected officials, government agencies, planners, engineers, and architects to use an interdisciplinary approach to incorporate the needs of all users into the design and construction of roadway projects within the City of Westfield, Indiana (the "City").

The complete streets concept involves designing and building roads that adequately accommodate all users of the City's transportation corridors, including pedestrians, bicyclists, users of mass transit, people with disabilities, the elderly, motorists, freight providers, emergency responders and adjacent land users. This concept contemplates appropriate accommodation(s) so that all modes of transportation can function safely and independently under current and future conditions. The complete streets concept should be adapted to fit local community needs and should be used to inform and enhance future transportation planning.

Complete streets should incorporate community values and qualities including environment, scenic, aesthetic, historic and natural resources, safety and mobility. The complete streets design approach includes careful multi-modal evaluation for the City's transportation corridors, integrated with best management strategies for land use, economic development and transportation.

The overarching goals of this Complete Streets Policy are:

a) To promote that the safety and convenience of all users of the transportation system are considered, including pedestrians, bicyclists, users of mass transit, people with disabilities, the elderly, motorists, freight providers, emergency responders, and adjacent land users;

b) To promote incorporation of the principles in this policy into the transportation project development process, including project identification, scoping procedures and design approvals, as well as design manuals and performance measures;

c) To promote the creation of a comprehensive, integrated, and connected transportation network that supports compact, sustainable development;

d) To promote the use of the latest and best design standards, policies and guidelines;

e) To acknowledge the need for flexibility to accommodate different types of streets and users;

f) To promote the use of complete streets design principles in contextually sensitive manner.

2) Policy:

a) Applicability:

i) Complete streets design principles should be considered for all new City roadway construction and reconstruction projects, during all phases of project implementation including planning, design, right-of-way acquisition, construction and engineering.

ii) Complete streets principles should also be considered as part the development plan review process, the zoning process and the comprehensive planning process.

b) Objectives:

i) Roadway projects should be planned and designed to accommodate all users of the transportation system, including pedestrians, bicyclists, users of mass transit, people with disabilities, the elderly, motorists, freight providers, emergency responders and adjacent land users.

ii) Roadway projects should make use of the latest and best design standards, policies, and guidelines to advance complete streets objectives.

iii) Complete streets designs should take into account and should be customized based on the context in which they are applied. Complete streets designs should be flexible enough to appropriately address the specific needs of each transportation corridor.

c) Additional information on Complete Streets is available through the following resources:

i) National Complete Streets Coalition

http://www.completestreets.org/

ii) The American Planning Association

http://www.planning.org/research/streets/index.htm

iii) National Association of City Transportation Officials

http://nacto.org

BSIGN.FRX
10/26/2012 14:00:03

I hereby certify that each of the above listed vouchers and the invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

October 29, 2012

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

OCTOBER 29, 2012

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 20 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of $_____.

Dated this 29th day of October 2012.

Signatures of Governing Board

ACCOUNTS PAYABLE REGISTER

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
** DEPARTMENT TOTAL	101001								
/ /	38930	PAYROLL	101001111.000	ADM SALARY	SAL	28576.47	0	10/09/2012	Approved
/ /	39032	PAYROLL	101001111.000	ADM SALARY	SAL	28318.06	0	10/22/2012	Approved
/ /	38936	LIFESERVICES EAP	101001119.000	HEALTH & DENTAL INSURANCE	EAP INS	60.00	49731	10/10/2012	Approved
/ /	38930	PAYROLL	101001120.000	FICA & MEDICARE	FICA	2065.35	0	10/09/2012	Approved
/ /	39032	PAYROLL	101001120.000	FICA & MEDICARE	FICA	2053.76	0	10/22/2012	Approved
/ /	38930	PAYROLL	101001121.000	P.E.R.F.-ADM.	PERF	3000.53	0	10/09/2012	Approved
/ /	39032	PAYROLL	101001121.000	P.E.R.F.-ADM.	PERF	2973.40	0	10/22/2012	Approved
/ /	38944	JP MORGAN CHASE	101001223.000	OFFICE SUPPLIES-ADM.	SEPT / OCT	17.58	0	10/10/2012	Approved
/ /	38944	JP MORGAN CHASE	101001224.000	OPERATING SUPPLIES-ADM.	SEPT / OCT	283.16	0	10/10/2012	Approved
/ /	38910	CITIZENS GAS	101001328.000	HEAT-GAS-ADM.	MONTHLY SERVICE	104.91	49574	10/05/2012	Approved
/ /	38931	O.W. KROHN & ASSOCIATES	101001330.000	ATTORNEY/CONSULTANT-ADM.	08/01-31/12 PROJECT FINANCING	3006.25	49729	10/09/2012	Approved
/ /	38922	VERIZON WIRELESS	101001332.000	CELLULAR/PAGES/MOBILE	MONTHLY SERVICE	311.90	49725	10/09/2012	Approved
/ /	38944	JP MORGAN CHASE	101001332.000	CELLULAR/PAGES/MOBILE	SEPT / OCT	99.99	0	10/10/2012	Approved
/ /	38965	HAMILTON COUNTY	101001334.000	TRAVEL/TRAINING/SEMINARS-ADM.	OPENING RETREAT SPONSOR	1000.00	0	10/12/2012	Approved
/ /	38944	JP MORGAN CHASE	101001334.000	TRAVEL/TRAINING/SEMINARS-ADM.	SEPT / OCT	1684.58	0	10/10/2012	Approved
/ /	39060	VAN AUSDALL & FARRAR	101001337.000	PRINTING-ADM.	PRINTERS, COPIERS	139.40	0	10/25/2012	Approved
/ /	38980	DUKE ENERGY	101001341.000	ELECTRICITY-ADM.	10/5/12 BILLING	850.16	49746	10/16/2012	Approved
/ /	38993	MENARDS	101001343.000	BUILDING MAINTENANCE-ADM.	SUPPLIES	22.56	0	10/17/2012	Approved
/ /	38994	MENARDS	101001343.000	BUILDING MAINTENANCE-ADM.	SUPPLIES	79.43	0	10/17/2012	Approved
/ /	38964	WESTFIELD CHAMBER OF COMM	101001347.000	PROMOTION-ADM.	LANTERN AWARDS / PLAQUE	45.00	0	10/12/2012	Approved
/ /	39027	US POSTMASTER	101001347.000	PROMOTION-ADM.	CITY NEWSLETTER/ POSTAGE	2622.07	49752	10/22/2012	Approved
/ /	38944	JP MORGAN CHASE	101001347.000	PROMOTION-ADM.	SEPT / OCT	562.96	0	10/10/2012	Approved
** Subtotal **						77877.52			
** DEPARTMENT TOTAL	101002								
/ /	38930	PAYROLL	101002112.000	POLICE SALARY	SAL	110079.03	0	10/09/2012	Approved
/ /	39032	PAYROLL	101002112.000	POLICE SALARY	SAL	113313.32	0	10/22/2012	Approved
/ /	38936	LIFESERVICES EAP	101002119.000	HEALTH & DENTAL INSURANCE-POLICE	EAP INS	258.00	49731	10/10/2012	Approved
/ /	38930	PAYROLL	101002120.000	FICA & MEDICARE	FICA	8221.77	0	10/09/2012	Approved
/ /	39032	PAYROLL	101002120.000	FICA & MEDICARE	FICA	8469.17	0	10/22/2012	Approved
/ /	38930	PAYROLL	101002121.000	P.E.R.F.-POLICE	PERF	14146.92	0	10/09/2012	Approved
/ /	39032	PAYROLL	101002121.000	P.E.R.F.-POLICE	PERF	14359.20	0	10/22/2012	Approved

ACCOUNTS PAYABLE REGISTER

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
/ /	38959	DENISE GILREATH	101002223.000	OFFICE SUPPLIES-POLICE	REIMBURSE/ FRAME	17.43	49737	10/12/2012	Approved
/ /	39050	STAPLES CONTRACT & COMMER	101002223.000	OFFICE SUPPLIES-POLICE	SUPPLIES	93.02	0	10/25/2012	Approved
/ /	39053	DENISE GILREATH	101002223.000	OFFICE SUPPLIES-POLICE	OFFICE SUPPLIES	16.29	49756	10/25/2012	Approved
/ /	38961	MARSH SUPERMARKET	101002224.000	OPERATING SUPPLIES-POLICE	SUPPLIES	52.63	49739	10/12/2012	Approved
/ /	38944	JP MORGAN CHASE	101002224.000	OPERATING SUPPLIES-POLICE	SEPT / OCT	38.54	0	10/10/2012	Approved
/ /	39013	SPEEDWAY SUPERAMERICA	101002226.000	VEHICLE GAS AND SUPPLIES-POLICE	FUEL	207.90	0	10/18/2012	Approved
/ /	38909	THE UNIFORM HOUSE, INC	101002229.000	UNIFORMS-POLICE	UNIFORMS	292.96	49573	10/05/2012	Approved
/ /	38957	BLADE TECH INDUSTRIES	101002229.000	UNIFORMS-POLICE	UNIFORMS	297.96	0	10/12/2012	Approved
/ /	39014	AKER INTERNATIONAL	101002229.000	UNIFORMS-POLICE	UNIFORM/ EQUIP	432.50	0	10/18/2012	Approved
/ /	39044	US UNIFORM & SUPPLY	101002229.000	UNIFORMS-POLICE	ASP HOLDER	39.95	0	10/25/2012	Approved
/ /	38908	INDIANA PAGING NETWORK	101002332.000	CELLULAR/PAGERS/MOBILE-POLICE	PAGING SERVICE	79.73	49724	10/09/2012	Approved
/ /	38922	VERIZON WIRELESS	101002332.000	CELLULAR/PAGERS/MOBILE-POLICE	MONTHLY SERVICE	1530.91	49725	10/09/2012	Approved
/ /	38946	UPS	101002333.000	POSTAGE-POLICE	POSTAGE	15.82	0	10/10/2012	Approved
/ /	39016	PITNEY BOWES	101002333.000	POSTAGE-POLICE	POSTAGE	107.00	0	10/18/2012	Approved
/ /	38949	RAY O'HERRON CO. INC.	101002334.000	TRAINING/SEMINARS-POLICE	CARDBOARD TARGETS	858.89	0	10/10/2012	Approved
/ /	38958	FBINAA	101002334.000	TRAINING/SEMINARS-POLICE	FALL MEETING	15.00	49736	10/12/2012	Approved
/ /	38960	CHAD TRIBBETT	101002334.000	TRAINING/SEMINARS-POLICE	REIMBURSE / TRAINING	38.92	49738	10/12/2012	Approved
/ /	38977	MIKE SIARA	101002334.000	TRAINING/SEMINARS-POLICE	REIMB 10/07-10/11 TRAINING CAMP	240.98	49743	10/16/2012	Approved
/ /	38978	STEVE TODD	101002334.000	TRAINING/SEMINARS-POLICE	REIMB 10/08-10/12 TRAINING CAMP	146.46	49744	10/16/2012	Approved
/ /	38979	JOSH HARRELL	101002334.000	TRAINING/SEMINARS-POLICE	REIMB 10/07-10/12 TRAINING CAMP	225.14	49745	10/16/2012	Approved
/ /	39049	BGI FITNESS	101002334.000	TRAINING/SEMINARS-POLICE	BRAKE SYSTEM	99.96	0	10/25/2012	Approved
/ /	39054	JOHN LOWES	101002334.000	TRAINING/SEMINARS-POLICE	REIMBURSE TRAINING	204.37	49755	10/25/2012	Approved
/ /	39055	CHARLES HOLLOWELL	101002334.000	TRAINING/SEMINARS-POLICE	REIMBURSE/ TRAINING	185.39	49757	10/25/2012	Approved
/ /	38948	CAVE & COMPANY PRINTING	101002337.000	PRINTING-POLICE	VEH TOW REPORTS	238.50	0	10/10/2012	Approved
/ /	39015	CAVE & COMPANY PRINTING	101002337.000	PRINTING-POLICE	LAYOUT DESIGN	67.05	0	10/18/2012	Approved
/ /	38980	DUKE ENERGY	101002341.000	ELECTRICITY-POLICE	10/5/12 BILLING	2455.80	49746	10/16/2012	Approved
/ /	39048	MENARDS	101002343.000	BUILDING MAINTENANCE	OUTLETS	39.94	0	10/25/2012	Approved
/ /	39051	UNIFIRST CORPORATION	101002343.000	BUILDING MAINTENANCE	FLOOR MATS	55.28	0	10/25/2012	Approved
/ /	39079	USAUTOMATIC FIRE & SECURI	101002343.000	BUILDING MAINTENANCE	SMOKE DETECTOR	694.08	0	10/26/2012	Approved
/ /	38944	JP MORGAN CHASE	101002343.000	BUILDING MAINTENANCE	SEPT / OCT	145.78	0	10/10/2012	Approved
/ /	38956	WESTFIELD CHAMBER OF COMM	101002347.000	PROMOTIONS/PUBLIC RELATIONS-POLICE	AWARDS / PLAQUE	45.00	0	10/12/2012	Approved
/ /	38961	MARSH SUPERMARKET	101002347.000	PROMOTIONS/PUBLIC RELATIONS-POLICE	SUPPLIES	33.39	49739	10/12/2012	Approved

ACCOUNTS PAYABLE REGISTER

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
/ /	38944	JP MORGAN CHASE	101002347.000	PROMOTIONS/PUBLIC RELATIONS-POLICE	SEPT / OCT	91.50	0	10/10/2012	Approved
/ /	39060	VAN AUSDALL & FARRAR	101002349.000	SERVICES CONTRACTUAL-POLICE	PRINTERS, COPIERS	118.94	0	10/25/2012	Approved
/ /	38945	INDIANA DEPT OF TOXICOLOG	101002350.000	SUBSCRIPTIONS/DUES/MEMBERSHIPS-POLICE	BREATH TEST RECERT	240.00	0	10/10/2012	Approved
/ /	38947	LEXISNEXIS	101002350.000	SUBSCRIPTIONS/DUES/MEMBERSHIPS-POLICE	USER FEES	82.50	0	10/10/2012	Approved
/ /	38955	INDIANA DEPT OF TOXICOLOG	101002354.000	PHYSICAL EXAM.-POLICE	TESTING	225.00	0	10/12/2012	Approved
/ /	39052	ALMOST HOME BOARDING KENN	101002355.000	K-9 MAINT.-POLICE	DOG BOARDING	69.00	0	10/25/2012	Approved
/ /	38997	WESTFIELD-WASH. SCHOOLS	101002360.000	VEHICLE REPAIR-POLICE	FUEL	1750.73	0	10/17/2012	Approved
/ /	39019	WESTFIELD-WASH. SCHOOLS	101002360.000	VEHICLE REPAIR-POLICE	FUEL	2375.72	0	10/18/2012	Approved
/ /	39045	AMK SERVICES	101002360.000	VEHICLE REPAIR-POLICE	CHECK CONTROL HEADS	91.00	0	10/25/2012	Approved
/ /	39047	ON-DUTY DEPOT	101002360.000	VEHICLE REPAIR-POLICE	UNIVERSAL CLAMPING CRADLE	260.60	0	10/25/2012	Approved
/ /	39056	INDUSTRIAL MAINTENANCE	101002360.000	VEHICLE REPAIR-POLICE	TIRE DRESSING	187.25	0	10/25/2012	Approved
/ /	39057	NAPA AUTO PARTS	101002360.000	VEHICLE REPAIR-POLICE	CABLE TIES	32.14	0	10/25/2012	Approved
/ /	39046	L-3 COMMUNICATIONS	101002472.000	POLICE EQUIPMENT	MAINT AGREEMENT	4895.00	0	10/25/2012	Approved
** Subtotal **						288279.36			
** DEPARTMENT TOTAL	101003								
/ /	38930	PAYROLL	101003113.000	SALARY COMM. DEV.	SAL	21027.93	0	10/09/2012	Approved
/ /	39032	PAYROLL	101003113.000	SALARY COMM. DEV.	SAL	21027.93	0	10/22/2012	Approved
/ /	38936	LIFESERVICES EAP	101003119.000	HEALTH & DENTAL INSUR.-COM.DEV.	EAP INS	48.00	49731	10/10/2012	Approved
/ /	38930	PAYROLL	101003120.000	FICA & MEDICARE	FICA	1563.98	0	10/09/2012	Approved
/ /	39032	PAYROLL	101003120.000	FICA & MEDICARE	FICA	1477.10	0	10/22/2012	Approved
/ /	38930	PAYROLL	101003121.000	P.E.R.F.-COMM. DEV.	PERF	2207.93	0	10/09/2012	Approved
/ /	39032	PAYROLL	101003121.000	P.E.R.F.-COMM. DEV.	PERF	2207.93	0	10/22/2012	Approved
/ /	38944	JP MORGAN CHASE	101003223.000	OFFICE SUPPLIES-COMM. DEV.	SEPT / OCT	22.49	0	10/10/2012	Approved
/ /	38922	VERIZON WIRELESS	101003332.000	CELLULAR/PAGERS/MOBILE	MONTHLY SERVICE	456.47	49725	10/09/2012	Approved
/ /	38944	JP MORGAN CHASE	101003334.000	TRAVEL/TRAINING/SEMINARS/-COMM. DEV.	SEPT / OCT	1824.89	0	10/10/2012	Approved
/ /	39009	INDIANAPOLIS STAR	101003338.000	LEGAL NOTICES/RECORDINGS-COM. DEV.	LEGAL NOTICE	171.30	0	10/18/2012	Approved
/ /	39010	THE TIMES	101003338.000	LEGAL NOTICES/RECORDINGS-COM. DEV.	LEGAL NOTICE	23.63	0	10/18/2012	Approved
/ /	38944	JP MORGAN CHASE	101003347.000	PROMOTION COMMUNITY DEVELOPMENT	SEPT / OCT	457.63	0	10/10/2012	Approved
/ /	39005	HAMILTON COUNTY	101003349.000	SERVICES	ORDINANCE/ RESOL/ ANNEX	218.00	49570	10/18/2012	Approved

ACCOUNTS PAYABLE REGISTER

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
		RECORDER		CONTRACTURAL-COMM. DEV.					
/ /	39060	VAN AUSDALL & FARRAR	101003349.000	SERVICES CONTRACTURAL-COMM. DEV.	PRINTERS, COPIERS	167.86	0	10/25/2012	Approved
/ /	38944	JP MORGAN CHASE	101003349.000	SERVICES CONTRACTURAL-COMM. DEV.	SEPT / OCT	4.99	0	10/10/2012	Approved
/ /	39019	WESTFIELD-WASH. SCHOOLS	101003360.000	VEHICLE REPAIR-COM. DEV.	FUEL	34.22	0	10/18/2012	Approved
** Subtotal **						52942.28			
** DEPARTMENT TOTAL	101004								
/ /	39006	HARE CHEVROLET	101004360.000	VEHICLE REPAIR	RECEPTACLE	15.76	0	10/18/2012	Approved
** Subtotal **						15.76			
** DEPARTMENT TOTAL	101005								
/ /	38930	PAYROLL	101005100.000	PARKS SALARY	SAL	9199.69	0	10/09/2012	Approved
/ /	39032	PAYROLL	101005100.000	PARKS SALARY	SAL	9199.69	0	10/22/2012	Approved
/ /	38936	LIFESERVICES EAP	101005119.000	HEALTH & DENTAL INSUR-PARKS	EAP INS	30.00	49731	10/10/2012	Approved
/ /	38930	PAYROLL	101005120.000	FICA/MEDICARE PARKS	FICA	690.90	0	10/09/2012	Approved
/ /	39032	PAYROLL	101005120.000	FICA/MEDICARE PARKS	FICA	690.89	0	10/22/2012	Approved
/ /	38930	PAYROLL	101005121.000	PERF	PERF	965.97	0	10/09/2012	Approved
/ /	39032	PAYROLL	101005121.000	PERF	PERF	965.97	0	10/22/2012	Approved
/ /	38906	T.M.T INC.	101005224.000	OPERATING SUPPLIES	TREES/ ARBOR DAY	702.00	49722	10/09/2012	Approved
/ /	38995	WAITT LAWN & PET	101005224.000	OPERATING SUPPLIES	SUPPLIES	127.68	0	10/17/2012	Approved
/ /	38944	JP MORGAN CHASE	101005224.000	OPERATING SUPPLIES	SEPT / OCT	296.71	0	10/10/2012	Approved
/ /	38922	VERIZON WIRELESS	101005332.000	CELLULAR/PAGERS/MOBILE	MONTHLY SERVICE	200.76	49725	10/09/2012	Approved
/ /	38970	INDIANA PARKS & RECREATIO	101005334.000	PARKS-TRAVEL/TRAINING	01/14-16/13 SAFETY TRAINING	1485.00	0	10/15/2012	Approved
/ /	38944	JP MORGAN CHASE	101005337.000	PRINTING	SEPT / OCT	4.94	0	10/10/2012	Approved
/ /	38980	DUKE ENERGY	101005341.000	ELECTRIC	10/5/12 BILLING	394.34	49746	10/16/2012	Approved
/ /	39002	DUKE ENERGY	101005341.000	ELECTRIC	MONTHLY SERVICE	13.30	49750	10/17/2012	Approved
/ /	38926	WESTFIELD PUBLIC WORKS	101005342.000	WATER/SEWER PARKS	MONTHLY SERVICE/ QUAKER PARK SPLASH	227.86	49728	10/09/2012	Approved
/ /	39011	CSI SIGNS	101005347.000	PROMOTIONS	SIGN PRINT	100.00	0	10/18/2012	Approved
/ /	39017	MELODY JONES	101005347.000	PROMOTIONS	REIMBURSE/ BUSINESS MEETING LUNCH	48.27	49751	10/18/2012	Approved
/ /	39020	DELTA SERVICES	101005349.000	SERVICES CONTRACTURAL -PARKS	ASBESTOS INSPECTION	850.00	0	10/19/2012	Approved
/ /	38944	JP MORGAN CHASE	101005349.000	SERVICES CONTRACTURAL -PARKS	SEPT / OCT	346.00	0	10/10/2012	Approved
/ /	38944	JP MORGAN CHASE	101005350.000	SUBSCRIPTIONS/DUES/MEM	SEPT / OCT	32.00	0	10/10/2012	Approved

ACCOUNTS PAYABLE REGISTER

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
				PARKS					
/ /	38954	R & T AUTO SUPPLY, INC.	101005360.000	VEHICLE REPAIR - PARKS	MAINT, REPAIRS	118.68	0	10/11/2012	Approved
/ /	39007	GORDON PLUMBING	101005476.000	EQUIPMENT LEASES - PARKS	PORTABLE RENTAL	80.00	0	10/18/2012	Approved
** Subtotal **						26770.65			
** DEPARTMENT TOTAL	101006								
/ /	38936	LIFESERVICES EAP	101006119.000	HEALTH - DENTAL ECO DEV	EAP INS	6.00	49731	10/10/2012	Approved
/ /	38944	JP MORGAN CHASE	101006334.000	TRAVEL/TRAINING/SEMINARS -- ECO DEV	SEPT / OCT	1250.00	0	10/10/2012	Approved
/ /	39008	WILLIAMS RANDALL	101006337.000	PRINTING -- ECO DEV	GRAND PARK INFO SHEET 2012	1320.00	0	10/18/2012	Approved
/ /	39012	WILLIAMS RANDALL	101006347.000	PROMOTION -- ECO DEV	ECON DEV BROCHURE	331.53	0	10/18/2012	Approved
/ /	39043	WILLIAMS RANDALL	101006347.000	PROMOTION -- ECO DEV	GRAND PARK BROCHURES	154.60	0	10/25/2012	Approved
/ /	38944	JP MORGAN CHASE	101006347.000	PROMOTION -- ECO DEV	SEPT / OCT	149.07	0	10/10/2012	Approved
** Subtotal **						3211.20			
** DEPARTMENT TOTAL	101007								
/ /	38936	LIFESERVICES EAP	101007119.000	HEALTH/DENTAL- IT	EAP INS	42.00	49731	10/10/2012	Approved
/ /	38972	CAVE & COMPANY PRINTING	101007223.000	OFFICE SUPPLIES - IT	BUSINESS CARD	42.05	0	10/15/2012	Approved
/ /	38974	CHRISTOPHER LARSEN	101007224.000	OPERATING SUPPLIES - IT	REIMB 09/21 PKG/SHIPPING	21.43	49741	10/15/2012	Approved
/ /	38975	ADAM GREEN	101007224.000	OPERATING SUPPLIES - IT	REIMB 09/28 SHIPPING	5.30	49742	10/15/2012	Approved
/ /	38971	C.A.R. CLINIC	101007226.000	VEHICLE-GAS	VEH REPAIR	1304.64	0	10/15/2012	Approved
/ /	38937	ESCO COMMUNICATION INC	101007331.000	CONSULTING -IT	SERVICE HOURS/ AGREEMENT	1800.00	0	10/10/2012	Approved
/ /	38922	VERIZON WIRELESS	101007332.000	CELLULAR/PAGERS/MOBILE	MONTHLY SERVICE	5360.17	49725	10/09/2012	Approved
/ /	39022	FINLEY & COOK, PLLC	101007334.000	TRAVEL/TRAINING - IT	NAV	8264.33	0	10/19/2012	Approved
/ /	38944	JP MORGAN CHASE	101007347.000	PROMOTION	SEPT / OCT	105.89	0	10/10/2012	Approved
/ /	38967	COMPSAT TECHNOLOGY	101007349.000	SERVICES CONTRACTURAL -IT	OCT 2012 SERVICES	5800.00	0	10/15/2012	Approved
/ /	38968	HHPA	101007349.000	SERVICES CONTRACTURAL -IT	SEPT OVERSIGHT SERVICE	911.25	0	10/15/2012	Approved
/ /	39038	SIMCREST	101007349.000	SERVICES CONTRACTURAL -IT	SOFTWARE	1793.75	0	10/25/2012	Approved
/ /	38924	GOVCONNECTION	101007389.000	SOFTWARE LICENSING -IT	SOFTWARE	2450.00	49726	10/09/2012	Approved
/ /	38969	METALOGIX INTERNATIONAL G	101007389.000	SOFTWARE LICENSING -IT	ANNUAL SUPPORT MAINT	1219.68	0	10/15/2012	Approved
/ /	38973	NETMOTION WIRELESS INC.	101007389.000	SOFTWARE LICENSING -IT	MAINT 12/1-12-11/30/13	8162.50	0	10/15/2012	Approved
/ /	39021	FINLEY & COOK, PLLC	101007389.000	SOFTWARE LICENSING -IT	NAV	243.60	0	10/19/2012	Approved
/ /	39023	CDW GOVERNMENT, INC.	101007389.000	SOFTWARE LICENSING -IT	SOFTWARE	4236.49	0	10/19/2012	Approved
/ /	39037	GOVCONNECTION	101007389.000	SOFTWARE LICENSING -IT	DISKEEPER	2604.90	0	10/22/2012	Approved
/ /	38944	JP MORGAN CHASE	101007451.000	COMPUTER/EQUIP -IT	SEPT / OCT	229.27	0	10/10/2012	Approved
** Subtotal **						44597.25			

ACCOUNTS PAYABLE REGISTER

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
** DEPARTMENT TOTAL	101008								
/ /	39100	KERRI GAGNON	101008001.000	UNAPPROPRIATED CLERK TREASURER	REIMBURSE/ MILES/ TRAINING/ SBOA	93.24	49761	10/26/2012	Approved
/ /	39101	CINDY GOSSARD	101008001.000	UNAPPROPRIATED CLERK TREASURER	REIMBURSE/ TRAINING/ MILES/ SBOA	106.56	49754	10/26/2012	Approved
/ /	38936	LIFESERVICES EAP	101008119.000	HEALTH/DENTAL	EAP INS	3.00	49731	10/10/2012	Approved
/ /	39062	LIFESERVICES EAP	101008119.000	HEALTH/DENTAL	ADJ OCT INV	27.00	49759	10/25/2012	Approved
/ /	38944	JP MORGAN CHASE	101008223.000	CT - OFFICE SUPPLIES	SEPT / OCT	4.74	0	10/10/2012	Approved
/ /	38966	PAYROLL	101008331.000	CT - ADMN CONSULTING	ADP PROCESSING CHG 10/01	15.68	0	10/15/2012	Approved
/ /	38982	PAYROLL	101008331.000	CT - ADMN CONSULTING	ADP PROCESSING CHG 10/06 & 10/11	2706.40	0	10/16/2012	Approved
/ /	38922	VERIZON WIRELESS	101008332.000	CELLULAR/PAGERS/MOBILE	MONTHLY SERVICE	256.24	49725	10/09/2012	Approved
/ /	38911	MICHA FARRAR	101008334.000	CT-TRAVEL/TRAINING/SEMINARS	REIMBURSE / MILES/ IACT	99.90	49575	10/05/2012	Approved
/ /	38919	BEV RAWLINGS	101008334.000	CT-TRAVEL/TRAINING/SEMINARS	REIMBURSE/ MILES/ IACT	109.00	49576	10/05/2012	Approved
/ /	38920	CINDY GOSSARD	101008334.000	CT-TRAVEL/TRAINING/SEMINARS	REIMBURSE/ MILES/ IACT	183.75	49556	10/05/2012	Approved
/ /	38944	JP MORGAN CHASE	101008334.000	CT-TRAVEL/TRAINING/SEMINARS	SEPT / OCT	345.00	0	10/10/2012	Approved
/ /	38921	CINDY GOSSARD	101008347.000	CT - PROMOTION	REIMBURSE/ LUNCH/ TRAINING/ IACT	37.30	49577	10/08/2012	Approved
/ /	38944	JP MORGAN CHASE	101008347.000	CT - PROMOTION	SEPT / OCT	102.54	0	10/10/2012	Approved
/ /	38935	INDIANAPOLIS STAR	101008349.000	CT- CONTRACTURAL SERVICES	PUBLIC NOTICE	214.00	49730	10/10/2012	Approved
/ /	39018	HAMILTON COUNTY RECORDER	101008349.000	CT- CONTRACTURAL SERVICES	SALARY ORDINANCE	46.00	49748	10/18/2012	Approved
/ /	39060	VAN AUSDALL & FARRAR	101008349.000	CT- CONTRACTURAL SERVICES	PRINTERS, COPIERS	68.17	0	10/25/2012	Approved
** Subtotal **						4418.52			
** DEPARTMENT TOTAL	101009								
/ /	38936	LIFESERVICES EAP	101009119.000	MAYOR - HEALTH./DENTAL	EAP INS	6.00	49731	10/10/2012	Approved
/ /	38922	VERIZON WIRELESS	101009332.000	CELLULAR/PAGERS/MOBILE	MONTHLY SERVICE	50.19	49725	10/09/2012	Approved
/ /	38944	JP MORGAN CHASE	101009347.000	MAYOR - PROMOTION	SEPT / OCT	90.47	0	10/10/2012	Approved
** Subtotal **						146.66			
** DEPARTMENT TOTAL	101010								
/ /	38922	VERIZON WIRELESS	101010332.000	CELLULAR/PAGERS/MOBILE	MONTHLY SERVICE	364.56	49725	10/09/2012	Approved
/ /	38962	CINDY OLSON	101010347.000	PROMOTION - CC	REIMBURSE/ PRE COUNCIL SUPPLIES	9.45	49740	10/12/2012	Approved

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DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
** Subtotal **						374.01			
** DEPARTMENT TOTAL	201001								
/ /	38930	PAYROLL	201001115.000	SALARY MVH	SAL	5509.25	0	10/09/2012	Approved
/ /	39032	PAYROLL	201001115.000	SALARY MVH	SAL	6034.96	0	10/22/2012	Approved
/ /	38930	PAYROLL	201001120.000	SOCIAL SECURITY & MEDICARE-MVH	FICA	421.46	0	10/09/2012	Approved
/ /	39032	PAYROLL	201001120.000	SOCIAL SECURITY & MEDICARE-MVH	FICA	461.69	0	10/22/2012	Approved
/ /	38930	PAYROLL	201001121.000	P.E.R.F.-MVH	PERF	578.47	0	10/09/2012	Approved
/ /	39032	PAYROLL	201001121.000	P.E.R.F.-MVH	PERF	633.67	0	10/22/2012	Approved
/ /	38940	AMERICAN TIMBER BRIDGE	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	TIMBER GUARD RAIL	1479.00	0	10/10/2012	Approved
/ /	38985	BUILDER'S CONCRETE & SUPP	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	STONE	635.75	0	10/17/2012	Approved
/ /	38986	ASPHALT MATERIALS, INC.	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	TANK LOAD	355.68	0	10/17/2012	Approved
/ /	38988	MILESTONE CONTRACTORS	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	SURFACE	31.36	0	10/17/2012	Approved
/ /	38990	BUILDER'S CONCRETE & SUPP	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	STONE	268.75	0	10/17/2012	Approved
/ /	38991	BUILDER'S CONCRETE & SUPP	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	STONE	325.00	0	10/17/2012	Approved
/ /	39040	MILESTONE CONTRACTORS	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	SURFACE	30.24	0	10/25/2012	Approved
/ /	38980	DUKE ENERGY	201001341.000	ELECTRICITY-MVH	10/5/12 BILLING	1441.54	49746	10/16/2012	Approved
/ /	38952	F.E. HARDING	201001349.000	SERVICES CONTRACTUAL-MVH	PHASE II TONS CRACKSEAL	65898.25	49734	10/09/2012	Approved
/ /	39025	SEALMASTER INDIANAPOLIS	201001349.000	SERVICES CONTRACTUAL-MVH	CRACKMASTER	8800.00	0	10/22/2012	Approved
** Subtotal **						92905.07			
** DEPARTMENT TOTAL	202001								
/ /	39039	MIDWESTERN ELECTRIC	202001349.000	SERVICES CONTRACTUAL-LR&S	REPAIR TRAFFIC SIGNAL	6491.30	0	10/25/2012	Approved
/ /	39041	AIM RIGHT INC	202001349.000	SERVICES CONTRACTUAL-LR&S	LIGHTS, VISOR	823.50	0	10/25/2012	Approved
/ /	39042	OTTO'S PARKING MARKING	202001349.000	SERVICES CONTRACTUAL-LR&S	REFLECTIVE VINYL	7720.00	0	10/25/2012	Approved
/ /	38938	STELLO PRODUCTS INC	202001472.000	LR & S EQUIPMENT	SIGNS, CROSSPIECES	1226.30	0	10/10/2012	Approved
/ /	38983	STELLO PRODUCTS INC	202001472.000	LR & S EQUIPMENT	SUDE ROAD SIGN	375.00	0	10/16/2012	Approved
/ /	38984	STELLO PRODUCTS INC	202001472.000	LR & S EQUIPMENT	SIGNS	58.65	0	10/17/2012	Approved
/ /	38987	REYNOLD'S FARM EQUIPMENT	202001472.000	LR & S EQUIPMENT	NEW HOLLAND	179.45	0	10/17/2012	Approved

ACCOUNTS PAYABLE REGISTER

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
/ /	38989	SHERWIN-WILLIAMS	202001472.000	LR & S EQUIPMENT	MATERIALS	15.30	0	10/17/2012	Approved
/ /	38992	NORTHSIDE TRAILER, LLC	202001472.000	LR & S EQUIPMENT	PARTS	119.81	0	10/17/2012	Approved
/ /	38993	MENARDS	202001472.000	LR & S EQUIPMENT	SUPPLIES	34.02	0	10/17/2012	Approved
/ /	38994	MENARDS	202001472.000	LR & S EQUIPMENT	SUPPLIES	131.25	0	10/17/2012	Approved
/ /	38995	WAITT LAWN & PET	202001472.000	LR & S EQUIPMENT	SUPPLIES	700.23	0	10/17/2012	Approved
/ /	38996	STELLO PRODUCTS INC	202001472.000	LR & S EQUIPMENT	SIGNS	76.69	0	10/17/2012	Approved
/ /	39026	RCS CONTRACTORS SUPPLY	202001472.000	LR & S EQUIPMENT	NAIL STAKE	140.94	0	10/22/2012	Approved
** Subtotal **						18092.44			
** DEPARTMENT TOTAL	203001								
/ /	38930	PAYROLL	203001114.000	FIRE SALARY	SAL	172105.91	0	10/09/2012	Approved
/ /	39032	PAYROLL	203001114.000	FIRE SALARY	SAL	170098.84	0	10/22/2012	Approved
/ /	38936	LIFESERVICES EAP	203001119.000	HEALTH & DENTAL	EAP INS	426.00	49731	10/10/2012	Approved
/ /	38930	PAYROLL	203001120.000	FICA & MEDICARE	FICA	12715.23	0	10/09/2012	Approved
/ /	39032	PAYROLL	203001120.000	FICA & MEDICARE	FICA	12565.58	0	10/22/2012	Approved
/ /	38930	PAYROLL	203001121.000	PERF	PERF	31488.38	0	10/09/2012	Approved
/ /	39032	PAYROLL	203001121.000	PERF	PERF	31478.22	0	10/22/2012	Approved
/ /	39067	TIFFANY PHOTOGRAPHY STUDI	203001223.000	OFFICE SUPPLIES	PHOTOS	1215.00	0	10/26/2012	Approved
/ /	39075	INDIANA NEWSPAPERS	203001223.000	OFFICE SUPPLIES	SUBSCRIPTION	26.03	0	10/26/2012	Approved
/ /	39076	STAPLES CONTRACT & COMMER	203001223.000	OFFICE SUPPLIES	SUPPLIES	159.99	0	10/26/2012	Approved
/ /	39090	WAL-MART COMMUNITY	203001223.000	OFFICE SUPPLIES	SUPPLIES	38.92	0	10/26/2012	Approved
/ /	39093	STAPLES CONTRACT & COMMER	203001223.000	OFFICE SUPPLIES	SUPPLIES	159.99	0	10/26/2012	Approved
/ /	38944	JP MORGAN CHASE	203001224.000	FIRE/OPERATING SUPPLIES	SEPT / OCT	974.56	0	10/10/2012	Approved
/ /	39068	NORTH CENTRAL CO-OP	203001226.000	VEHICLE-GAS AND SUPPLIES	FUEL	4060.71	0	10/26/2012	Approved
/ /	39084	SPEEDWAY SUPERAMERICA	203001226.000	VEHICLE-GAS AND SUPPLIES	FUEL	340.10	0	10/26/2012	Approved
/ /	39086	PAM TAYLOR	203001226.000	VEHICLE-GAS AND SUPPLIES	REIMBURSE/ TRAINING	80.08	0	10/26/2012	Approved
/ /	39073	THE UNIFORM HOUSE, INC	203001229.000	UNIFORMS-FIRE	UNIFORMS	204.02	0	10/26/2012	Approved
/ /	39081	DONLEY SAFETY	203001229.000	UNIFORMS-FIRE	UNIFORMS	69.51	0	10/26/2012	Approved
/ /	39085	WITMER PUBLIC SAFETY GROU	203001229.000	UNIFORMS-FIRE	UNFORMS	779.00	0	10/26/2012	Approved
/ /	39087	THE UNIFORM HOUSE, INC	203001229.000	UNIFORMS-FIRE	UNIFORMS	47.90	0	10/26/2012	Approved
/ /	39092	WITMER PUBLIC SAFETY GROU	203001229.000	UNIFORMS-FIRE	UNIFORMS	75.00	0	10/26/2012	Approved
/ /	38998	VECTREN ENERGY DELIVERY	203001328.000	GAS/HEAT	MONTHLY SERVICE	100.74	49747	10/17/2012	Approved
/ /	39001	CITIZENS GAS	203001328.000	GAS/HEAT	MONTHLY SERVICE	27.13	49749	10/17/2012	Approved
/ /	38922	VERIZON WIRELESS	203001332.000	CELLULAR/PAGERS/MOBILE	MONTHLY SERVICE	740.30	49725	10/09/2012	Approved
/ /	38925	GOVCONNECTION	203001332.000	CELLULAR/PAGERS/MOBILE	DEFENDER SERIES IPHONE	179.16	49727	10/09/2012	Approved
/ /	38963	WILLIAMS CREEK CONSULTING	203001334.000	TRAVEL/TRAINING/SEMINARS	FLOODPLAIN CONSULT	227.31	0	10/12/2012	Approved
/ /	39077	JASON LEMONS	203001334.000	TRAVEL/TRAINING/SEMINARS	REIMBURSE/ TRAINING	56.68	0	10/26/2012	Approved
/ /	39078	PAGE, WOLFBERG & WIRTH	203001334.000	TRAVEL/TRAINING/SEMINAR	HIPAA	475.00	0	10/26/2012	Approved

ACCOUNTS PAYABLE REGISTER

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
				S					
/ /	39086	PAM TAYLOR	203001334.000	TRAVEL/TRAINING/SEMINAR S	REIMBURSE/ TRAINING	11.15	0	10/26/2012	Approved
/ /	39099	COMCAST CABLE	203001334.000	TRAVEL/TRAINING/SEMINAR S	CABLE	433.80	49758	10/26/2012	Approved
/ /	38944	JP MORGAN CHASE	203001334.000	TRAVEL/TRAINING/SEMINAR S	SEPT / OCT	799.58	0	10/10/2012	Approved
/ /	38980	DUKE ENERGY	203001341.000	ELECTRIC	10/5/12 BILLING	4159.16	49746	10/16/2012	Approved
/ /	39082	HSBC BUSINESS SOLUTIONS	203001343.000	BUILDING MAINTENANCE	SUPPLIES	262.93	0	10/26/2012	Approved
/ /	39095	ROTO-ROOTER	203001343.000	BUILDING MAINTENANCE	CLEAR KITCHEN SINK	259.20	0	10/26/2012	Approved
/ /	39097	CHAPMAN ELECTRIC SUPPLY,	203001343.000	BUILDING MAINTENANCE	SUPPLIES	65.28	0	10/26/2012	Approved
/ /	39098	JONES ELECTRIC SERVICE, L	203001343.000	BUILDING MAINTENANCE	CHECKED SWITCHES/ LIGHTS	759.68	0	10/26/2012	Approved
/ /	38944	JP MORGAN CHASE	203001343.000	BUILDING MAINTENANCE	SEPT / OCT	33.44	0	10/10/2012	Approved
/ /	39070	WESTFIELD CHAMBER OF COMM	203001347.000	PROMOTION- FIRE	LANTERN AWARDS PLAQUE	45.00	0	10/26/2012	Approved
/ /	39071	GARRY HARLING	203001347.000	PROMOTION- FIRE	REIMBURSE/ SUPPLIES/ MEETING	15.98	0	10/26/2012	Approved
/ /	39088	STEVE MOORE	203001347.000	PROMOTION- FIRE	REIMBURSE/ SUPPLIES	52.58	0	10/26/2012	Approved
/ /	39060	VAN AUSDALL & FARRAR	203001348.000	MACHINE MAINTENANCE	PRINTERS, COPIERS	96.09	0	10/25/2012	Approved
/ /	39079	USAUTOMATIC FIRE & SECURI	203001349.000	CONTRACTUAL SERVICES	SMOKE DETECTOR	694.08	0	10/26/2012	Approved
/ /	39096	AMK SERVICES	203001349.000	CONTRACTUAL SERVICES	RETUNED RADIO	310.00	0	10/26/2012	Approved
/ /	39069	DONLEY SAFETY	203001360.000	VEHICLE MAINTENANCE	SHAFT SPRING	116.40	0	10/26/2012	Approved
/ /	39094	AMERICAN EAGLE EQUIPMENT	203001360.000	VEHICLE MAINTENANCE	VERTEX LED RED LIGHTS	300.00	0	10/26/2012	Approved
/ /	38944	JP MORGAN CHASE	203001360.000	VEHICLE MAINTENANCE	SEPT / OCT	87.14	0	10/10/2012	Approved
/ /	39074	BATTERIES PLUS-007	203001472.000	EQUIPMENT	TECH CENTER	76.99	0	10/26/2012	Approved
** Subtotal **						449493.77			
** DEPARTMENT TOTAL		204001							
/ /	38939	CSI SIGNS	204001349.000	PARKS & REC-SERVICES CONTRACTUAL	SIGNS	29500.00	0	10/10/2012	Approved
/ /	39028	CRANEY RENTALS LLC	204001349.000	PARKS & REC-SERVICES CONTRACTUAL	PROPERTY / 208/210 MILL ST	5000.00	49753	10/22/2012	Approved
/ /	39035	KENNETH KINGSHILL	204001349.000	PARKS & REC-SERVICES CONTRACTUAL	DRAFT/ ZONE IMPROVEMENT PLAN, IMPAC	1875.00	0	10/22/2012	Approved
/ /	39063	JERRY AND DENISE JOHNSON	204001349.000	PARKS & REC-SERVICES CONTRACTUAL	PURCHASE LAND	10000.00	49760	10/25/2012	Approved
** Subtotal **						46375.00			
** DEPARTMENT TOTAL		206001							
/ /	38953	MELODY JONES	206001349.000	PARKS NON-REVERTING	REIMBURSE/ WESTFIELD IN BLOOM SUPPL	15.68	49735	10/11/2012	Approved
** Subtotal **						15.68			

ACCOUNTS PAYABLE REGISTER

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
** DEPARTMENT TOTAL	264001								
/ /	39000	UNITED CONSULTING ENGINEE	264001349.000	SERVICES CONTRACTUAL-ROAD & STREET IMP.	INTERSECTION IMPROVEMENT/ 161& OAKR	11393.00	0	10/17/2012	Approved
/ /	39024	UNITED CONSULTING ENGINEE	264001349.000	SERVICES CONTRACTUAL-ROAD & STREET IMP.	161 & OAKRIDGE RD INTERSECTION IMPR	49917.01	0	10/22/2012	Approved
** Subtotal **						61310.01			
** DEPARTMENT TOTAL	268001								
/ /	39089	INDIANA TEAMSTERS HEALTH	268001349.000	CONTRACTURAL SERVICES	PT REFUNDS	408.85	0	10/26/2012	Approved
/ /	39072	BOUND TREE MEDICAL	268001473.000	EMERGENCY MEDICAL EQUIP-VEHICLE LEASES	EMS SUPPLIES	25.10	0	10/26/2012	Approved
/ /	39080	MOORE MEDICAL LLC	268001473.000	EMERGENCY MEDICAL EQUIP-VEHICLE LEASES	EMS SUPPLIES	97.50	0	10/26/2012	Approved
/ /	39083	AIRGAS MID AMERICA	268001473.000	EMERGENCY MEDICAL EQUIP-VEHICLE LEASES	OXYGEN	603.83	0	10/26/2012	Approved
/ /	39091	AIRGAS MID AMERICA	268001473.000	EMERGENCY MEDICAL EQUIP-VEHICLE LEASES	OXYGEN	55.58	0	10/26/2012	Approved
** Subtotal **						1190.86			
** DEPARTMENT TOTAL	313001								
/ /	38931	O.W. KROHN & ASSOCIATES	313001474.000	2012 COIT BAN CONSTRUCITON	08/01-31/12 PROJECT FINANCING	9632.50	49729	10/09/2012	Approved
** Subtotal **						9632.50			
** DEPARTMENT TOTAL	401001								
/ /	39036	PRATER & SONS CONCRETE	401001349.000	CUM CAP IMPROVEMENT CONTRACTURAL	REVISED/ SIDEWALK, REBAR 12 RODS	1184.00	0	10/22/2012	Approved
** Subtotal **						1184.00			
** DEPARTMENT TOTAL	403001								
/ /	38981	THE BRICKMAN GROUP LTD	403001349.000	CONTRACTUAL SERVICES	LANDSCAPE MAINT S UNION	16537.25	0	10/16/2012	Approved
** Subtotal **						16537.25			
** DEPARTMENT TOTAL	427001								
/ /	39034	ZIEBART	427001472.000	EQUIPMENT-CCD	RHINO LINER	790.00	0	10/22/2012	Approved
** Subtotal **						790.00			
** DEPARTMENT TOTAL	646001								

ACCOUNTS PAYABLE REGISTER

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
/ /	39058	INDIANA FIBER NETWORK	646001349.000	FIBER OPTICS NON REVERTING	FIBER/ PLANT AUDIT	12500.00	0	10/25/2012	Approved
/ /	39059	INDIANA FIBER NETWORK	646001349.000	FIBER OPTICS NON REVERTING	FIBER	140.00	0	10/25/2012	Approved
/ /	39061	NORTHERN LIGHTS	646001349.000	FIBER OPTICS NON REVERTING	UTILITY LOCATION SERVICES	1062.50	0	10/25/2012	Approved
** Subtotal **						13702.50			
** DEPARTMENT TOTAL	701001								
/ /	38927	PAYROLL	701001110.000	NET SALARIES	NET	305123.66	0	10/09/2012	Approved
/ /	39029	PAYROLL	701001110.000	NET SALARIES	NET SAL	296708.89	0	10/22/2012	Approved
/ /	38929	HUNTINGTON NATIONAL BANK	701001131.000	EMPLOYERS SHARE OF FICA	FICA	26695.94	0	10/09/2012	Approved
/ /	39004	HUNTINGTON NATIONAL BANK	701001131.000	EMPLOYERS SHARE OF FICA	09/12 FICA	26067.30	0	10/18/2012	Approved
/ /	39031	HUNTINGTON NATIONAL BANK	701001131.000	EMPLOYERS SHARE OF FICA	FICA	26017.25	0	10/22/2012	Approved
/ /	38929	HUNTINGTON NATIONAL BANK	701001132.000	EMPLOYER'S SHARE-MEDICARE	MED	6243.41	0	10/09/2012	Approved
/ /	39004	HUNTINGTON NATIONAL BANK	701001132.000	EMPLOYER'S SHARE-MEDICARE	09/12 MED	6096.38	0	10/18/2012	Approved
/ /	39031	HUNTINGTON NATIONAL BANK	701001132.000	EMPLOYER'S SHARE-MEDICARE	MED	6105.00	0	10/22/2012	Approved
/ /	38951	PERF	701001133.000	P.E.R.F.	3RD QUARTER CIVILIAN	186362.61	15995	10/11/2012	Approved
/ /	38934	IN FAMILY & SOCIAL	701001140.000	SUPPORT WITHHOLDING	CHILD SUPPORT	2806.90	0	10/09/2012	Approved
/ /	39033	IN FAMILY & SOCIAL	701001140.000	SUPPORT WITHHOLDING	CHILD SUPPORT	2806.90	0	10/22/2012	Approved
/ /	38941	FIRE FIGHTERS CREDIT	701001141.000	UNION DUES	UNION DUES	2186.99	15993	10/10/2012	Approved
/ /	39065	FIRE FIGHTERS CREDIT	701001141.000	UNION DUES	10/25/12 UNION DUES	2186.99	15997	10/25/2012	Approved
/ /	38929	HUNTINGTON NATIONAL BANK	701001921.000	FEDERAL WITHHOLDING	FED	50856.64	0	10/09/2012	Approved
/ /	39004	HUNTINGTON NATIONAL BANK	701001921.000	FEDERAL WITHHOLDING	09/12 FED	50218.30	0	10/18/2012	Approved
/ /	39031	HUNTINGTON NATIONAL BANK	701001921.000	FEDERAL WITHHOLDING	FED	50975.31	0	10/22/2012	Approved
/ /	38929	HUNTINGTON NATIONAL BANK	701001922.000	EMPLOYEE FICA	MED	24327.61	0	10/09/2012	Approved
/ /	39004	HUNTINGTON NATIONAL BANK	701001922.000	EMPLOYEE FICA	09/12 MED	23754.90	0	10/18/2012	Approved
/ /	39031	HUNTINGTON NATIONAL BANK	701001922.000	EMPLOYEE FICA	MED	23729.66	0	10/22/2012	Approved
/ /	38928	INDIANA DEPT OF REVENUE	701001923.000	STATE WITHHOLDING	STATE	18637.44	0	10/09/2012	Approved
/ /	39003	INDIANA DEPT OF REVENUE	701001923.000	STATE WITHHOLDING	09/12 STATE	18165.05	0	10/18/2012	Approved
/ /	39030	INDIANA DEPT OF REVENUE	701001923.000	STATE WITHHOLDING	STATE	18225.41	0	10/22/2012	Approved
/ /	38942	POLICE & FIREMEN'S INSUR	701001930.000	INSURANCE DEDUCTIONS	INS	76.80	15994	10/10/2012	Approved
/ /	38976	AFLAC	701001930.000	INSURANCE DEDUCTIONS	OCT DISABILITY INS PREMIUM	7063.42	15996	10/16/2012	Approved
/ /	39066	POLICE & FIREMEN'S INSUR	701001930.000	INSURANCE DEDUCTIONS	10/25 INS PREMIUM	76.80	15998	10/25/2012	Approved
/ /	38932	AUL RETIREMENT SERVICES	701001931.000	PEBSCO-DEFERRED COMP.	RETIREMENT/ BATCH 274	11700.48	0	10/09/2012	Approved
/ /	38933	AUL RETIREMENT SERVICES	701001931.000	PEBSCO-DEFERRED COMP.	LOAN PAYMENTS/ BATCH 275	3374.32	0	10/09/2012	Approved
/ /	39064	AUL RETIREMENT SERVICES	701001931.000	PEBSCO-DEFERRED COMP.	10/24 LOAN	14886.62	0	10/25/2012	Approved
** Subtotal **						1211476.98			

(12)

Approved by the State Board of Accounts for City of Westfield Utilities, 2005

Date: 10/26/12 01:54:15 PM

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 10/26/12-Sewer Utility:oct 26 sewer

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
Account Code : Sewer Utility													
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	26267	10/08/12	DAVID RANDOLPH	150.00	0.00	19341	/ /	1054		N	/ /
	635.63 - Sewer -	LAYOUT/ DESIGN	26268	10/08/12	Cave & Company	28.10	0.00	19342	/ /	10583		N	/ /
	618.62 - Chemicals	CHEMICALS	26269	10/08/12	Hach Company	1084.01	0.00	19343	/ /	7937878		N	/ /
	635.63 - Sewer -	TEMP HIRE	26270	10/08/12	OFFICE TEAM	287.84	0.00	19344	/ /	36279651		N	/ /
	635.63 - Sewer -	FINANCIAL SERVICES	26271	10/08/12	O W Krohn &	3658.75	0.00	19345	/ /	S080812		N	/ /
	667.644 - Uniforms	UNIFORMS	26272	10/08/12	UNIFIRST	142.80	0.00	19346	/ /	0820706023		N	/ /
	634.62 - Contractual	REFUND HYDRANT	26273	10/08/12	Hach Company	2205.00	0.00	19347	/ /	7935156		N	/ /
	675.63 - Sewer -	REIMBURSE/ CDL	26274	10/08/12	BRANDON	15.00	0.00	19392	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	26275	10/08/12	SYCAMORE GROUP	24.47	0.00	19393	/ /			N	/ /
	635.63 - Sewer -	TEMP HIRE	26276	10/08/12	OFFICE TEAM	359.80	0.00	19394	/ /	36372861		N	/ /
	667.644 - Uniforms	UNIFORMS	26277	10/08/12	UNIFIRST	151.39	0.00	19395	/ /	0820709260		N	/ /
	675.63 - Sewer -	REIMBURSE/ RENEW	26278	10/08/12	MIKE MORGAN	25.00	0.00	19396	/ /	CISEC 3310		N	/ /
	675.63 - Sewer -	REIMBURSE/ RENEW	26279	10/08/12	WES ROOD	15.00	0.00	19397	/ /			N	/ /
	620.61 - Sewer Materials &	PAPER TOWELS, SHOE	26280	10/08/12	INDUSTRIAL	221.31	0.00	19398	/ /	112575		N	/ /
	620.61 - Sewer Materials &	BIODIESEL	26281	10/08/12	NORTH CENTRAL	414.75	0.00	19399	/ /	401025		N	/ /
	620.61 - Sewer Materials &	SUPPLIES	26282	10/08/12	SHERWIN WILLIAMS	4.39	0.00	19400	/ /	8649-8		N	/ /
	620.61 - Sewer Materials &	SUPPLIES	26283	10/08/12	Chapman Electric	90.26	0.00	19401	/ /	1069021		N	/ /
	635.63 - Sewer -	RENEWAL CDL	26284	10/08/12	Riverview Hospital	32.50	0.00	19402	/ /			N	/ /
	618.62 - Chemicals	FORMULA C	26285	10/08/12	BioChem	1499.17	0.00	19403	/ /	11181		N	/ /
	635.63 - Sewer -	TEMP HIRE	26286	10/08/12	OFFICE TEAM	359.80	0.00	19404	/ /	36352534		N	/ /
	667.644 - Uniforms	UNIFORMS	26287	10/08/12	UNIFIRST	145.35	0.00	19405	/ /	0820707621		N	/ /
	667.634 - Sewer - Office	SUPPLIES	26288	10/08/12	STAPLES BUSINESS	119.74	0.00	19406	/ /	8023065452		N	/ /
	635.63 - Sewer -	TELEVISED VIDEO	26289	10/08/12	Fluid Waste Services	370.00	0.00	19407	/ /	WO 6450		N	/ /
	620.61 - Sewer Materials &	BLACK TRASH LINERS	26290	10/08/12	INDUSTRIAL	266.15	0.00	19408	/ /	112507		N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	26291	10/08/12	BMO HARRIS BANK	65.77	0.00	19409	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	26292	10/08/12	SYCAMORE GROUP	5.94	0.00	19410	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	26293	10/08/12	DURAMARK	200.93	0.00	19411	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	26294	10/08/12	JENNIFER WEBB	91.15	0.00	19412	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	26295	10/08/12	HAZEL DELL LLC	24.65	0.00	19413	/ /			N	/ /
	675.63 - Sewer -	LANTERN AWARDS	26296	10/08/12	Westfield Chamber of	175.00	0.00	19414	/ /	1623		N	/ /

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor
Sorted by Order Entered
For 10/26/12-Sewer Utility:oct 26 sewer

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	620.61 - Sewer Materials &	SUPPLIES	26297	10/08/12	BBC Pump &	4313.69	0.00	19419	/ /	30013489		N	/ /
	650.63 - Sewer -	FUEL	26298	10/08/12	NORTH CENTRAL	750.00	0.00	19420	/ /	747		N	/ /
	635.63 - Sewer -	REPAIRS, PARTS,	26299	10/08/12	Buckeye Power Sales	1084.56	0.00	19421	/ /	58948		N	/ /
	635.63 - Sewer -	JANITORIAL CLEANING	26300	10/08/12	BUSY BEE CLEANING	1400.00	0.00	19422	/ /	20685		N	/ /
	667.631 - Sewer -	MONTHLY SERVICE	26301	10/08/12	FIRST MILE	305.26	0.00	19423	/ /	10-1-12		N	/ /
	620.61 - Sewer Materials &	SUPPLIES	26302	10/08/12	Tractor Supply	41.05	0.00	19424	/ /			N	/ /
	620.61 - Sewer Materials &	SINGLE PORT	26303	10/08/12	E J Prescott	6536.50	0.00	19425	/ /	4578862		N	/ /
	675.63 - Sewer -	CONFERENCE	26304	10/08/12	In Water Environment	240.00	0.00	19426	/ /	27709		N	/ /
	667.634 - Sewer - Office	LIFE CHAIR	26305	10/08/12	RJE Business Interiors	100.00	0.00	19427	/ /	362493		N	/ /
	635.63 - Sewer -	COPIERS	26306	10/08/12	U.S BANK	105.19	0.00	19428	/ /	212474357		N	/ /
	620.61 - Sewer Materials &	SUPPLIES	26307	10/08/12	Lowes	93.19	0.00	19429	/ /			N	/ /
	650.63 - Sewer -	SUPPLIES	26308	10/08/12	NAPA	171.02	0.00	19430	/ /			N	/ /
	620.61 - Sewer Materials &	SUPPLIES	26308	10/08/12	NAPA	140.95	0.00	19430	/ /			N	/ /
	620.61 - Sewer Materials &	MATERIALS	26309	10/08/12	E J Prescott	498.93	0.00	19439	/ /	4593525		N	/ /
	635.63 - Sewer -	UNEMPLOYMENT	26266	10/05/12	Indiana Dept of	780.00	0.00	19442	/ /	10-5-12		N	/ /
	667.631 - Sewer -	MONTHLY SERVICE	26310	10/09/12	VERIZON WIRELESS	455.11	0.00	19446	/ /	10-3-12		N	/ /
	655.63 - Sewer - Insurance	EAP INS	26311	10/10/12	LIFE SERVICES EAP	123.00	0.00	19449	/ /			N	/ /
	635.63 - Sewer -	PUBLIC NOTICE	26312	10/10/12	INDIANAPOLIS STAR	16.47	0.00	19450	/ /	845786		N	/ /
	635.63 - Sewer -	DEL SEWER LIENS	26313	10/11/12	Hamilton County	22.00	0.00	19454	/ /			N	/ /
	620.61 - Sewer Materials &	TRANSDUCERS	0	/ /	SUPERIOR	3222.00	0.00	19458	/ /	1518		N	/ /
	615.62 - Purchased Power	10/5/12 BILLING	26314	10/16/12	DUKE ENERGY	19497.53	0.00	19461	/ /	37803537012		N	/ /
	615.61 - Sewer - Power for	10/5/12 BILLING	26314	10/16/12	DUKE ENERGY	3940.46	0.00	19461	/ /	37803537012		N	/ /
	667.633 - Sewer - Utilities	10/5/12 BILLING	26314	10/16/12	DUKE ENERGY	1445.47	0.00	19461	/ /	37803537012		N	/ /
	675.63 - Sewer -	CRACK REPAIR	0	/ /	OTTO'S PARKING	2028.50	0.00	19465	/ /	439681-IN		N	/ /
	620.61 - Sewer Materials &	UNIFORMS	0	/ /	Basement Graphics	1200.00	0.00	19466	/ /	1051		N	/ /
	635.63 - Sewer -	FINANCIAL SERVICES	0	/ /	O W Krohn &	14556.25	0.00	19494	/ /	S100812		N	/ /
	635.62 - Contractual Servi	LAB TESTING	0	/ /	CLAY TOWNSHIP	800.00	0.00	19495	/ /	1059		N	/ /
	667.644 - Uniforms	UNIFORMS	0	/ /	UNIFIRST	143.23	0.00	19496	/ /	0820712473		N	/ /
	635.63 - Sewer -	PEST CONTROL	0	/ /	Askren Pest Control	42.50	0.00	19497	/ /	10-9-		N	/ /
	635.63 - Sewer -	TEMP HIRE	0	/ /	OFFICE TEAM	339.56	0.00	19498	/ /	36420996		N	/ /
	635.63 - Sewer -	TEMP HIRE	0	/ /	OFFICE TEAM	67.46	0.00	19499	/ /	36502763		N	/ /

Accounts Payable Voucher Register

Grouped by Account Code and Vendor
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For 10/26/12-Sewer Utility:oct 26 sewer

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	667.636 - Billing Supplies	ENVELOPES, DOOR	0	/ /	Cave & Company	188.98	0.00	19500	/ /	10665		N	/ /
	620.64 - Stormwater	BEECHWOOD	0	/ /	3 D COMPANY INC	121696.59	0.00	19501	/ /	10-15		N	/ /
	635.63 - Sewer -	RENEWAL CDL	0	/ /	Riverview Hospital	65.00	0.00	19502	/ /			N	/ /
	667.634 - Sewer - Office	RECEIPTS	0	/ /	BOYCE FORMS/	278.00	0.00	19503	/ /	0424434		N	/ /
	620.61 - Sewer Materials &	HOSE FITTING	0	/ /	Reynolds Farm	39.66	0.00	19504	/ /	P77390		N	/ /
	635.63 - Sewer -	RD SERVICE TO CHECK PANEL	0	/ /	AMERICAN PUMP &	300.00	0.00	19505	/ /	6981		N	/ /
	635.63 - Sewer -	FINANCIAL SERVICES	0	/ /	O W Krohn &	1517.50	0.00	19506	/ /	SCT090812		N	/ /
	620.61 - Sewer Materials &	SUPPLIES	0	/ /	KROGER	58.34	0.00	19507	/ /			N	/ /
	635.63 - Sewer -	POSTAGE	0	/ /	PITNEY BOWES	148.73	0.00	19508	/ /	408952		N	/ /
	635.63 - Sewer -	RAIN GARDEN MAINT	0	/ /	WILLIAMS CREEK	290.00	0.00	19509	/ /	WCMC12105		N	/ /
	636.62 - Sewer Gallon	USAGE/ SEPT BILLING	0	/ /	Carmel Utilities	44545.98	0.00	19510	/ /	10-2		N	/ /
	635.63 - Sewer -	COMMERCIAL RETAINER	0	/ /	INTEGRA REALTY	1500.00	0.00	19511	/ /	118-2012-053		N	/ /
	635.63 - Sewer -	NOTICE/ PUBLIC	0	/ /	THE TIMES	17.15	0.00	19512	/ /	L17571		N	/ /
	635.63 - Sewer -	SHIPPING	0	/ /	UPS STORE	163.39	0.00	19513	/ /	9-30		N	/ /
	620.61 - Sewer Materials &	SUPPLIES	0	/ /	MENARDS	92.36	0.00	19514	/ /	9-30		N	/ /
	620.61 - Sewer Materials &	SUPPLIES	0	/ /	MENARDS	72.23	0.00	19515	/ /			N	/ /
	620.62 - Materials and	SUPPLIES	0	/ /	MENARDS	29.80	0.00	19515	/ /			N	/ /
	631.63 - Sewer	CONSULT/	0	/ /	HNTB- GREAT LAKES	2652.65	0.00	19516	/ /	428-38713-PL-		N	/ /
	667.644 - Uniforms	UNIFORMS	0	/ /	UNIFIRST	145.35	0.00	19517	/ /	0820710855		N	/ /
	667.636 - Billing Supplies	RECEIPT BOOKS	0	/ /	Cave & Company	78.50	0.00	19518	/ /	10636		N	/ /
	635.63 - Sewer -	INTERIOR PLANTSCAPE	0	/ /	ENGLEDOW GROUP	77.50	0.00	19519	/ /	365651		N	/ /
	618.62 - Chemicals	ALUM SULFATE	0	/ /	GENERAL CHEMICAL	4456.19	0.00	19520	/ /	90516837		N	/ /
	620.62 - Materials and	MATERIALS	0	/ /	Hach Company	12071.88	0.00	19521	/ /	7971167		N	/ /
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	0	/ /	T & H REALTY	20.00	0.00	19522	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	LISA	62.58	0.00	19523	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	JOE OR DAWN	16.20	0.00	19524	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	BRIAN BOUTEA	62.58	0.00	19525	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	BRADLEY VICKERY	75.00	0.00	19526	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	DAVID MCDUFFIE	39.13	0.00	19527	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	BRIAN THORNBURG	74.45	0.00	19528	/ /			N	/ /

Accounts Payable Voucher Register

Grouped by Account Code and Vendor
Sorted by Order Entered
For 10/26/12-Sewer Utility:oct 26 sewer

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	KIRK REALTY GROUP	17.16	0.00	19529	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	DULIN & CO	61.23	0.00	19530	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	DIANNE RIES	5.75	0.00	19531	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	FISCHER HOMES	16.48	0.00	19532	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	EXECUTIVE HOMES	5.78	0.00	19533	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	RESULTS PLUS	67.00	0.00	19534	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	M/I Homes	51.58	0.00	19535	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	THOMAS WILSON	85.16	0.00	19536	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	JAMES JACKSON	62.58	0.00	19537	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	DZEMAL JASAREVIC	84.76	0.00	19538	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	ERIC RUDIE	48.02	0.00	19539	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	MICHAEL BUSH	71.62	0.00	19540	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	TRAVIS PHIFER	62.58	0.00	19541	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	MYRELLA ELROD	69.05	0.00	19542	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	M/I Homes	63.22	0.00	19543	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	MICHAEL	75.96	0.00	19544	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	SANDRA MCCABE	10.24	0.00	19545	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	TRUNG CHENH	15.80	0.00	19546	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	SHEILA OVERTURF	33.05	0.00	19547	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	GOLLNER HOMES	105.29	0.00	19548	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	MARY E PLOUCHE	68.73	0.00	19549	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	DAWN BEDDOME	19.00	0.00	19550	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	MURRAY STRAHL	147.42	0.00	19551	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	BRENT AND NAHID	89.14	0.00	19552	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	PATRICK RECTOR	36.09	0.00	19553	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	MIKE KOEHLER	18.13	0.00	19554	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	ROBERT HIGGINS	14.64	0.00	19555	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CR BAL	0	/ /	M/I Homes	52.28	0.00	19556	/ /			N	/ /
	667.631 - Sewer -	MONTHLY SERVICE	26315	10/17/12	FRONTIER	294.07	0.00	19557	/ /			N	/ /
	650.63 - Sewer -	FUEL	0	/ /	Westfield Washington	340.71	0.00	19558	/ /	2626		N	/ /
	635.63 - Sewer -	RENTAL	0	/ /	Hasler Inc	131.25	0.00	19560	/ /	16068428		N	/ /

Accounts Payable Voucher Register

Grouped by Account Code and Vendor
Sorted by Order Entered
For 10/26/12-Sewer Utility:oct 26 sewer

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	26316	10/18/12	BRIAN YOUNG	246.39	0.00	19562	/ /	10-18		N	/ /
	650.63 - Sewer -	FUEL	0	/ /	Westfield Washington	853.54	0.00	19563	/ /	2625		N	/ /
	650.63 - Sewer -	FUEL	0	/ /	Westfield Washington	95.51	0.00	19563	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND/ PD IN ERROR	26317	10/19/12	CITY OF WESTFIELD,	944.15	0.00	19568	/ /			N	/ /
	252.60 - Deferred Revenue	WILFONG LAND/	0	/ /	WESTFIELD	119351.03	0.00	19569	/ /			N	/ /
	620.61 - Sewer Materials &	OXYGEN	0	/ /	INDIANA OXYGEN	15.71	0.00	19574	/ /	00851404		N	/ /
	635.63 - Sewer -	TEMP HIRE	0	/ /	OFFICE TEAM	287.84	0.00	19575	/ /	3648910		N	/ /
	635.63 - Sewer -	TRANSDUCER	0	/ /	NEWARK	50.97	0.00	19576	/ /	22720835		N	/ /
	635.63 - Sewer -	PRINTERS, COPIERS	0	/ /	VAN AUSDALL &	60.85	0.00	19577	/ /	CNIN243168		N	/ /
	635.63 - Sewer -	PRINTERS, COPIERS	0	/ /	VAN AUSDALL &	60.85	0.00	19578	/ /	CNIN243168		N	/ /
	635.63 - Sewer -	TRASH SERVICE	26318	10/26/12	RAY'S TRASH	112210.66	0.00	19581	/ /			N	/ /
Account Code Subtotal :						503930.89	0.00						
****Total****						503930.89	0.00						

(17)

Approved by the State Board of Accounts for City of Westfield Utilities, 2005

Date: 10/26/12 01:55:33 PM

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 10/26/12-Water Utility:oct water 26

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
Account Code : Water Utility													
	630.12 - Water -	INSTALL FENCE	20624	10/08/12	Glidden Fence	985.00	0.00	19361	/ /	74441		N	/ /
	636.12 - Lab Testing -	LAB TESTING	20625	10/08/12	Environmental	390.00	0.00	19362	/ /	20128074		N	/ /
	141.10 - Water Accounts	REFUND HYDRANT	20626	10/08/12	Westfield LP Gas	200.00	0.00	19373	/ /			N	/ /
	667.162 - Uniforms	UNIFORMS	20627	10/08/12	UNIFIRST	142.80	0.00	19374	/ /	0820706023		N	/ /
	635.15 - Water -	FINANCIAL SERVICES	20628	10/08/12	O W Krohn &	3643.75	0.00	19375	/ /	W090812		N	/ /
	635.15 - Water -	TEMP HIRE	20629	10/08/12	OFFICE TEAM	287.84	0.00	19376	/ /	36279651		N	/ /
	635.15 - Water -	LAYOUT/ DESIGN	20630	10/08/12	Cave & Company	28.10	0.00	19377	/ /	10583		N	/ /
	636.12 - Lab Testing -	NITRATE	20631	10/08/12	Environmental	60.00	0.00	19386	/ /	20128167-817		N	/ /
	675.15 - Water - Misc	LANTERN AWARDS	20632	10/08/12	Westfield Chamber of	175.00	0.00	19391	/ /	1623		N	/ /
	620.13 - Water - Material &	PIPE	20633	10/08/12	Westfield Winnelson Co	192.94	0.00	19392	/ /	358223		N	/ /
	650.15 - Water -	HINGE	20634	10/08/12	TOM ROUSH, INC	59.20	0.00	19393	/ /	79452		N	/ /
	620.13 - Water - Material &	SUPPLIES	20635	10/08/12	Utility Supply Co, Inc.	78.62	0.00	19394	/ /	1074420		N	/ /
	650.15 - Water -	ROAD SERVICE	20636	10/08/12	R & T TIRE & AUTO	140.20	0.00	19395	/ /	T006D7		N	/ /
	620.13 - Water - Material &	PHOTO LITHIUM	20638	10/08/12	BATTERIES PLUS -	64.60	0.00	19397	/ /	006-608086		N	/ /
	620.13 - Water - Material &	BLACK CABLE TIES	20639	10/08/12	Chapman Electric	20.46	0.00	19398	/ /	1068577		N	/ /
	667.154 - Water - Office	SUPPLIES	20640	10/08/12	STAPLES BUSINESS	119.73	0.00	19399	/ /	8023065452		N	/ /
	667.162 - Uniforms	UNIFORMS	20641	10/08/12	UNIFIRST	145.35	0.00	19400	/ /	0820707621		N	/ /
	635.15 - Water -	TEMP HIRE	20642	10/08/12	OFFICE TEAM	359.80	0.00	19401	/ /	36352534		N	/ /
	635.15 - Water -	RENEW CDL	20643	10/08/12	Riverview Hospital	32.50	0.00	19402	/ /			N	/ /
	618.12 - Water - Chemical	PRAESTOL	20644	10/08/12	BioChem	4046.43	0.00	19403	/ /	11199		N	/ /
	620.13 - Water - Material &	SUPPLIES	20645	10/08/12	Chapman Electric	90.25	0.00	19404	/ /	1069021		N	/ /
	620.13 - Water - Material &	CHECK VALVE	20646	10/08/12	Grainger	40.73	0.00	19405	/ /	9932464879		N	/ /
	620.13 - Water - Material &	SUPPLIES	20647	10/08/12	SHERWIN WILLIAMS	5.99	0.00	19406	/ /	8649-8		N	/ /
	620.13 - Water - Material &	BIODIESEL	20648	10/08/12	NORTH CENTRAL	414.74	0.00	19407	/ /	401025		N	/ /
	620.13 - Water - Material &	PAPER TOWELS, SHOE	20649	10/08/12	INDUSTRIAL	221.31	0.00	19408	/ /	112575		N	/ /
	675.15 - Water - Misc	RENEW CDL/	20650	10/08/12	WES ROOD	15.00	0.00	19409	/ /			N	/ /
	675.15 - Water - Misc	REIMBURSE/ RENEWAL	20651	10/08/12	MIKE MORGAN	25.00	0.00	19410	/ /	CISEC3310		N	/ /
	667.162 - Uniforms	UNIFORMS	20652	10/08/12	UNIFIRST	151.38	0.00	19411	/ /	0820709260		N	/ /
	635.15 - Water -	TEMP HIRE	20653	10/08/12	OFFICE TEAM	359.80	0.00	19412	/ /	36372860		N	/ /
	620.13 - Water - Material &	PIT SINGLE PORT TC	20654	10/08/12	E J Prescott	5687.00	0.00	19413	/ /	4584687		N	/ /

Accounts Payable Voucher Register

Grouped by Account Code and Vendor
Sorted by Order Entered
For 10/26/12-Water Utility:oct water 26

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	675.15 - Water - Misc	RENEW CDL/	20655	10/08/12	BRANDON	15.00	0.00	19414	/ /			N	/ /
	620.13 - Water - Material &	METER CHAMBER COMP	20656	10/08/12	E J Prescott	1002.53	0.00	19415	/ /	4575652		N	/ /
	635.15 - Water -	JANITORIAL CLEANING	20657	10/08/12	BUSY BEE CLEANING	1400.00	0.00	19439	/ /	20685		N	/ /
	635.15 - Water -	REPAIRS, LABOR,	20658	10/08/12	Buckeye Power Sales	1084.56	0.00	19440	/ /	58948		N	/ /
	650.15 - Water -	FUEL	20659	10/08/12	NORTH CENTRAL	650.00	0.00	19441	/ /	747		N	/ /
	620.13 - Water - Material &	SUPPLIES	20660	10/08/12	NAPA	260.63	0.00	19454	/ /			N	/ /
	650.15 - Water -	SUPPLIES	20660	10/08/12	NAPA	171.03	0.00	19454	/ /			N	/ /
	620.13 - Water - Material &	SUPPLIES	20661	10/08/12	Lowes	170.02	0.00	19455	/ /			N	/ /
	667.155 - Billing Supplies	ENVELOPES	20662	10/08/12	WORRELL	15.00	0.00	19456	/ /	0229798		N	/ /
	635.15 - Water -	COPIERS	20663	10/08/12	U.S BANK	105.19	0.00	19457	/ /	212474357		N	/ /
	667.154 - Water - Office	LIFE CHAIR	20664	10/08/12	RJE Business Interiors	100.00	0.00	19458	/ /	362493		N	/ /
	620.13 - Water - Material &	SINGLE PORT	20665	10/08/12	E J Prescott	6536.50	0.00	19459	/ /	4578862		N	/ /
	667.151 - Water -	MONTHLY SERVICE	20666	10/08/12	FIRST MILE	305.26	0.00	19460	/ /	10-1-12		N	/ /
	252.10 - Deferred Revenue	SPRINGMILL SELF	20667	10/08/12	GLICK	9644.81	0.00	19461	/ /	FINAL		N	/ /
	620.13 - Water - Material &	MATERIALS	20668	10/08/12	E J Prescott	498.93	0.00	19463	/ /	4593525		N	/ /
	618.12 - Water - Chemical	CHEMICALS	20669	10/08/12	Hach Company	711.86	0.00	19464	/ /	7958111		N	/ /
	635.15 - Water -	UNEMPLOYMENT	20623	10/05/12	Indiana Dept of	780.00	0.00	19466	/ /	10-5-12		N	/ /
	636.12 - Lab Testing -	METAL DIGESTION/	20670	10/09/12	Environmental	670.00	0.00	19467	/ /	201228551		N	/ /
	667.151 - Water -	MONTHLY SERVICE	20671	10/09/12	VERIZON WIRELESS	455.10	0.00	19468	/ /	10-3-12		N	/ /
	620.13 - Water - Material &	TRASH LINER	20672	10/09/12	INDUSTRIAL	266.15	0.00	19470	/ /	112507		N	/ /
	655.15 - Water - Insurance	EAP INS	20673	10/10/12	LIFE SERVICES EAP	123.00	0.00	19474	/ /			N	/ /
	635.15 - Water -	PUBLIC NOTICE	20674	10/10/12	INDIANAPOLIS STAR	16.47	0.00	19475	/ /	845786		N	/ /
	620.13 - Water - Material &	EXPASION CONNECTION	20675	10/10/12	E J Prescott	998.80	0.00	19476	/ /	4592183		N	/ /
	636.12 - Lab Testing -	LAB TESTING	0	/ /	Environmental	780.00	0.00	19478	/ /	20128534		N	/ /
	636.12 - Lab Testing -	COLIFORM	0	/ /	Environmental	170.00	0.00	19479	/ /	20128520		N	/ /
	615.11 - Water- Power for	10/5/12 BILLING	20676	10/16/12	DUKE ENERGY	28022.67	0.00	19482	/ /	37803537012		N	/ /
	667.153 - Water - Utilties	10/5/12 BILLING	20676	10/16/12	DUKE ENERGY	1445.47	0.00	19482	/ /	37803537012		N	/ /
	675.15 - Water - Misc	CRACK REPAIR	0	/ /	OTTO'S PARKING	2028.50	0.00	19485	/ /	439681-IN		N	/ /
	620.13 - Water - Material &	UNIFORMS	0	/ /	Basement Graphics	1200.00	0.00	19486	/ /	1051		N	/ /
	618.12 - Water - Chemical	CHLORINE	0	/ /	JONES CHEMICALS,	279.00	0.00	19490	/ /	562917		N	/ /
	631.15 - Water -	CONSULT SERVICES/	0	/ /	HNTB- GREAT LAKES	11063.70	0.00	19491	/ /	427-38713-PL-		N	/ /

Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 10/26/12-Water Utility:oct water 26

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	101.18 - Water Fixed	CONSULT SERVICES/	0	/ /	HNTB- GREAT LAKES	3516.84	0.00	19491	/ /			N	/ /
	620.13 - Water - Material &	SERVICE LEAK	0	/ /	Westfield Winnelson Co	64.31	0.00	19492	/ /			N	/ /
	630.13 - Water -	MAINT CONTRACT FEE	0	/ /	USC TANK SERVICE	3015.21	0.00	19493	/ /	299418		N	/ /
	635.15 - Water -	FINANCIAL SERVICE	0	/ /	O W Krohn &	1642.50	0.00	19494	/ /	WCT090812		N	/ /
	635.15 - Water -	REIMBURSE RECORDER	0	/ /	NEIL VAN TREES	9.00	0.00	19495	/ /			N	/ /
	635.15 - Water -	BORED NEW WATER	0	/ /	Daystar Directional	1100.00	0.00	19496	/ /	3706		N	/ /
	631.15 - Water -	HYDROGEOLOGIC	0	/ /	Eagon & Associates	168.00	0.00	19497	/ /	630-9201230		N	/ /
	675.15 - Water - Misc	LANTERN AWARDS	0	/ /	Westfield Chamber of	45.00	0.00	19498	/ /	LA105C		N	/ /
	635.15 - Water -	FINANCIAL SERVICES	0	/ /	O W Krohn &	14630.00	0.00	19499	/ /	W100812		N	/ /
	667.155 - Billing Supplies	RECEIPT BOOKS	0	/ /	Cave & Company	78.50	0.00	19500	/ /	10636		N	/ /
	667.162 - Uniforms	UNIFORMS	0	/ /	UNIFIRST	145.35	0.00	19501	/ /	0820710855		N	/ /
	620.13 - Water - Material &	SUPPLIES	0	/ /	MENARDS	189.65	0.00	19502	/ /	8-31		N	/ /
	620.12 - Water - Material &	SUPPLIES	0	/ /	MENARDS	31.77	0.00	19503	/ /			N	/ /
	620.13 - Water - Material &	SUPPLIES	0	/ /	MENARDS	85.39	0.00	19503	/ /	9-30		N	/ /
	635.15 - Water -	SHIPPING	0	/ /	UPS STORE	163.39	0.00	19504	/ /	9-30		N	/ /
	635.15 - Water -	NOTICE/ PUBLIC	0	/ /	THE TIMES	17.15	0.00	19505	/ /	L17571		N	/ /
	635.15 - Water -	COMMERCIAL RETAINER	0	/ /	INTEGRA REALTY	1500.00	0.00	19506	/ /	118-2012-053		N	/ /
	635.15 - Water -	RAIN GARDEN MAINT	0	/ /	WILLIAMS CREEK	290.00	0.00	19507	/ /	WCMC12105		N	/ /
	635.15 - Water -	POSTAGE	0	/ /	PITNEY BOWES	9.50	0.00	19508	/ /			N	/ /
	635.15 - Water -	POSTAGE	0	/ /	PITNEY BOWES	148.74	0.00	19508	/ /	408952		N	/ /
	620.13 - Water - Material &	SUPPLIES	0	/ /	KROGER	58.35	0.00	19509	/ /			N	/ /
	667.154 - Water - Office	RECEIPTS	0	/ /	BOYCE FORMS/	285.49	0.00	19510	/ /	0424434		N	/ /
	667.155 - Billing Supplies	ENVELOPES, DOOR	0	/ /	Cave & Company	188.99	0.00	19511	/ /	10665		N	/ /
	635.15 - Water -	TEMP HIRE	0	/ /	OFFICE TEAM	67.47	0.00	19512	/ /	36502763		N	/ /
	635.15 - Water -	TEMP HIRE	0	/ /	OFFICE TEAM	339.56	0.00	19513	/ /	36420996		N	/ /
	635.15 - Water -	PEST CONTROL	0	/ /	Askren Pest Control	42.50	0.00	19514	/ /	10-9-12		N	/ /
	667.162 - Uniforms	UNIFORMS	0	/ /	UNIFIRST	143.23	0.00	19515	/ /	0820712473		N	/ /
	650.15 - Water -	FUEL	0	/ /	Westfield Washington	340.71	0.00	19581	/ /	2626		N	/ /
	635.15 - Water -	RENTAL	0	/ /	Hasler Inc	131.25	0.00	19583	/ /	16068428		N	/ /
	650.15 - Water -	FUEL	0	/ /	Westfield Washington	853.54	0.00	19586	/ /	2625		N	/ /
	650.15 - Water -	FUEL	0	/ /	Westfield Washington	95.50	0.00	19586	/ /			N	/ /

Date: 10/26/12 01:55:34 PM

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 10/26/12-Water Utility:oct water 26

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	620.13 - Water - Material &	EXPAN CONN	0	/ /	E J Prescott	1275.00	0.00	19587	/ /	4592182		N	/ /
	636.12 - Lab Testing -	LAB TESTING	0	/ /	Environmental	3300.00	0.00	19588	/ /	20128834		N	/ /
	620.13 - Water - Material &	SPIRAL/ DIMPLE BAND	0	/ /	ST REGIS CULVERT	355.82	0.00	19591	/ /			N	/ /
	635.15 - Water -	ALARM TONES	0	/ /	NEWARK	50.97	0.00	19592	/ /	22720835		N	/ /
	635.15 - Water -	TEMP HIRE	0	/ /	OFFICE TEAM	287.84	0.00	19593	/ /	364681910		N	/ /
	620.13 - Water - Material &	OXYGEN	0	/ /	INDIANA OXYGEN	15.71	0.00	19594	/ /	00851404		N	/ /
	636.12 - Lab Testing -	COLILERT	0	/ /	Environmental	94.00	0.00	19600	/ /	20129015		N	/ /
Account Code Subtotal :						123929.93	0.00						
****Total****						123929.93	0.00						

Faegre Baker Daniels
Draft 10/24//12

ASSET PURCHASE AGREEMENT

FOR THE WATER UTILITIES

By and Among

THE CITY OF WESTFIELD

and the

PUBLIC WORKS DEPARTMENT
ACTING BY AND THROUGH THE BOARD OF PUBLIC WORKS

(Seller)

and

CITIZENS WATER OF WESTFIELD, LLC

(Purchaser)

Dated as of November __, 2012

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of November __, 2012 (the "Effective Date"), is made and entered into by and among the CITY OF WESTFIELD, INDIANA (the "City" or "Seller") and the PUBLIC WORKS DEPARTMENT ACTING BY AND THROUGH THE BOARD OF PUBLIC WORKS (together, the "Department," and together with the City, "Seller") and CITIZENS WATER OF WESTFIELD, LLC (the "Purchaser"). References to the "City" or "Seller" in this Agreement shall include Department, which may act for and on behalf of the City with respect to the System (defined below).

WITNESSETH:

WHEREAS, the City owns and operates, by and through the Department, pursuant to the provisions of IND. CODE § 36-9-23 and related statutes, a wastewater collection and treatment system (the "Wastewater System");

WHEREAS, the City owns and operates, by and through the Department, pursuant to the provisions of IND. CODE § 8-1.5-3 and related statutes, a water system (the "System" and, collectively with the Wastewater System, the "Systems");

WHEREAS, the City has elected to sell the assets of the System and the Wastewater System;

WHEREAS, the City recognizes the impact Wastewater System operations have on the quality of water in the City's rivers, streams and aquifers and has therefore determined that an integrated sale of the System and the Wastewater System is necessary to achieve the ultimate water quality goals of the City;

WHEREAS, the disposition of the assets of the System are subject to IND. CODE § 8-1.5-2;

WHEREAS, the City has found that there is no specific statutory scheme that applies to the disposition of wastewater assets;

WHEREAS, the City has adopted an ordinance under IND. CODE § 36-1-3 (the "Home Rule Statute"), which allows the City to dispose of the assets of the Wastewater System pursuant to IND. CODE § 8-1.5-2, by electing to be governed by that Indiana Code section;

WHEREAS, Purchaser is an affiliate of Citizens Water and CWA Authority, Inc., which entities are currently engaged in the ownership and operation of water and wastewater utilities, respectively;

WHEREAS, the City issued a Request for Proposals regarding the sale of the Systems as it explored ways to achieve operating efficiencies, to improve customer service, to pay off debt of the Systems and to keep customer rates as low as possible;

WHEREAS, Seller has determined that the sale of the Systems to Purchaser will result in operating and capital project synergies that will benefit the City and its inhabitants;

WHEREAS, the City and Purchaser have determined that it would be advisable for Purchaser directly or through its designated Affiliate(s) to acquire the Systems in order to achieve the benefits of professional operation and operating synergies;

WHEREAS, Purchaser:

a. will be qualified to own, operate and finance the Systems under various federal and state statutes or regulations; and

b. will have all of the powers that are necessary, useful or appropriate for the acquisition, ownership and operation of the Systems;

WHEREAS, Purchaser's or its Affiliates' acquisition of each of the Systems will be as a going concern and as part of an integrated transaction involving both Systems, with each part dependent on the other; and

WHEREAS, Purchaser, in reliance upon the representations, warranties and covenants of Seller, desires to purchase and acquire from Seller, and Seller desires to sell, transfer and convey all of the Acquired Assets (defined below) as a going concern at Closing, except for the Excluded Assets, and in connection therewith, Purchaser has agreed to assume certain ongoing obligations and liabilities of Seller, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties, covenants, and agreements herein contained and other consideration the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, as used in this Agreement and in all Related Agreements, shall have the meanings set forth in this Article I:

"**Access Rights**" has the meaning specified in Section 6.06.

"**Accounts Receivable**" means all accounts and notes receivable, rights to refunds, unbilled revenue (net of bad debt) and deposits of any kind of Seller, accrued by or on behalf of Seller in the operation of the System, to the extent constituting a current asset, outstanding as of the Closing Date.

"**Acquired Assets**" has the meaning specified in Section 2.01.

"**Acquired Authorizations**" has the meaning specified in Section 2.01(i).

"**Affiliate**" means, with respect to Purchaser, a limited liability company, corporation (or equivalent legal entity under foreign law), joint venture, limited partnership, limited liability partnership or general partnership (or equivalent under foreign law) or other Person that controls

or owns, is owned or controlled by, or is under common ownership or control with, Purchaser, and with respect to Seller, any department of the City controlled by the City.

"**Agreement**" means this Asset Purchase Agreement and the Schedules and Exhibits attached hereto as they may be amended or modified in accordance with the applicable provisions hereof.

"Aquifer" means the permeable water-bearing geological formation underlain by a less permeable layer and the water contained in the saturated zone of the formation, located in part beneath the City.

"**Arbitration Award**" has the meaning specified in Section 8.02(d)(v).

"**Arbitration Demand**" has the meaning specified in Section 8.02(d)(i).

"**Arbitration Response**" has the meaning specified in Section 8.02(d)(i).

"**Arbitrators**" has the meaning specified in Section 8.02(d)(ii).

"**Assigned Contracts**" has the meaning specified in Section 2.01(b).

"**Assignment and Assumption Agreement**" has the meaning specified in Section 13.02(d).

"**Assumed Liabilities**" has the meaning specified in Section 2.04(a).

"**Bond Debt**" means all of the City's bond-related indebtedness related to the System in the principal amount of Eight Million Three Hundred Thirty Two Thousand Eight Hundred Sixty Eight Dollars and No/100 ($8,332,868) as of July 31, 2012, as further summarized on Exhibit A.

"**Bond Payoff**" has the meaning specified in Section 12.12.

"**Boundary Evidence**" has the meaning specified in Section 6.03(a).

"**Business Day**" means any day other than Saturday, Sunday, and any day on which commercial banks in Indiana are authorized by Law to be closed.

"**Capital Plan**" has the meaning specified in Section 7.12.

"CERCLA" means the Comprehensive Environmental Response Compensation and Liabilities Act of 1980, as amended.

"CIAC" means cash, services or property contributed in aid of construction within the meaning of applicable Laws pertaining to Indiana water utilities regulated by the IURC.

"**City**" means the City of Westfield, Indiana.

"**City Officials**" means Seller's Mayor, the Chief of Staff, the Director of the Department, Bryan Forkner and Robert Lambert (with respect to operations), Diana Peyton (with respect to human resources matters) and Derrick Cash (with respect to information technology matters).

"**Claim**" has the meaning specified in Section 8.03.

"**Closing**" means the consummation of the sale and purchase of the Acquired Assets in accordance with the terms and conditions of this Agreement as provided for in Section 13.01.

"**Closing Date**" has the meaning specified in Section 13.01.

"**Closing Effective Time**" has the meaning specified in Section 13.01.

"**COBRA**" means Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, Sections 2201 through 2208 of the Public Health Service Act and Part 6 of Subtitle B of the Employee Retirement Income Security Act of 1974, as amended, and Section 4980B of the Code.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commitment Preconditions**" has the meaning specified in Section 6.03(a).

"**Contracts**" has the meaning specified in Section 4.17(a).

"**Council**" means the Common Council of the City.

"**Counterproposal**" has the meaning specified in Section 8.02(c)(iii).

"**Damages**" means any and all losses, obligations, penalties, interest, damages, liabilities, causes of action, judgments, actions, demands, claims, costs or expenses, including reasonable attorneys' fees sustained or incurred in investigating, preparing or defending any Claim. Notwithstanding the foregoing, Damages shall not include incidental damages, loss of profits or punitive damages, if any, unless the Party seeking indemnification has had incidental damages, lost profits or punitive damages assessed or asserted against it by a third party.

"**Department**" means the City of Westfield Public Works Department acting by and through the Board of Public Works.

"**Designated Parties**" has the meaning specified in Section 8.02(c)(v).

"**Dispute**" has the meaning specified in Section 8.02(a).

"**Effective Date**" has the meaning specified in the Preamble.

"**Employee**" means any Person employed by Seller who worked for the System immediately before the Closing.

"Environmental Claims" means all formal investigations, warnings, notice letters, notices of violations, Liens, orders, claims, demands, suits or administrative or judicial actions

for any injunctive relief, fines, penalties, or any damage, including, without limitation, natural resource damages, or environmental response costs arising out of an Environmental Condition and/or pursuant to Environmental Laws, including such claims, etc., arising from the exposure of persons to Hazardous Materials at the work place or the exposure of persons or property to Hazardous Materials migrating or otherwise emanating from, to, or located at, under or on the Real Property.

"Environmental Conditions" means the (i) state of the environment, including natural resources (e.g., flora and fauna), soil, surface water, ground water, any present drinking water supply, subsurface strata or ambient air, relating to or arising out of the use, handling, storage, treatment, recycling, generating, transportation, spilling, leaking, pumping, pouring, injecting, emptying, discharging, emitting, escaping, leaching, dumping, disposal, release, or threatened release of Hazardous Materials and (ii) any repair, replacement, retrofit, or activity, required to be completed, performed, remediated or corrected on the Real Property and Acquired Assets, in either case, as necessary to bring the properties into compliance with all applicable Laws or Environmental Laws and in either case, which is reasonably expected to result in or does result in an Environmental Claim.

"**Environmental Laws**" means all Laws relating to human health, pollution, or protection of the environment (including ambient air, surface water, ground water, land surface or surface strata), including (i) Laws relating to Releases, or threatened Releases of Hazardous Materials, (ii) Laws relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, recovery, transport or other handling of Hazardous Materials, (iii) CERCLA; the Toxic Substances Control Act, as amended; the Hazardous Materials Transportation Act, as amended; the RCRA; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; the Clean Air Act, as amended; and (iv) all analogous Laws promulgated or issued by any state Governmental Authority.

"Environmental Permits" has the meaning specified in Section 4.16.

"**EPA**" means the United States Environmental Protection Agency.

"**Equipment and Machinery**" means (i) all the equipment, tangible personal property, machinery, office furniture and equipment, fixtures, tooling, spare maintenance or replacement parts and vehicles owned or leased by Seller (including all leases of such property), which are used, necessary or important in the operation of the System; (ii) any rights of Seller to warranties applicable to the foregoing (to the extent assignable), and licenses received from manufacturers and seller of any such item; and (iii) any related claims, credits, and rights of recovery with respect thereto.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"Escrow" means the escrow established under the Escrow Agreement.

"Escrow Agent" has the meaning specified in Section 3.05.

"Escrow Agreement" has the meaning specified in Section 3.05.

"Escrow Amount" mean means Five Hundred Thousand Dollars and No/100 ($500,000.00).

"Escrow Deposit" has the meaning specified in Section 3.05.

"**Excluded Assets**" has the meaning specified in Section 2.02.

"**Excluded Liability**" or "**Excluded Liabilities**" means, notwithstanding any provision in this Agreement to the contrary, those obligations or liabilities:

(a) constituting Trade Payables;

(b) related to any of the Excluded Assets;

(c) any liabilities or obligations of Seller relating to or arising out of (i) the employment or termination of employment of any Employee on or before the Closing or (ii) worker's compensation claims of any Employee that relate to events occurring on or before the Closing Date;

(d) any liability or obligation that constitutes any claim, liability or obligation in respect of Employees of the Seller arising on or prior to the Closing Date (including by reason of the transactions contemplated by this Agreement) by or on behalf of any such Employee for (A) payments for unemployment compensation, (B) bonus, (C) hospital, medical, life insurance or disability claims, (D) Seller's Qualified Benefit Plans or Seller's Benefit Plans, (E) severance or termination payments, (F) accrued vacation or accrued sick leave, (G) workers' compensation, (H) any other benefit obligation of the Seller, including any Contracts listed in Section 4.17(a)(i) of this Agreement, or (I) other compensation or damages;

(e) Seller's Bonds and Notes;

(f) related to any tort claims against Seller ("Tort Claims");

(g) related to any claim for Damages to the extent the Seller has the right to be indemnified by a third party other than Purchaser or to receive insurance proceeds related thereto;

(h) related to any malfeasance or penalties or fines, or interest thereon, assessed by the EPA or IDEM, by reason of any acts or omissions of Seller prior to Closing alleged to be in violation of applicable Environmental Law; or

(i) those liabilities and obligations set forth in Schedule 1.01.

"**Existing Survey**" has the meaning specified in Section 6.02.

"**Face-to-Face Meeting**" has the meaning specified in Section 8.02(c)(iv).

"**Files and Records**" means all files and records of Seller relating to the System, whether in hard copy or magnetic or other format including customer and supplier records, customer lists (both current and prospective), records of sales calls, manuals, books, files, records, engineering data, procedures, systems, instructions, drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, equipment maintenance records, equipment warranty information, plant plans, specifications and drawings, sales and advertising material, computer software, and records relating to Employee to be employed or leased by Purchaser following the Closing, and whether stored on-site or off-site.

"**Financial Statements**" has the meaning specified in Section 4.05.

"**First Notice of Claim**" has the meaning specified in Section 8.02(c)(ii).

"**Governmental Approval**" means any consent, approval, authorization, notice, filing, registration, submission, reporting or similar item of, to or with any Governmental Authority.

"**Governmental Authority**" means any court, department, commission, board, bureau, municipality, agency or instrumentality of the United States, any state, county, city or political subdivision thereof, or any foreign governmental body, including without limitation, the EPA, IDEM, the IURC and the City Council.

"**Hazardous Materials**" mean (i) any substance that is defined as a "hazardous substance," "hazardous waste," "hazardous material," pollutant, or contaminant under Environmental Laws ; (ii) petroleum (including crude oil and any fraction thereof); (iii) any natural or synthetic gas (whether in liquid or gaseous state); (iv) polychlorinated biphenyls ("PCBs") and PCB-containing equipment, (v) pesticides, (vi) explosives, flammables, corrosives and (ix) substances that are regulated by, or may form the basis of liability under, any Environmental Law and includes the meanings of all such terms in or under any Environmental Law.

"**IDEM**" means the Indiana Department of Environmental Management.

"**Indemnified Party**" has the meaning specified in Section 8.05(a).

"**Indemnifying Party**" has the meaning specified in Section 8.05(a).

"**Intellectual Property**" means all United States patents and patent applications (whether utility, design, or plant product), registered and unregistered trademarks, service marks, trade names, copyrights and copyright applications (and all derivations thereof), logos, brands, business identifiers, private labels, trade dress (including all goodwill and reputation symbolized by any of the foregoing), rights of publicity, processes, industrial designs, drawings, specifications, inventions, improvements, discoveries, formulae, know-how, and trade secrets, customer lists, supplier lists, proposals and analyses, business plans and strategies, licenses, research and development files, manuals, sales literature and promotional material, URLs, domain names and all rights with respect to the foregoing, whether or not patentable or registerable.

"**Interim Financing**" means the issuance of Bond Anticipation Notes as approved by the City Council's adoption of water utility revenue bond ordinances.

"**IURC**" means the Indiana Utility Regulatory Commission.

"**Knowledge**" to the "**Knowledge**" of, and phrases of similar import, means the actual knowledge of (A) with respect to Seller, the City Officials or (B) with respect to Purchaser, Carey Lykins, John Brehm, Aaron Johnson and Randy Edgemon.

"**Law**" means any law, statute, regulation, ordinance, rule, order, judicial, administrative and regulatory decree, judgment, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority, as may be in effect at the relevant time or times in the context in which the term is used.

"**Liability Cap**" has the meaning specified in Section 8.05(c).

"**Licenses and Permits**" mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, variances, waivers and approvals issued or granted by Governmental Authorities to either Seller, including without limitation, Environmental Permits, operating permits and approvals that are held by Seller that relate directly or indirectly to the operation of the System, including those described in Schedule 4.15.

"**Liens**" means all liabilities, obligations, claims, security interests, leases, liens, mortgages, deeds of trust, pledges, rights of first refusal, encroachments, rights of third parties, charges, options, conditional sales or other title retention agreements, UCC-1 financing statements, licenses, rights of way, easements, encumbrances, restrictions, covenants, rights and defects in title of any nature whatsoever, including, without limitation, any restriction on use, transfer, receipt of income, or exercise of any other attribute of ownership.

"**Material Adverse Effect**" means any event, change, fact, condition, occurrence or circumstance that either individually or in the aggregate, has had or could reasonably be expected to have a materially adverse effect on the condition of the Acquired Assets, the business, financial condition, results of operations or other aspects of the System, taken as a whole, but excluding any effect to the extent arising from any one or more of the following: (i) any act or omission of Seller that is conducted with the prior written consent of Purchaser following Seller's disclosure to Purchaser of relevant, material facts or that is expressly authorized by the terms of this Agreement; (ii) any costs or expenses incurred or accrued in connection with the transactions as contemplated by this Agreement (except to the extent constituting an Assumed Liability or relating to or constituting a breach of any representation or warranty hereunder); or (iii) any such change, effect or circumstance resulting solely from the announcement of this Agreement.

"**MBEs**" has the meaning specified in Section 7.10.

"**Neutral Arbitrator**" has the meaning specified in Section 8.02(d)(ii).

"**Nonassignable Assets**" has the meaning specified in Section 2.06(a).

"**Occupancy Agreements**" has the meaning specified in Section 4.23.

"**Outside Date**" means one (1) year from the Effective Date.

"**Real Property**" has the meaning specified in Section 4.08.

"**Panel**" has the meaning specified in Section 8.02(d)(ii).

"**Party**" means Purchaser or Seller and the term "Parties" means collectively Purchaser and Seller.

"**Permitted Liens**" means (a) the Access Rights; (b) the Reserved Rights; (c) the liens, security interests and encumbrances in the Acquired Assets that are identified on Schedule 1.02; or (d) the "Permitted Real Property Encumbrances" as determined pursuant to Section 6.03(b).

"**PERF**" means the Indiana Public Employees Retirement Fund.

"**Person**" means any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, or unincorporated organization, or any governmental agency, officer, department, commission, board, bureau, or instrumentality thereof.

"**Policies**" and "**Policy**" have the meanings specified in Section 4.16.

"**Priority Two Property**" has the meaning specified in Section 6.10.

"**Proposed Resolution**" has the meaning specified in Section 8.02(c)(ii).

"Public Safety Training Academy Property" means the 92-acre parcel of land near the Cherry Tree Water Treatment Plant subject to the Public Safety Training Academy License.

"Public Safety Training Academy License" has the meaning specified in Section 7.14.

"Public Works Building" means the building located at 2706 E. 171st Street, Westfield, Indiana 46074 and all assets associates with the building all as set forth on Exhibit B.

"Public Works Building Lease" means the capital lease between Purchaser and the City for the Public Works Building provided for in Section 7.15.

"**Purchase Price**" has the meaning specified in Section 3.01.

"**Purchaser**" has the meaning specified in the Preamble of this Agreement.

"**Purchaser Indemnified Persons**" has the meaning specified in Section 8.03.

"RCRA" means the Resource Conservation and Recovery Act, as amended.

"**Real Property**" has the meaning specified in Section 4.08.

"**Related Agreements**" means all agreements, instruments, ordinances and other documents contemplated by or executed, delivered or performed pursuant to this Agreement.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment of Hazardous Materials.

"**Reserved Rights**" means title to public rights-of-way except for any subsurface occupancies or improvements used in the operation of the System.

"**Response**" has the meaning specified in Section 8.02(c)(iii).

"**Scheduled Occupancy Agreements**" has the meaning specified in Section 4.23.

"**Seller**" has the meaning specified in the Preamble of this Agreement.

"Seller's Benefit Plans" means each voluntary employees' beneficiary association under Section 501(c)(9) of the Code whose members include any Employees and any employee benefit plans, as defined in Section 3(3) of ERISA, or any other retirement, profit sharing, Seller's Qualified Benefit Plan, stock option, stock bonus, deferred compensation (including any "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code), severance, sick leave or other material plan or arrangement providing benefits to current or former Employee, in each case, whether or not terminated, to which the Seller or an Affiliate are a plan sponsor, as defined in Section 3(16)(B) of ERISA, or to which the Seller or an Affiliate otherwise contribute or have contributed (including without limitation PERF), or in which the Seller or an Affiliate otherwise participate or have participated. It shall further include all obligations, arrangements, or practices, whether or not legally enforceable, to provide benefits, other than salary or wages to present or former directors, employees or agents, other than obligations, arrangements and practices that are Seller's Benefit Plans, that are owed, adopted or followed by the Seller or an Affiliate to the extent that the Seller would have any liability with respect to such obligation, arrangement or practice of the Affiliate. Seller's Benefit Plans also include consulting agreements under which the compensation paid does not depend upon the amount of service rendered, sabbatical policies, severance payment policies and fringe benefits within the meaning of Code §132. For these purposes "Affiliate" also includes any member of an affiliated group as defined under Section 414(m) of the Code, and all entities under common control with Seller pursuant to Section 414(b) or (c) of the Code.

"Seller's Bonds and Notes" means any and all bonds, notes, repurchase agreements, or other debt for money borrowed, including the following bonds and debt of Seller: Waterworks Revenue Bonds Series 1998; Waterworks Revenue Bonds Series 2002; Waterworks Energy Savings Bank Debt; Sewage Works Revenue Bonds 2002; Sewage Works Revenue Bonds 2004; Sewage Works Refunding Revenue Bonds 2006; Sewage Works Revenue Bonds 2007; Energy Saving Bank Debt; and Interim Financing.

"**Seller's Indemnified Persons**" has the meaning specified in Section 8.04.

"**Seller's Qualified Benefit Plan**" has the meaning specified in Section 4.12(b).

"**Standing Panel**" has the meaning specified in Section 8.02(b).

"**Supplies**" means all the lubricants, spare parts, fuel, chemicals, raw materials, and other supplies owned by Seller or to which Seller may have rights, which are used, necessary or important in the operation of the System and related to the System, and all rights of Seller to warranties received from their suppliers with respect to the foregoing (to the extent assignable) and related claims, credits and rights of recovery with respect thereto.

"**Survey**" has the meaning specified in Section 6.02.

"**Survey Affidavit**" has the meaning specified in Section 6.02.

"**System**" has the meaning specified in the recitals to this Agreement. The term "System" as used herein means the System as a whole and does not mean any particular asset constituting part of the System.

"**Systems**" has the meaning specified in the recitals to this Agreement.

"**Tax**" or "**Taxes**" means all federal, state, and local employment taxes, unemployment taxes, and sales and use taxes, if any, imposed upon a Person (including all taxes or payments in lieu of taxes which a Person is required to collect and/or pay over to any government), and all related additions to tax, penalties or interest thereon. For the avoidance of doubt, "Tax" or "Taxes" includes, without limitation, all federal, state and local income taxes and property taxes.

"**Threshold Amount**" has the meaning specified in Section 8.06(a).

"**Title Commitment**" has the meaning specified in Section 6.01(b).

"**Title Company**" has the meaning specified in Section 6.01(b).

"**Title Evidence**" has the meaning specified in Section 6.03(a).

"**Top Executive Negotiation**" has the meaning specified in Section 8.02(c)(v).

"**Tort Claims**" has the meaning specified in subparagraph (e) of the definition of "Excluded Liabilities."

"**Trade Payables**" means any current liability representing an amount owed by Seller in respect of the System, whether arising from the purchase of merchandise, materials, Supplies or services, payments to Employees, any damages the nature of which relates to failure to pay or perform any Trade Payable, and all other amounts typically deemed current liabilities, in each case to the extent constituting a current liability, outstanding as of the Closing Date.

"Transferred Employee" has the meaning set forth in Section 7.04(a).

"Transition Services Agreement" means the Transition Services Agreement by and between Purchaser and Seller, to be in a form mutually agreeable to Purchaser and Seller and entered into concurrently with the Closing.

"**UCC Search**" has the meaning specified in Section 6.05.

"**Unsatisfactory Exceptions**" has the meaning specified in Section 6.03(a).

"**Unscheduled Occupancy Agreements**" has the meaning specified in Section 4.23.

"Utility Plant" means that portion of the System's assets that is used and useful for the operations of the water system, including without limitation, plant in service, construction work in progress, materials, supplies and other items included in utility plant under applicable Law, and excluding CIAC, plant leased to others and, unless expressly allowed by the IURC as utility plant under applicable Law, plant held for future use, and net of accumulated depreciation and amortization.

"**U.S. 31 Project**" means those certain Highway Utility Agreements by and among Seller and the Indiana Department of Transportation, dated as of September 21, 2012.

"**VBEs**" has the meaning specified in Section 7.10.

"Wastewater Purchase Agreement" has the meaning specified in Section 11.09.

"**Wastewater System**" has the meaning specified in the recitals to this Agreement.

"**WBEs**" has the meaning specified in Section 7.10.

"Wells" mean water withdrawal facilities used to extract water from underlying water bearing strata (including aquifers), including the casings, screens, pumping equipment and controls, piping structures and related land.

"Working Capital" has the meaning specified in Section 3.03(a).

ARTICLE II.
TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES

Section 2.01. **Purchase and Sale of Acquired Assets**. With the exception of the Excluded Assets, subject to the terms and conditions set forth in this Agreement, at Closing, Purchaser shall purchase from the City, and the City shall sell, transfer, assign and deliver to Purchaser, free and clear of all Liens except for the Permitted Liens, all of the right, title and interest of the City in, to and under all of the assets, properties and rights of the City, to the extent such assets, properties and rights exist as of the Closing Date and are used, necessary or important in the operation of the System (whether or not any such asset(s) have any value for accounting purposes or are carried or reflected on the books or financial statements of the Seller) (the assets to be conveyed collectively referred to as the "Acquired Assets"), including without limitation, the following:

(a) all real and personal property interests owned, licensed or leased by Seller and any real or personal property interests that are in the process of being acquired, licensed or leased by Seller or any of its Affiliates, including without limitation, the Wells, the Real Property, the

Public Works Building Lease, the Public Safety Training Academy Property, rights to draw water from the Aquifer and Occupancy Agreements;

(b) except for those contracts, licenses and leases listed on Schedule 2.01(b), all contracts, licenses and leases related to the System to which the City is a party, including without limitation leases for Equipment and Machinery, vehicles and other items of personal property (the "Assigned Contracts");

(c) all Supplies, except Supplies consumed or used by Seller between the Effective Date and the Closing Date in the ordinary course of business and in accordance with the terms of this Agreement;

(d) all personal property, fixtures, equipment and fixed assets owned, licensed or leased by Seller, including, without limitation, Equipment and Machinery, system pipes, auxiliary equipment and plant equipment;

(e) all Intellectual Property;

(f) Seller's other intangible assets, including, without limitation, the benefit of third-party representations, warranties, guarantees, performance bonds, maintenance bonds, correspondence and the computer software and programs (whether proprietary or not);

(g) Seller's Files and Records;

(h) all prepaid expenses, credits, advance payments, security, deposits, charges, sums and fees to the extent related to any Acquired Assets;

(i) subject to Section 2.06, all Licenses and Permits, but only to the extent such Licenses and Permits may be transferred under Applicable Law (the "Acquired Authorizations");

(j) the assets listed on Schedule 2.01(j); and

(k) the System as a going concern.

Section 2.02. Excluded Assets. Other than the Acquired Assets subject to Section 2.01, Purchaser expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning any other assets or properties of Seller, and all such other assets and properties shall be excluded from the Acquired Assets (the "Excluded Assets"). Excluded Assets include the following assets and properties of Seller:

(a) cash, cash equivalents and invested funds of the City or any of the City's Affiliates representing the unexpended bond proceeds, plus investment earnings, and other amounts in the capital improvement, bond and/or construction fund balances and reserves for the System.

(b) the Public Works Building, subject to the Public Works Building Lease;

(c) all contracts that are not Assigned Contracts;

(d) the Accounts Receivable;

(e) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder, except to the extent pertaining to the Acquired Assets as to which a loss has occurred prior to Closing;

(f) all assets, properties and rights used by the City which are not used, necessary or important in the operation of the System;

(g) the rights that accrue or will accrue to Seller under this Agreement and Related Agreements;

(h) Seller's Access Rights, Reserved Rights and any other assets listed in Schedule 2.02(h); and

(i) Cell Tower Antenna Agreements.

Section 2.03. Sale Free of Liens. The Acquired Assets sold, conveyed, transferred, assigned and delivered by Seller to Purchaser, as herein provided, are and shall be as of the Closing, free and clear of all Liens other than Permitted Liens. Such Acquired Assets shall be conveyed by appropriate deeds, bills of sale, endorsements, leases, mortgages, security interests, pledges, assignments and other instruments of transfer and conveyance described herein, and if not expressly described herein, then by transfer documents satisfactory in form and substance to Purchaser and Seller and their counsel in their reasonable discretion.

Section 2.04. Assumption of Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement and excluding the Excluded Liabilities, Purchaser shall assume and agree to pay, perform and discharge when due any and all liabilities and obligations of the City arising out of or relating to the System or the Acquired Assets on or after the Closing, including, without limitation, the following (collectively, the "Assumed Liabilities"):

(i) all liabilities and obligations arising on or after the Closing under the Assigned Contracts;

(ii) except as set forth in Section 7.04, all liabilities and obligations relating to employee benefits, compensation or other arrangements with respect to any Transferred Employee arising after the Closing;

(iii) any litigation initiated against Seller related to the System or the Acquired Assets resulting from events that occur or conditions caused by Purchaser that exist on or after the Closing; and

(iv) all other liabilities and obligations arising out of or relating to Purchaser's ownership or operation of the System and the Acquired Assets on or after the Closing.

(b) At the Closing, to the extent the Seller is not released therefrom, Seller shall be indemnified against its obligations under the Assumed Liabilities in accordance with Section 8.04.

(c) Purchaser shall not assume or be liable to pay any liabilities or obligations relating to the Excluded Liabilities or any other liabilities or obligations that are not Assumed Liabilities.

Section 2.05. Subsequent Documentation. At any time and from time to time after the Closing Date, Seller shall, upon the request of Purchaser, and Purchaser shall, upon the request of Seller, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate, (a) the sale, conveyance, transfer, assignment and delivery hereunder of the Acquired Assets to Purchaser; (b) the assumption by Purchaser of any of the Assumed Liabilities; (c) Seller's or Purchaser's rights under any Access Rights or Reserved Rights; (d) performance by the Parties of any of their other respective obligations under this Agreement or the Related Agreements; (e) the satisfaction of Excluded Liabilities; (f) the financing by Purchaser of the Purchase Price; and (g) any other matters reasonably requested by a Party to carry out the provisions, purposes and intent of this Agreement or the Related Agreements.

Section 2.06. Assignment of Contracts.

(a) Notwithstanding anything to the contrary set forth herein, to the extent that any of the Assigned Contracts or Acquired Authorizations that constitute an Acquired Asset are not assignable or transferable without the consent of the issuer thereof or the other party thereto or any third party including, without limitation, a Governmental Authority (the "Nonassignable Assets"), this Agreement shall not constitute an assignment or transfer of the Nonassignable Assets if such assignment or transfer or attempted assignment or transfer would constitute a breach thereof or a violation of any Law. Seller shall use reasonable efforts, at reasonable cost to Seller, to obtain any consents or waivers necessary to any such assignment. To the extent that such consents or waivers are not obtained by Seller on or before the Closing, Seller agrees to cooperate with Purchaser and to take such reasonable actions, at reasonable cost to Seller, as Purchaser may reasonably request in order to secure any arrangement designed to provide for Purchaser the benefits of such Nonassignable Assets. Seller shall further assign and deliver to Purchaser any net proceeds or net receivables by Seller pursuant to the Nonassignable Assets except and to the extent that Seller has previously provided Purchaser with the benefits of such proceeds or receivables or to the extent the assignment is not permitted under the Nonassignable Assets. In connection therewith, Seller shall enforce, for the benefit of Purchaser, any and all material rights of Seller against such issuer or such other party or parties, to the extent reasonably permitted.

(b) To the extent Purchaser receives the benefit of any Nonassignable Asset pursuant to Section 2.06(a), Purchaser agrees to assume and discharge any liability or obligation related to the benefits of such Nonassignable Asset.

ARTICLE III.
PURCHASE PRICE

Section 3.01. **Purchase Price**. Subject to the terms and conditions, including adjustments, set forth in this Agreement, the aggregate purchase price for the Acquired Assets shall be [allocable portion of Ninety One Million Dollars and No/100 ($91,000,000.00)] cash payment paid upon Closing plus the assumption of Assumed Liabilities (the "Purchase Price"), payable subject to the terms and conditions of this Agreement. Upon Closing, the cash payment of the Purchase Price shall be paid by wire transfer of immediately available funds (i) in the case of the Escrow Amount to the Escrow Agent in accordance with the Escrow Agreement and (ii) with the remaining amount the Purchase Price paid to one or more accounts designated in writing by the City to the Purchaser (with such designation no later than two (2) business days before the Closing Date).

Section 3.02. **Fair Consideration**. The Parties acknowledge and agree that the consideration provided for in this Article III represents fair consideration and reasonable equivalent value for the sale and transfer of the Acquired Assets and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's-length, good faith negotiations between the Parties and their respective representatives.

Section 3.03. **Working Capital; Collection of Accounts Receivable**.

(a) For the avoidance of doubt, the Parties intend that the Purchaser shall provide its own Working Capital to operate the System after Closing and that Seller will retain rights to all Accounts Receivable and the obligation to satisfy all Trade Payables including any accrued Taxes. As used herein, the term "Working Capital" shall mean normal and customary working capital consisting of current assets less current liabilities.

(b) Purchaser shall collect the Accounts Receivable and promptly, but in no event later than ten (10) days after receipt, remit all amounts representing Accounts Receivable to Seller. From time to time after Closing, the Parties will reconcile amounts related to Accounts Receivable, Trade Payables and other assets and liabilities affected by the timing of Closing. Any disagreements or disputes relating to this Section 3.03 shall be resolved by the Parties pursuant to the provisions of Section 8.02(b) of this Agreement. Seller hereby authorizes Purchaser, effective as of the Closing, to open any mail addressed to Seller and received by Purchaser at any location relating to the operation of the System. Additionally, in order to effectuate customer transition, Seller shall cooperate with Purchaser in coordinating the transfer of lock boxes and other payment processes for customers of the System who pay their bills through Automated Clearinghouse (ACH) or similar processes.

(c) In the event that Purchaser fails to remit the City the amount due pursuant to Section 3.03(b) within ten (10) days after receipt, then interest shall accrue on such delinquent amount at a rate equal to ten percent (10%) per annum, commencing on the eleventh (11^{th}) day after receipt and continuing until such amount is received. Notwithstanding the foregoing, this Section 3.03(c) shall not apply to any amounts that Purchaser asserts in good faith that it is not required to pay even if later determined to be due.

Section 3.04. Allocation of the Purchase Price. Purchaser and Seller agree to allocate the Purchase Price, plus the amount of the Assumed Liabilities, to the Acquired Assets as specified in Schedule 3.04 in accordance and consistent with applicable accounting standards.

Section 3.05. Escrow. At the Closing, Purchaser shall deposit Five Hundred Thousand and No/100 Dollars ($500,000.00) with an escrow agent agreed upon by the Parties (the "Escrow Agent"), by wire transfer of immediately available funds (the "Escrow Amount" and, together with all earnings thereon, collectively, the "Escrow Deposit"), which shall be used to secure satisfaction of Seller's obligations pursuant to Article VIII herein, including obligations under the Wastewater Purchase Agreement, if any, pursuant to the terms of the Escrow Agreement. To the extent the Escrow Deposit is not applied as set forth in the Escrow Agreement, it shall be returned to the City. The Escrow Deposit shall be held, invested and disbursed as specified in and pursuant to the terms and conditions of an escrow agreement, in a form mutually agreeable to Purchaser and Seller (the "Escrow Agreement") and in accordance with the terms and conditions of Article VIII.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller makes only the representations and warranties which are set forth in this Article IV. Any disclosure set forth on any particular schedule of the Disclosure Schedules shall be deemed disclosure in reference to all schedules comprising the Disclosure Schedules to which such disclosure is clearly applicable based solely upon such disclosure.

Purchaser acknowledges that it has conducted an independent investigation of the financial condition, assets, liabilities, properties and projected operations of the System in making its determination as to the propriety of the transaction contemplated by this Agreement and, in entering into this Agreement and Related Agreements, has relied solely on the results of the investigation and on the representations and warranties of Seller expressly contained in Article IV of this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE RELATED AGREEMENTS, THE SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER, INCLUDING ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OR VALUE OF ANY OF THE ASSETS OF THE SYSTEM OR THE FUTURE PROFITABILITY OR FUTURE EARNINGS PERFORMANCE OF THE SYSTEM. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

Seller represents and warrants to Purchaser that the statements contained in this Article IV are true and correct as of the date hereof.

Section 4.01. Power. Seller has all requisite power and authority to own, lease and operate the Acquired Assets and the System as operated on the Effective Date, to sell and transfer in the manner described herein the Acquired Assets and powers described herein to Purchaser and to enter into, execute and deliver this Agreement.

Section 4.02. **Authorization and Validity of Agreement**. The execution and delivery of this Agreement and the Related Agreements by Seller and the consummation by Seller of the transactions contemplated by this Agreement and the Related Agreements have been duly and validly authorized by all necessary or proper action on the part of Seller and no other proceedings on the part of Seller is necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally.

Section 4.03. **No Conflict or Violations**. The execution, delivery and performance of this Agreement, and the sale of the System, by Seller does not and shall not: (a) violate any material provision of Law applicable to Seller or the System; (b) in any material respect, violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract, lease, loan agreement, mortgage, security agreement, license, consent order, indenture or other instrument or obligation to which Seller is a party, or by which its assets or properties may be bound; or (c) result in the imposition of any Liens or material restrictions on either of the System or any of the Acquired Assets.

Section 4.04. **Consents and Approvals**. Schedule 4.04 sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by Seller or the performance by Seller of its obligations hereunder. Any and all notices, consents, authorizations and approvals set forth in Schedule 4.04 have been or prior to the Closing will be made and obtained. In addition, Schedule 4.04 contains a true and complete list of all Nonassignable Assets as of the Effective Date.

Section 4.05. **Financial Statements**.

(a) Schedule 4.05 sets forth correct and complete copies of the following financial statements (collectively, the "Financial Statements"):

(i) unaudited statement of operations of the System as of the twelve month period ended December 31, 2011 and for the six (6)-month period ended June 30, 2012;

(ii) unaudited statement of cash flow of the System as of the twelve month period ended December 31, 2011 and for the six (6)-month period ended June 30, 2012; and

(iii) unaudited balance sheet of the System at each of December 31, 2011 and June 30, 2012.

In addition, Seller shall provide to Purchaser by November 1, 2012, the statement of operations, statement of cash flow and balance sheet as of the 12-month period ended December 31, 2011, as audited by the State Board of Accounts, which shall become part of the Financial Statements defined above.

(b) Between the Effective Date and the Closing Date, Seller shall provide to Purchaser correct and complete monthly unaudited statement of operations as they are produced in the ordinary course of business.

(c) The Financial Statements have been prepared and presented in accordance with the applicable standards for financial reporting of the Governmental Accounting Standards Board (GASB), the financial information as presented in the Financial Statements is accurate in all material respects and is presented in a manner designed to set forth the financial position and results of operations of the System for the periods indicated. Except as reflected or reserved for in the Financial Statements, or as set forth in Schedule 4.05, Seller is not subject to any liability or obligation related to the System, other than immaterial current liabilities and obligations incurred since the date of such Financial Statement in the ordinary and usual course of business consistent with past practice.

Section 4.06. Absence of Certain Changes or Events. Except as reflected in the Financial Statements, since June 30, 2012, Seller has operated the System in the ordinary course of business consistent with past practice and other than in the ordinary course of business consistent with past practice with respect to the System, to Seller's Knowledge there has not been any:

(a) change, event or condition (whether or not covered by insurance) that has resulted in a Material Adverse Effect;

(b) sale, assignment or transfer of any of the Acquired Assets or other properties of Seller necessary or important to the operation of the System;

(c) failure to repay or discharge any material obligation or liability;

(d) failure to operate the System in the ordinary course or to preserve the System intact, to keep available to Purchaser the services of the Employees and to preserve for Purchaser, to the extent practicable, the goodwill of Seller's dealers, suppliers, customers and others having business relations with it;

(e) damage, destruction or loss affecting the Acquired Assets or the System resulting in a Material Adverse Effect;

(f) except as otherwise provided in Section 2.04, material indebtedness, obligations or liabilities incurred, increased or modified with respect to the System that would constitute Assumed Liabilities;

(g) agreements, waivers, permits, fees, charges, or other burdens of any nature placed on the System by the City for the benefit of the City; or

(h) agreement by Seller to do any of the foregoing or any act or omission that would result in any of the foregoing.

Section 4.07. Tax Matters. No state or local Taxing authority has assessed any Taxes on the Acquired Assets or on the operation of the System and no Taxes will be due and

payable on or before the Closing Date. Seller has timely paid all Taxes that may have been or may be due and payable by Seller on or before the Closing Date, arising from the ownership or operation of the Acquired Assets or the System on or before the Closing Date, including without limitation, withholding with respect to compensation paid to employees, and the amounts withheld have been properly paid over to the appropriate Taxing authorities. No taxing authority has asserted any claim against the Seller for the assessment of any additional Tax liability or initiated any action or proceeding which could result in such an assertion.

Section 4.08. Real Property. Schedule 4.08 contains a list and brief description of all real property the Seller owns and uses in the operation of the System (the "Real Property"). Except for the Permitted Real Property Encumbrances and as set forth in Schedule 4.08, Seller has good and marketable title in the Real Property. Except as set forth on Schedule 4.08, none of the Real Property is subject to any lease or grant to any Person of any right to the use, occupancy or enjoyment of such Real Property or any portion thereof. Except for Permitted Liens, the Real Property is not subject to any use restrictions, exceptions, reservations or limitations which in any material respect interfere with or impair the present and continued use thereof in the ordinary course of business and in the same manner after Closing as conducted by Seller prior to Closing. There are no pending or, to the Knowledge of the Seller, threatened condemnation proceedings relating to any of the Real Property. All buildings, structures and improvements located on, fixtures contained in, and appurtenances attached to the Real Property conform in all material respects to applicable federal, state, county, local and foreign laws, regulations and ordinances, including without limitation, those related to zoning, use or construction, and the Real Property is zoned for the purposes for which they are presently used by Seller. Seller does not lease any real property from any third party that is used for or necessary or important to the operation of the System.

Section 4.09. Equipment and Machinery/Distribution System.

(a) Schedule 4.09(a) sets forth a list of, or otherwise describes, all material Equipment and Machinery included in the Acquired Assets. Seller has good title, free and clear of all Liens (other than the Permitted Liens) to the Equipment and Machinery owned by Seller.

(b) Seller holds good and transferable leasehold interests in all Equipment and Machinery leased by them, in each case under valid and enforceable leases. Except as set forth on Schedule 4.09(b), none of the leased Equipment and Machinery of Seller requires the approval of the lessor to be assigned, or upon assignment will experience a material change in terms, costs or tax recapture.

(c) To the Knowledge of Seller, the Equipment and Machinery are in good operating condition and repair (except for ordinary wear and tear), and are being operated in conformity in all material respects with all applicable Laws and warranty conditions.

Section 4.10. Supplies. All Supplies included in the Acquired Assets consist of a quality and quantity usable in the ordinary course of business, consistent with past practice.

Section 4.11. Intellectual Property.

(a) All material Intellectual Property owned by or licensed to Seller and related to the System is listed on Schedule 4.11(a). All Intellectual Property material to the System is owed by or licensed to Seller free and clear of all Liens, except for Permitted Liens, and is in good standing, is duly authorized, valid, issued and enforceable, has not been canceled, and, to the Knowledge of Seller, is not the subject of any challenge. To the Knowledge of Seller, no facts exist that would invalidate or render unenforceable any Intellectual Property.

(b) (i) There are no licenses now outstanding or other rights granted to third parties under any Intellectual Property and (ii) Seller is not a party to any agreement or understanding restricting the use of any Intellectual Property. To the Knowledge of Seller, the Intellectual Property does not infringe the patent, trademark, copyright, trade secret or other proprietary right of any third party. All filings or recordations necessary or appropriate to protect the interests of Seller in any Intellectual Property have been duly made and are in full force and effect.

Section 4.12. Employee Benefit Plans.

(a) Schedule 4.12(a) contains a list of each of Seller's Benefit Plans.

(b) Except as would not have a Material Adverse Effect and to the Knowledge of Seller, each Seller's Benefit Plan complies with all applicable Laws (including ERISA and the Code and the regulations promulgated thereunder). Each Seller's Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a "Seller's Qualified Benefit Plan") has received a favorable determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Seller's Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, and, to Seller's Knowledge, nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such opinion letter from the Internal Revenue Service, as applicable.

(c) Except as set forth in Schedule 4.12(c), no Seller's Benefit Plan: (i) is subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code; or (ii) is a "multi-employer plan" (as defined in Section 3(37) of ERISA). Seller has not: (A) except with respect to the PERF Plan, withdrawn from any pension plan under circumstances resulting (or expected to result) in liability; or (B) engaged in any transaction which would give rise to a liability under Section 4069 or Section 4212(c) of ERISA.

(d) Other than as required under Section 4980B of the Code or other applicable Law, no Seller's Benefit Plan provides benefits or coverage in the nature of health, life or disability insurance following retirement or other termination of employment (other than death benefits when termination occurs upon death).

(e) Except to the extent not material, other than as a result of the process set forth in Section 7.04(e), no Seller's Benefit Plan exists that could: (i) result in the payment to any Employee or consultant of the System of any money or other property; or (ii) accelerate the

vesting of or provide any additional rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any Employee or consultant of the System, in each case, as a result of the execution of this Agreement.

(f) The representations and warranties set forth in this Section 4.12 are Seller's sole and exclusive representations and warranties regarding employee benefit matters.

(g) Seller has been in full compliance with the requirements with COBRA and seller is not subject to any excise tax under Section 4980B of the Code for the current or any prior taxable years.

(h) Notwithstanding anything in this Agreement to the contrary, it is expressly understood that Purchaser shall not acquire any asset, or assume any liability or obligation relating to any of Seller's Benefit Plans.

Section 4.13. Employees; Labor Relations.

(a) Seller is not a party to, or bound by, any collective bargaining or other agreement with a labor organization representing any of the Employees. There has not been, nor, to Seller's Knowledge, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor activity or dispute affecting Seller or any of the Employees.

(b) Seller is in compliance in all material respects with all applicable Laws pertaining to employment and employment practices to the extent they relate to the Employees.

(c) With respect to all Employees:

(i) there is no unfair labor practice charge or complaint against the Seller pending, or to the Knowledge of the Seller, threatened (and the Seller does not believe that there exists any reasonable basis therefor);

(ii) there is no grievance pending against the Seller filed by any Employee arising out of any grievance or complaint procedure (and the Seller does not have Knowledge that there exists any reasonable basis therefor);

(iii) there is no charge of employment discrimination, harassment or retaliation with respect to or relating to any Employee or group of Employees pending before the Equal Employment Opportunity Commission or any other agency responsible for the prevention or investigation of unlawful and/or discriminatory employment practices (and the Seller does not have Knowledge that there exists any reasonable basis therefor);

(iv) the Seller has not received any written notice of the intent of any Governmental Authority responsible for the enforcement of labor or employment laws to conduct an investigation or other inquiry, and to the Knowledge of Seller, no such investigation or other inquiry is in progress; and

(v) there is no claim, action, suit, proceeding, investigation or inquiry pending against the Seller or, to the Knowledge of the Seller, threatened, in any forum by or on behalf of any Employee, any applicant for employment with Seller, or classes of the foregoing alleging breach of any express or implied contract of employment, violation of any law governing employment or the termination thereof or other discriminatory, wrongful or tortious conduct in connection with the employment relationship.

(d) As between Section 4.18 and this Section 4.13, the representations and warranties in Sections 4.07, 4.12, 4.24 and this Section 4.13 shall control and be exclusive as to compliance with Laws relating to employees and labor relations.

Section 4.14. Environmental Compliance.

(a) (i) Except as set forth in Schedule 4.14(a)(i), to the Knowledge of Seller, Seller's uses and operations of any Real Property comply in all material respects with general operating and engineering standards of the water supply industry; and (ii) except as set forth in Schedule 4.14(a)(ii), to the Knowledge of Seller, Seller's uses and operations of any Real Property comply in all material respects with Environmental Laws and Seller has obtained and is in material compliance with the terms, conditions, and requirements of all necessary Licenses and Permits required under Environmental Laws ("Environmental Permits"). No enforcement proceeding is pending or, to the Knowledge of Seller, threatened relating to the revocation or limitation of any of the Environmental Permits. Such Environmental Permits are set forth in Schedule 4.14(a)(iii) and are in full force and effect. Seller has made true and complete copies of all the Environmental Permits currently in effect available to Purchaser.

(b) Except as set forth in Schedule 4.14(b), Seller has not generated, manufactured, used, transported, treated, stored, handled, disposed or offered for disposal, transferred, processed or otherwise handled any Hazardous Materials on the Real Property except in material compliance with all applicable Environmental Laws. Seller has not received any written notice that it is liable under CERCLA or RCRA for the Release or threatened Release of a Hazardous Substance, IND. CODE § 13-25-4-8 or any analogous Environmental Law that addresses the Release or threatened Release of Hazardous Substances in respect of any operations now conducted by Seller. To the Knowledge of Seller, no previous owner or tenant of the Real Property has Released any Hazardous Materials into, upon, or from any Real Property or into or upon the soil, ground or surface water thereof, except in material compliance with all applicable Environmental Laws, nor has any previous owner or tenant of the Real Property violated any Environmental Laws with respect to the Real Property, in either case in a manner that would reasonably be expected to result in an Environmental Claim.

(c) Except as set forth in Schedule 4.14(c), Seller has not received any written notice of any pending, nor to the Knowledge of Seller is there any, threatened, formal investigation, notice of violation, Lien, order, claim, suit or administrative or judicial action for any injunctive relief, fines, penalties from any Governmental Authority relating to Seller's alleged violation of any Environmental Laws that either has not been resolved to the satisfaction of the Governmental Authority or that would reasonably be expected to result in an Environmental Claim.

(d) Except as set forth in Schedule 4.14(d), Seller has not received any written notice of any pending, nor to the Knowledge of Seller is there any, threatened, claim, demand, suit, judgment or judicial proceeding that Seller is or may be liable to any Person or Governmental Authority as a result of a Release or threatened Release of any Hazardous Materials from or onto any Real Property or the real property of any Person. Seller has no written agreement with or written commitments to, and to the Knowledge of the Seller, has made no binding oral commitments to, any Governmental Authority relating to the investigation or remediation of any Hazardous Materials at any Real Property or real property of any Person.

(e) To the Knowledge of the Seller, there are no storage tanks subject to regulation pursuant to 329 IAC 9-1-1 or 675 IAC 22-2.4-1, underground or otherwise (whether or not out of service, closed or decommissioned), currently located on the Real Property other than in material compliance with applicable Environmental Laws, and no Governmental Authority has conducted any audits, assessments, tests or other reviews in connection with such storage tanks that, to the Knowledge of the Seller, have not been resolved to the satisfaction of the Governmental Authority.

(f) Except to the extent otherwise expressly mutually agreed in writing by the Parties, Seller has delivered to Purchaser all audits, tests, reports or other reviews, including Phase I and Phase II environmental assessments or subsurface investigations conducted on the Real Property which relate to environmental impact performed by or on behalf of Seller that are in the possession of Seller or of any agent, consultant or other service provider of Seller.

(g) Except as set forth on Schedule 4.14(g), to the Knowledge of the Seller, Seller has not Released any Hazardous Material on or from any Real Property or at any geologically or hydrologically adjoining property, nor are any Hazardous Materials present on or in the ambient air, surface water, ground water, land surface or surface strata at any Real Property, including from any Hazardous Materials contained in barrels, aboveground or underground storage tanks, landfills, land deposits, dumps, equipment (whether movable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Real Property or such adjoining property, or incorporated into any structure therein or thereon, except in each case (1) in material compliance with Environmental Laws; or (2) when resulting from acts authorized by, and in material compliance with, an Environmental Permit.

(h) As between Section 4.18 and this Section 4.14, the representations and warranties in Sections 4.07 and 4.24 and this Section 4.14 shall control and be exclusive as to Seller's representations and warranties with respect to compliance with Environmental Laws.

Section 4.15. Licenses and Permits. Schedule 4.15 lists or describes the Licenses and Permits. The Licenses and Permits are all the licenses and permits that are necessary or important for the operation of the System. The Licenses and Permits are in full force and effect. Seller has made true and complete copies of all the Licenses and Permits available to Purchaser. Seller is in compliance with all material terms, conditions and requirements of all Licenses and Permits and no proceeding is pending or, to the Knowledge of Seller, threatened relating to the revocation or limitation of any of the Licenses or Permits.

Section 4.16. **Insurance**. Schedule 4.16 lists all of Seller's policies of title, liability, fire, casualty, business interruption, workers' compensation, surety bonds and other forms of insurance insuring the properties, assets or operations of the System (collectively, "Policies" and individually, a "Policy"), setting forth the carrier, policy number, expiration dates, premiums, description of type of coverage and coverage amounts. Seller has made true and complete copies of all such policies available to Purchaser. Such policies are in amounts deemed to be adequate by Seller, all premiums with respect thereto are currently paid, such policies are in full force and effect and Seller has not received any notice that any such policy will not be renewed.

Section 4.17. **Contracts and Commitments**.

(a) With respect to the System, Schedule 4.17 lists all of the following material contracts (collectively, the "Contracts"):

(i) employment, consulting, bonus, deferred compensation, pension, welfare, or retirement agreements and commitments with the Employees;

(ii) bonds, notes, mortgages, contracts, agreements, swaps or other derivatives or commitments for the repayment or borrowing of money by Seller, or for a line of credit including borrowings by Seller in the form of a guarantee of, indemnification for, or agreement to acquire any obligation of others, and all security or pledge agreements related thereto;

(iii) contracts, including management, operating or service agreements, contracts related to ongoing construction, including insurance contracts, surety bonds, architect agreement or consultant agreement, providing for payments in excess of One Hundred Thousand Dollars ($100,000) by Seller in any twelve (12) month period;

(iv) contracts, agreements or commitments containing covenants purporting to limit the freedom of Seller or any Employee to compete in any business or in any geographic area; and

(v) contracts not made in the ordinary course of business, providing for payments by Seller in excess of One Hundred Thousand Dollars ($100,000) in any twelve (12) month period.

(b) Seller has made available to Purchaser true and complete copies of all the foregoing Contracts.

(c) Seller has no liability for debt other than the debt reflected in the Seller's Bonds and Notes.

(d) All of the Contracts are in full force and effect. Seller has not, nor to the Knowledge of Seller has any other party thereto, breached any provision of or defaulted under the terms of, nor does any condition exist which, with notice or lapse of time, or both, would cause Seller, or to the Knowledge of Seller, any other party, to be in default under any Contract.

Section 4.18. **Compliance with Law**. The System is in material compliance with all applicable Laws. Seller is not in material violation of any Law applicable to the System, its Employees or any of the Acquired Assets, nor is Seller aware that any factual circumstances are reasonably likely to result in such violation.

Section 4.19. **Litigation**. Except as set forth on Schedule 4.19, (a) there are no claims, actions, suits, proceedings, arbitral actions or investigations pending or, to the Knowledge of Seller, threatened against Seller with respect to the System or any of the Acquired Assets before or by any Governmental Authority; and (b) there are no unsatisfied judgments of any kind against Seller with respect to the System or the Acquired Assets requiring payment in excess of One Hundred Thousand and No/Dollars ($100,000).

Section 4.20. **Title to the Acquired Assets and Related Matters**. Except with respect to Real Property (the sole representations and warranties for which are contained in Section 4.08), Seller has good and marketable title to all of the Acquired Assets owned by Seller, free and clear of all Liens, subject to the Permitted Liens. With the exception of Nonassignable Assets, Seller has complete and unrestricted power and the right to sell, convey, assign, transfer and deliver the Acquired Assets in the manner described herein, and the deeds and other instruments of assignment and transfer to be executed and delivered by Seller to Purchaser at the Closing, subject to the approvals and consents required to consummate the transactions contemplated by this Agreement subject to the Permitted Liens. Such deeds and other instruments of assignment and transfer will be valid and binding obligations of Seller, enforceable in accordance with their respective terms. All consents necessary to consummate the transactions contemplated by this Agreement have been obtained, or will be obtained on or prior to and be in effect as of the Closing Date, and are or will be when obtained valid and binding upon the Persons giving the same. The Acquired Assets include all properties and assets (real, personal and mixed, tangible and intangible, and all leases, licenses and other agreements) necessary to permit Purchaser to carry on the operation of the System subsequent to the Closing in substantially the manner conducted by Seller.

Section 4.21. **No Other Agreements to Sell Assets**. Seller does not have any obligation, absolute or contingent, to any other Person to sell any of the Acquired Assets, or to effect any merger, consolidation or other reorganization of Seller or to enter into any agreement with respect thereto.

Section 4.22. **Broker's and Finder's Fees**. No broker, finder, or Person is entitled to any commission or finder's fee by reason of any agreement or action of Seller in connection with this Agreement or the transactions contemplated by this Agreement. Seller agrees to pay when due the fees and expenses of their financial and technical advisors.

Section 4.23. **Occupancy Agreements**. Schedule 4.23 contains a list of all easements, licenses, use agreements and other occupancy agreements for real property granted by third parties to Seller that are Known to Seller and are used or expected to be used in the operation of the System (the "Scheduled Occupancy Agreements"). Seller has made available true and complete copies of all Scheduled Occupancy Agreements to Purchaser. To Seller's Knowledge, Seller is not in breach of or in default under the Scheduled Occupancy Agreements (for which applicable notices have been delivered and cure periods have elapsed) and no party to

any Scheduled Occupancy Agreements has given Seller written notice of or made a claim with respect to any breach or default thereunder, nor is Seller aware of any condition that currently exists or with the passage of time will result in a default or breach by any party to a Scheduled Occupancy Agreement. The Parties acknowledge that Seller may own other easements, licenses, use agreements, and other occupancy agreements for real property that are used or expected to be used in the operation or future expansion of the System other than those listed in Schedule 4.23 (the "Unscheduled Occupancy Agreements"). The terms Scheduled Occupancy Agreements and Unscheduled Occupancy Agreements shall collectively be referred to as "Occupancy Agreements."

Section 4.24. All Material Information. Seller has not withheld from Purchaser any material facts relating to the Systems or the Acquired Assets. To the Knowledge of Seller, no representation or warranty made herein by the Seller and no statement contained in any certificate or other instrument furnished or to be furnished to Purchaser by the Seller in connection with the transactions contemplated by this Agreement contains or will contain an untrue statement of material fact or omits or will omit to state any material fact necessary in order to make any representation, warranty, or other statement of the Seller not misleading.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser makes only the representations and warranties which are set forth in this Article V. Any disclosure set forth on any particular schedule of the Disclosure Schedules shall be deemed disclosure in reference to all schedules comprising the Disclosure Schedules to which such disclosure is clearly applicable based solely upon such disclosure.

As a material inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser hereby represents and warrants to Seller as follows:

Section 5.01. Entity Organization. Purchaser is a limited liability company created and existing pursuant to the Indiana Business Flexibility Act, as amended, created and existing under the laws of the State of Indiana, and has all requisite power and authority to own, lease and operate the Acquired Assets and the System as operated on the Effective Date and to perform its obligations hereunder.

Section 5.02. Authorization and Validity of Agreement. Purchaser has all requisite power and authority to execute and deliver this Agreement and all Related Agreements. The execution and delivery of this Agreement and the Related Agreements, the performance of the obligations of Purchaser hereunder and the consummation by Purchaser of the transactions contemplated by this Agreement and the Related Agreements have been duly and validly authorized by all necessary action of the Purchaser's Board and no other proceeding on the part of Purchaser is necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Purchaser and constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms and conditions, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally.

Section 5.03. **No Conflict or Violation**. The execution, delivery and performance of this Agreement by Purchaser upon satisfaction of the conditions set forth herein do not and shall not: (a) violate or conflict with any provision of any governing document of Purchaser; (b) violate any provision of Law, or any order, judgment or decree of any court or other Governmental Authority; or (c) violate or result in a breach of, or constitute (with due notice or lapse of time or both) a default under any contract, lease, loan agreement, mortgage, security agreement, indenture or other agreement or instrument to which Purchaser is a party or by which it is bound or to which any of its properties or assets is subject.

Section 5.04. **Approvals and Consents**. Except as set forth on Schedule 5.04, the execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby will not require any notice to, or consent, authorization or approval from any Person or Governmental Authority or any third party. Except as set forth in Schedule 5.04, any and all notices, consents, authorizations and approvals set forth in Schedule 5.04 have been or prior to the Closing will be made and obtained.

Section 5.05. **Broker's and Finder's Fees**. No broker, finder or other Person is entitled to any commission or finder's fee in connection with this Agreement or the transactions contemplated by this Agreement. Purchaser agrees to pay when due the fees and expenses of its financial and technical advisors.

Section 5.06. **Financial Ability**. Upon satisfaction of the conditions to Closing, absent facts or circumstances that would constitute a breach of a representation or warranty of Seller, and after giving effect to the consummation of the transactions contemplated hereby and the incurrence of any indebtedness in connection therewith, Purchaser will have the financial ability and will have sufficient Working Capital for its needs and anticipated needs to operate the System as a utility system regulated by the IURC.

Section 5.07. **Financing**. Upon satisfaction of the conditions to Closing, absent facts or circumstances that would constitute a breach of a representation or warranty of Seller, at the Closing, Purchaser will have sufficient funds available to consummate the transaction contemplated by this Agreement and to pay expenses related to the transactions contemplated by this Agreement and to generally provide Working Capital for the operations of the System following the Closing assuring that the residents of the City will receive adequate, safe and reliable water service.

Section 5.08. **Independent Decision.** Except as expressly set forth in this Agreement, the Disclosure Schedules or any of the Related Agreements, Purchaser acknowledges that (a) neither Seller nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of the System or information provided to Purchaser, and (b) neither Seller nor any other Person shall have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser or Purchaser's use of, any information regarding the System or Acquired Assets that has been furnished or made available to Purchaser and its representatives. Purchaser acknowledges that other than as expressly set forth in this Agreement or any Related Agreement, Seller expressly disclaims any warranty of income potential, operating expenses, costs of operation, or uses or fitness for a particular purpose.

Section 5.09. **Disclosure Schedule Matters**. Purchaser acknowledges that: (a) the inclusion of any matter on any Disclosure Schedule shall not necessarily be deemed an admission by Seller that such listed matter is material or that such listed matter has or could have a Material Adverse Effect or constitutes a material liability with respect to the Acquired Assets; (b) matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in such Disclosure Schedules; and (c) such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

Section 5.10. **WARN ACT**. Purchaser has no present plans or intention to carry out, as part of the transaction, any "plant closing" or "mass layoff," as each term is defined in the WARN Act, affecting any site of employment or facility of the System.

ARTICLE VI.
TITLE TO REAL ESTATE; UCC STATEMENTS

Section 6.01. **Evidence of Title**. Subject to Section 6.10, with respect to all Real Property, Seller shall obtain and deliver to Purchaser within one hundred eighty (180) days after the Effective Date (with the understanding that Seller shall use good faith efforts to obtain the same as soon as reasonably practicable) a commitment for an owner's policy of title insurance on ALTA Owner's Form 2006 (the "Title Commitment"), issued by Chicago Title (the "Title Company"), having an effective date after the Effective Date, and containing such endorsements as Purchaser reasonably requests, to the extent available from the Title Company. The Title Company shall agree to insure, in Purchaser, good, merchantable and marketable title to the fee simple estate in the Real Property for the portion of the Purchase Price allocated to the Real Property. The final title policy or policies for Real Property shall be issued without the standard general exceptions for: (i) rights or claims of parties in possession not shown by the public records, (ii) easements, or claims of easements, not shown by the public records, (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and (iv) any lien, or right to a lien, for services, labor or material theretofore or thereafter furnished, imposed by law and not shown by the public records. If, after exercising reasonable diligence, Seller is unable to obtain each Title Commitment during the time period specified above, Seller shall have the right to extend such period by written notice to Purchaser for an additional ninety (90) day period.

Section 6.02. **Survey and Other Evidence of Boundary**. Within one hundred eighty (180) days after the Effective Date, Seller shall obtain and deliver to Purchaser a staked survey of the portions of the Real Property that comprise real property (and any buildings or structures located thereon) made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by the American Land Title Association and the American Congress on Surveying and Mapping in 1999, and including Items 1, 2, 3, 4, 6, 7(a), 8, 10, 11(b), 13 of Table A thereof (collectively, the "Survey"). The Surveys shall be sufficient to permit the Title Company to delete the standard survey-related exceptions from the final title policy, as provided in Section 6.01. The Purchaser and the Seller shall share equally in the costs of obtaining all Surveys. Notwithstanding anything to the contrary in this Section 6.02, Seller shall not have to comply with this Section 6.02 as to a specific Property if Seller (i) delivers to Purchaser and the Title Company a survey of the

Property at issue that was completed before the Effective Date (the "Existing Survey") and (ii) agrees to execute an affidavit regarding the accuracy of Existing Survey that is sufficient to cause the Title Company to delete the standard survey exception from the final title policy and to issue an affirmative survey endorsement for the Property at issue (a "Survey Affidavit"). If, after exercising reasonable diligence, Seller is unable to obtain the Survey during the time period specified above, Seller shall have the right to extend such period by written notice to Purchaser for an additional ninety (90) day period.

Section 6.03. Objections to Title.

(a) Objections. Within thirty (30) days after receipt of the later of (i) the Title Commitment (collectively, the "Title Evidence") and (ii) the Survey or the Existing Survey (collectively, the "Boundary Evidence"), whichever is applicable to the Real Property at issue (excluding the Priority Two Property), Purchaser shall give Seller written notice of any of the following shown in or disclosed by the Title Evidence and Boundary Evidence: (1) matters that are unsatisfactory to Purchaser ("Unsatisfactory Exceptions") and (2) any of Seller's requirements shown in the "Requirements" Section of the Title Commitment which must be satisfied by Seller before the Title Company will issue a final title policy for the applicable portion of the Real Property (the "Commitment Preconditions"). Seller shall have the obligation, at its sole cost and expense, to satisfy all Commitment Preconditions prior to Closing.

(b) Seller's Obligation to Cure. Seller shall have the obligation to cure prior to the Closing Date or make arrangements to cure after the Closing Date all Unsatisfactory Exceptions that (i) can be cured without paying money to third parties, (ii) are Liens or (iii) will materially restrict or prevent the use of the Real Property at issue in the operation of the System. Nothing in this Section 6.03 shall be deemed to restrict or modify the Parties' respective obligations after the Closing Date with respect to Real Property or Occupancy Agreements. Any matter disclosed by the Title Evidence or Boundary Evidence to which Purchaser fails to timely object or with respect to which Seller has no obligation to cure pursuant to this Section 6.03(b) shall be deemed a "Permitted Real Property Encumbrance."

(c) Insurable Claims. To the extent any Claim for Damages under Article VIII constitutes an Insurable Claim (as defined herein), Purchaser agrees to assert and pursue with reasonable diligence such Insurable Claim against the Title Company (which shall include commencing litigation and diligently prosecuting such Insurable Claim to judgment) prior to pursuing a Claim for Damages under Article VIII. If at any time following a non-favorable judgment that substantially denies the relief sought by Purchaser from the Title Company in connection with the Insurable Claim (each a "Non-Favorable Judgment"), Purchaser shall be permitted, following such Non-Favorable Judgment, to pursue Seller with a Claim for Damages under Article VIII (any such Claim against Seller following an attempted Insurable Claim against the Title Company being a "Residual Title Claim"). Notwithstanding anything to the contrary in Article VIII, Purchaser shall have the right to assert a Claim for Damages based upon a Residual Title Claim for a sixty (60) day period after the Non-Favorable Judgment. For purposes of this Section 6.03(c), an "Insurable Claim" shall mean a Claim that: (i) arises out of Purchaser's discovery of a title defect or encumbrance with respect to any of the Real Property following the Closing that materially restricts or prevents the use of such Real Property at issue

in the operation of the System; and (ii) constitutes a colorable claim against the Title Company under Purchaser's final title policies contemplated by Section 6.01(b) hereof.

Section 6.04. Title Expenses. Whether or not the transaction described by this Agreement is consummated, all costs and expenses of obtaining the Title Commitment, Title Report and the title policy or policies shall be paid by Seller. All costs and expenses for title work for any lender or trustee policy, special coverages and/or endorsements to the Title Commitment and final title policy shall be paid by Purchaser.

Section 6.05. UCC Search; Releases. Within one hundred eighty (180) days after the Effective Date, Seller shall obtain at its expense a Uniform Commercial Code search against Seller covering any of the personal property or fixtures included among the Acquired Assets from the Office of the Secretary of State of Indiana and the Recorder of Hamilton County, Indiana (the "UCC Search"). On or prior to the Closing, Seller shall at its expense obtain releases of any and all security interests in any of the Acquired Assets which are not Permitted Liens on or prior to the Closing. The form of the releases of such security interests shall be provided to Purchaser on or prior to the Closing Date.

Section 6.06. Post-Closing Access Rights. If at any time before, on or after the Closing, Seller or Purchaser determines that as a result of the transfer of the Acquired Assets that (i) they or their Affiliates are, or will likely be, unable to access any Real Property in the same manner as before the Closing; and (ii) access to such Real Property is necessary for a Party to properly and effectively operate any other assets owned, licensed or leased by it or any of its Affiliates, then the other Party hereby agrees to grant to the requesting Party or its Affiliates, as applicable, a right of entry and access so that the requesting Party can access the Real Property at issue; provided that such entry and access rights shall not materially interfere with the current use or contemplated use of the granting Party's property (collectively, the "Access Rights"). As soon as reasonably practicable after the request for Access Rights, the granting Party shall deliver to the requesting Party a legal document granting Access Rights in form and substance reasonably acceptable to Seller and Purchaser and in recordable form. A grant of Access Rights shall be free of charge to the requesting Party, and each Party shall bear its own costs incurred with respect to memorializing the Access Rights as contemplated in this Section 6.06. The obligations and rights of the Parties under this Section 6.06 shall survive the Closing.

Section 6.07. Occupancy Agreements. Seller shall use commercially reasonable efforts to obtain any required consents or satisfy any preconditions necessary to transfer the Scheduled Occupancy Agreements prior to the Closing Date. If after the Closing Date, Purchaser determines that a third-party consent or precondition must be satisfied in order to transfer an Unscheduled Occupancy Agreement, Seller shall obtain such third-party consent or satisfy such precondition and execute any documents necessary to effectuate such transfer pursuant to Seller's obligations in Section 2.05.

Section 6.08. Unscheduled Real Property. The Parties acknowledge that Seller may own interests in or have the legal right to use or occupy the Real Property that is necessary or essential to the operation of the System and that is not specifically identified in Schedule 4.08, Schedule 4.23 or Schedule 6.10 (collectively, the "Unscheduled Real Property"). In the event the Parties discover prior to or after the Closing Date, one or more parcels of Unscheduled Real

Property, the discovering party shall give written notice of such discovery to the non-discovering party. In addition to its obligations in Section 2.05, Seller shall have the obligation to convey, assign or otherwise transfer any rights to each parcel of Unscheduled Real Property in such a manner as to provide Purchaser with reasonable assurances that it shall have the right to use or occupy the Unscheduled Real Property at issue as it was used by Seller as of the Effective Date. Any sums that Seller pays to third parties to satisfy its obligations under this Section 6.08 shall be subject to the limitations described in Section 8.05. The obligations and rights of the Parties under this Section 6.08 shall survive the Closing.

Section 6.09. Public Access to Real Property. To the extent Seller has granted, permitted or allowed the public access to any of the Real Property prior to the Closing Date, Purchaser shall continue to permit or allow similar public access to the applicable Real Property after the Closing, provided that Purchaser shall have the right to modify, restrict or deny such public access rights if Purchaser, in its reasonable good faith discretion, determines that doing so is necessary for the prudent operation, safety or security of the System.

Section 6.10. Priority Two Property. The Real Property described in Schedule 6.10 shall be defined as "Priority Two Property." With respect to the Priority Two Property, Seller shall only be required to satisfy the requirements set forth or referenced in Schedule 6.10.

ARTICLE VII.
OTHER AGREEMENTS

Section 7.01. Taxes. Seller shall pay any and all Taxes, if any, arising out of the ownership of the Acquired Assets and out of the operation of the System before the Closing. Any special assessments on the Real Property incurred prior to the Closing Date, whether or not currently due and payable, shall be paid by Seller in accordance with their terms.

Section 7.02. Cooperation on Tax Matters. Seller shall furnish or cause to be furnished to Purchaser, as promptly as practicable, whether before or after the Closing Date, such information and assistance relating to the System as is reasonably necessary for the preparation and filing by Purchaser of any filings relating to any Tax matters.

Section 7.03. Files and Records. After the Closing Date, upon reasonable notice and during normal business hours, Seller shall provide access to Purchaser and its attorneys, accountants and other representatives, at Purchaser's expense, to Files and Records that remain in Seller's possession as Purchaser may reasonably deem necessary to properly prepare for, file, prove, answer, prosecute, and/or defend any such return, filing, audit, protest, claim, suit, inquiry or other proceeding.

Section 7.04. Employee Matters.

(a) Purchaser shall, or shall cause an Affiliate of Purchaser to, offer employment effective on the Closing Date, to the Employees set forth in Schedule 7.04(a), subject to Purchaser's existing standard hiring policies and procedures applicable to new employees, except with respect to benefits as otherwise provided in Section 7.04(c). The Employees who accept such employment and commence employment on the Closing Date, shall be referred to in this Agreement as the "Transferred Employees." Purchaser may also interview Seller's management

employees with knowledge of the System for possible hiring in Purchaser's sole discretion. Should Purchaser offer employment to any such management employees in its sole discretion, Seller shall not directly or indirectly prevent such employment with Purchaser and shall release any such employees from any applicable restrictive employment covenants or non-competition agreements without penalty.

(b) Transferred Employees shall be employees-at-will of Purchaser. Purchaser shall provide each Transferred Employee compensation and benefits which are substantially comparable to the compensation and benefits then provided to similarly situated employees of Purchaser. Nothing in this Agreement shall require Purchaser to provide any particular form or type of employee benefit program, plan or policy to any Transferred Employee as a result of the transactions contemplated by this Agreement.

(c) With respect to any employee benefit plan maintained by Purchaser or an Affiliate of Purchaser for the benefit of any Transferred Employee, effective as of the Closing, Purchaser shall, or shall cause its Affiliate to, recognize all service of the Transferred Employees with Seller, as if such service were with Purchaser for eligibility and vesting purposes (but Purchaser shall not be required to recognize such service for purposes of benefit accruals under Purchaser's defined benefit plan).

(d) Effective as of the Closing, the Transferred Employees shall cease active participation in the Seller's Benefit Plans. Seller shall remain liable for all eligible claims for benefits under the Seller's Benefit Plans that are incurred by the Employees prior to the Closing Date. Except as provided in Section 7.04(e), Seller shall remain liable to make any contributions to Seller's Benefit Plans related to, and/or to fund any retirement benefits accrued by, the Transferred Employee prior to Closing, including without limitation for making any contributions due to PERF related to the Transferred Employee's employment with Seller. For purposes of this Agreement, the following claims shall be deemed to be incurred as follows: (i) life, accidental death and dismemberment, short-term disability, and workers' compensation insurance benefits, on the event giving rise to such benefits; (ii) medical, vision, dental, and prescription drug benefits, on the date the applicable services, materials or supplies were provided; and (iii) long-term disability benefits, on the eligibility date determined by the long-term disability insurance carrier for the plan in which the applicable Employee participates.

(e) Seller shall initiate and complete the process set forth in IND. CODE § 5-10.3-6-8 to withdraw the Transferred Employees as a departmental, an occupational, or other definable classification of employees from participation in PERF effective as of the Closing. To the extent that Seller is assessed any additional funding obligations pursuant to IND. CODE § 5-10.3-6-8(d) or (e) with regard to the Transferred Employees that is not attributable to unpaid contributions to PERF that related to the Transferred Employees' service with Seller, Purchaser shall reimburse Seller for such additional funding up to One Million and No/100 Dollars ($1,000,000.00) ("Pension Liability Cap").

(f) This Section 7.04 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 7.04 express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 7.04. Nothing contained herein, express or implied, shall be construed to establish,

amend or modify any benefit plan, program, agreement or arrangement. The Parties hereto acknowledge and agree that the terms set forth in this Section 7.04 shall not create any right in any Transferred Employee or any other Person to any continued employment with Purchaser or any of its Affiliates or compensation or benefits of any nature or kind whatsoever, and shall not be deemed to restrict Purchaser in the exercise of its independent business judgment in establishing or modifying any of the terms or conditions of the employment of the Transferred Employees.

(g) Notwithstanding anything in this Agreement to the contrary, it is expressly understood that Purchaser will not acquire any asset, or assume any liability or obligation in connection with the transaction contemplated by this Agreement relating to any of the Seller's Benefit Plans, Seller's Qualified Benefit Plans or Contracts described in Section 4.17(a)(i) of this Agreement. Seller shall be solely responsible for any liability, funding obligation, claim or expense arising from the Seller's Benefit Plans, Seller's Qualified Benefit Plans or Contracts described in Section 4.17(a)(i) of this Agreement, both prior to, and after, the Closing Date, except as provided in Section 7.04(c).

(h) Seller shall comply with the requirements of COBRA, and shall provide continuing health benefit coverage as described under COBRA to all persons who are "M&A qualified beneficiaries" (as described in IRS Regulation Section 54.4980B-9, Question and Answer 4) with respect to transactions contemplated under this Agreement.

Section 7.05. System's Service to Seller. After the Closing, subject to the initial approval and ongoing jurisdiction of the IURC and Purchaser's ability to recover the cost of providing such services through rates, to the extent Seller and its Affiliates receive services of the System after the Closing that are the same or similar to the services Seller and its Affiliates received before the Closing, Seller and its Affiliates shall purchase or receive such services of the System in the same manner and at the same cost as Seller and its Affiliates received prior to the Closing, which services and related charges are set forth on Schedule 7.05.

Section 7.06. Right of First Refusal; IURC Regulation. Purchaser hereby acknowledges and agrees that:

(a) The System will be subject to IURC jurisdiction and Purchaser shall not withdraw or attempt to withdraw the System from IURC regulation over rates and charges and terms and conditions of service.

(b) Purchaser shall not sell the System for ten (10) years following the Closing (the "Restriction Period").

(c) If, after the Restriction Period, Purchaser, for any reason, elects to sell or dispose of the System, the City shall have a right of first refusal to purchase the System at its then fair market value.

Section 7.07. Future Rates. Purchaser shall seek adoption of rates and charges set forth in Schedule 7.07 and so long as adopted by the IURC shall not seek additional rates during that period, subject to unforeseen circumstances and developments, unanticipated regulatory conditions or compliance costs, any need for emergency rate relief under IND. CODE § 8-1-2-113,

necessary increases in rates to avoid a default under coverage or other covenants of Purchaser set forth in any applicable bond indenture or agreement and such other exceptions as shall be mutually agreed by the Parties. To the extent Purchaser is entitled to seek rate relief under this Section 7.07 or otherwise with respect to one of the Systems, it shall also have the right to do so with respect to the other System. Neither this Section nor the rates and charges set forth in Schedule 7.07 shall preclude Purchaser from seeking or obtaining approval of a distribution system improvement charge under applicable Law or deferred accounting authorizations.

Section 7.08. Use of and Repair of Public Rights of Way. In using public rights of way in the operation and maintenance of the System, subject to IND. CODE § 8-1-2-101, Purchaser agrees to comply with all applicable Laws of the City of such rights of way, except to the extent such Laws of the City alter the agreements embodied in this Agreement or any Related Agreement. Except as otherwise provided in this Agreement, Purchaser shall be required to make payments to Seller and its Affiliates for construction and System-related fees, licenses, permits, assessments and other similar charges in the same manner other persons doing business in the City make payments for such fees, licenses, permits, assessments and other similar charges. In the event that Purchaser in operating, maintaining, and extending the System installs or repairs facilities in public rights of way, including but not limited to roads or sidewalks, Purchaser shall comply with all applicable Laws (except to the extent any such Laws of the City alter the agreements embodied in this Agreement or any Related Agreement) with respect to restoration of such rights of way, including but not limited to roads and sidewalks (subject to any reimbursement provided or allowed by federal, state or local Laws, including, but not limited to such reimbursement with respect to the U.S. 31 Project), subject to IND. CODE § 8-1-2-101. The Parties acknowledge that Purchaser and Seller may plan construction projects that could be more efficiently implemented if the Purchaser and Seller cooperate with respect to scheduling and implementation of such projects. Each of Purchaser and Seller agrees to use its commercially reasonable efforts to cooperate with each other in scheduling and implementing any construction that may affect both the System and the City's assets.

Section 7.09. Safe Water Supply. Purchaser understands and agrees with the importance of ensuring that the City and its residents are served by a water system providing a reliable, adequate and safe water supply. To that end, Purchaser: (i) will develop and include the System as part of a long-term strategic water supply plan together with its affiliate, Citizens Water with water quality goals consistent with those established by Citizens Water; (ii) will include the mission of providing a reliable, adequate and safe water supply as part of its purposes as set forth in its Articles of Organization; (iii) will develop and implement a reasonable action plan designed to support the foregoing goals and mission; and (iv) will commit to undertake such actions as shall be necessary to comply with the level of service and facilities requirements of IND. CODE § 8-1-2-4 and all other applicable Laws for an Indiana water utility regulated by the IURC and with all applicable Laws regarding water safety. Specifically, Purchaser shall establish initial water quality goals for the System similar to those currently used by Citizens Water as set forth in Schedule 7.09 which Purchaser shall strive to meet or exceed. These goals are subject to revision from time to time and while Purchaser shall strive to meet or exceed these goals, due to various factors no commitment is being made that these goals shall be achieved or any particular goal achieved 100% at all times. Enforcement of this Section 7.09 shall be exclusively subject to proceedings before the IURC under such applicable Laws, and no claim under or with respect to this Section 7.09 shall be made in any other forum. Upon any future

transfer of the System, the foregoing commitment regarding level of service and facilities requirements shall be binding on the transferee as successor to the fullest extent permitted by Law.

Section 7.10. MBE/WBE/VBE Opportunities. To the extent consistent with applicable Law, Purchaser will establish policies and procedures designed to provide minority business enterprises ("MBEs"), women-owned business enterprises ("WBEs"), veteran-owned business enterprises ("VBEs") and local firms the maximum practicable opportunity to compete for work related to the System. Purchaser shall recognize certification of at least the following: State of Indiana; Indiana Minority Supplier Development Council; and Women's Business Enterprise National Council.

Section 7.11. Compliance with Applicable Laws; Cooperation with the City. Because of the City's dependence upon a reliable, adequate and safe water supply, during the time Purchaser owns and operates the System, Purchaser and Seller agree to cooperate with each other with respect to the System, and Purchaser shall:

(a) Comply in all material respects with all applicable federal and state laws relating to the System; and

(b) Provide a quarterly and annual report to the City Council and the Mayor related to water supply issues, customer complaints, water quality, taste and odor issues, the specific format of which shall be agreed upon by the Parties and set forth on Schedule 7.11;

(c) Promptly furnish its annual capital plan to the City Council and the Mayor;

(d) Consult and cooperate with the Mayor in the establishment, publication and implementation of any water conservation policies with the understanding that should the Mayor and Purchaser determine a water conservation measures or emergency should be imposed upon the City's residents, the Mayor shall have authority to announce, the implementation and expiration of any water conservation measures or emergencies upon recommendation of Purchaser; provided that Purchaser nonetheless shall have such authority with respect to water conservation measures or emergencies as shall be necessary for it to meet its obligations with respect to the System and any requirements under applicable Law;

(e) Permit City designees to participate in Citizens Water's Stakeholder Alliance and Service Advisory Board; and

(f) Cooperate with the City in Purchaser's establishment and implementation of a coordinated emergency preparedness program and a coordinated safety program for the System and the City.

Section 7.12. Seller's Utility Plant. Seller's Utility Plant for the System as of Closing shall be Sixteen Million Six Hundred Thousand ($16,600,000). In the event Seller's actual Utility Plant at Closing does not equal the above-stated amount, the Purchase Price shall be adjusted, as follows: (a) to the extent Seller's actual Utility Plant as of Closing is less than the above-stated amount, the Purchase Price shall be adjusted in the amount and reduced in the manner and pursuant to the procedure set forth in Schedule 7.12, and (b) to the extent Seller's

actual Utility Plant as of Closing is greater than the above-stated amount, the Purchase Price shall be adjusted in the amount and increased in the manner and pursuant to the procedure set forth in Schedule 7.12.

Section 7.13. Capital Plan. Seller and Purchaser shall agree upon a Capital Plan to include all capital expenditures between the date of this Agreement and Closing and Seller shall comply with such Capital Plan except to the extent otherwise expressly provided in writing by Purchaser. The Capital Plan shall include the capital expenditures referenced in Schedule 7.13 and in any event, shall include any and all capital expenditures to maintain the System in the ordinary course of business consistent with industry standards, notwithstanding any adjustment contemplated in Section 7.12.

Section 7.14. Public Safety Training Academy Property. Purchaser agrees to grant a license to Seller to use the Public Safety Training Academy Property in the form mutually agreed upon by the Parties (the "Public Safety Training Academy License").

Section 7.15. Public Works Building Lease. On and after Closing, Purchaser agrees to lease from the City a portion of the Public Works Building for its use in the operations of the System pursuant to a capital lease in the form and substance reasonably acceptable to both Purchaser and Seller.

ARTICLE VIII.
DISPUTE RESOLUTION; INDEMNIFICATION

Section 8.01. Survival. All representations and warranties contained in this Agreement shall survive for a period of eighteen (18) months after the execution, delivery and performance of this Agreement, notwithstanding any investigation conducted at any time, except that: (a) representations and warranties made in any of Section 4.07 (Tax Matters), Section 4.12 (Employee Benefit Plans) and 4.14 (Environmental Compliance) shall survive until the expiration of the statutory period of limitations applicable to the subject matter addressed in each Section; and (b) representations and warranties made in Section 4.01 (Power), Section 4.02 (Authorization and Validity of Agreement), the second sentence of Section 4.08 (Title to Real Property), Section 5.02 (Authorization and Validity of Agreement) and Section 4.20 (Title to Acquired Assets) will not expire.

Section 8.02. Dispute Resolution.

(a) Any and all disputes relating in any way to the creation, interpretation, operation, performance, breach or enforcement of this Agreement, including but not limited to any challenge to the validity or legality of this Agreement under any state or federal law, (the "Dispute") that cannot be resolved in the ordinary course of business shall be resolved exclusively pursuant to this dispute resolution process, except as otherwise provided in Section 7.09. Time is of the essence with respect to resolving any such Dispute under this Agreement.

(b) The Parties hereby agree that certain Disputes which arise after the Closing which would have a financial impact to any Party of less than Five Hundred Thousand Dollars ($500,000) will be referred to an independent panel with expertise in the subject area of the applicable Dispute (for example, financial, real estate) (each, a "Standing Panel"). Each

Standing Panel shall have final, binding, non-appealable authority to resolve any dispute referred to it, and each of the Parties hereby agrees to be bound by the decisions of each Standing Panel. Prior to the Closing, the Parties will agree to the subject matter which will be referred to the Standing Panels, the composition of each Standing Panel and the scope of each Standing Panel's authority. In the event the Parties are unable to agree on the identity of a Standing Panel, Seller shall select one (1) member of such Standing Panel, Purchaser shall select one (1) member of such Standing Panel, and those two (2) individuals will select a third (3^{rd}) member of such Standing Panel. The Parties hereby agree to the Standing Panels set forth in Schedule 8.02(b). In the event the Parties are unable to agree on the subject matter to be referred to a Standing Panel or the Standing Panels, or the authority of a Standing Panel or the Standing Panels, such disagreement shall be a Dispute not subject to this Section 8.02(b) and shall be subject to the other provisions described in this Section 8.02.

(c) Except as provided in this Section, and as a prerequisite before any proceeding regarding a Dispute is initiated in a court or in arbitration, the following mandatory dispute resolution process shall be followed:

(i) Service of Notices. All notices required or allowed under this Section shall be served as provided for in Section 15.07 of this Agreement with copies as provided for in Section 15.07.

(ii) First Notice of Claim. Any Dispute shall first be set forth in writing in a "First Notice of Claim" which shall state the exact nature of the claims, the applicable dates relative to the dispute, the precise amount of any dollar amount at issue, the identification of any specific applicable documents that are alleged to govern the dispute, the names of any individuals involved in the Dispute, the identification of any relevant third parties to the Dispute, any other information that will help facilitate the prompt resolution of the Dispute, and a proposed resolution (the "Proposed Resolution").

(iii) Response. Within seven (7) calendar days of receipt of any First Notice of Claim, the Party receiving the First Notice of Claim shall respond in writing to the First Notice of Claim either with an Acceptance of the Proposed Resolution or with a response (the "Response") which shall include any additional information not included in the First Notice of Claim that will facilitate the prompt resolution of the Dispute and a counterproposal (the "Counterproposal").

(iv) Face-to-Face Meeting. If a Counterproposal is provided, the Party serving the Counterproposal shall arrange for a face-to-face meeting (the "Face-to-Face Meeting") to be held within ten (10) calendar days of the service of the Counterproposal. Each Party shall send to the Face-to-Face Meeting a Person with authority to negotiate and resolve the dispute, subject to any board approval that is otherwise required. The Parties shall negotiate in good faith to resolve such Dispute promptly by negotiation. All negotiations pursuant to this Section 8.02(c) shall be deemed confidential and, with respect to claims involving litigation or anticipated litigation with third parties, shall be treated as compromise and settlement negotiations pursuant to the Federal Rules of Civil Procedure or other applicable rules of civil procedure.

(v) Top Executive Negotiation. If the Parties are unable to resolve a dispute at the Face-to-Face Meeting, the Dispute shall be referred to and resolved by the CEO, President or another top executive of Purchaser, and the Mayor or Mayor's Chief of Staff of the City (the "Designated Parties") depending on the nature of the Dispute (the "Top Executive Negotiation"). The First Notice of Claim, Response and all information relevant to the Dispute shall be provided to the Designated Parties who shall meet and confer within ten (10) Business Days in a final effort to resolve the Dispute.

(vi) Independent Mediator. The Parties may choose to engage an independent mediator to assist in the negotiations of the Face-to-Face Meeting or the Top Executive Negotiation, and the Parties may adjourn any meeting, as necessary, to facilitate any resolution. Any resolution shall be immediately reduced to writing and signed and dated by the Party representative with the authority to execute the resolution and engage the mediator, if any.

(vii) Failure to Resolve Dispute. If the Parties are unable to resolve the Dispute through this mandatory process, then any Party may proceed immediately to binding arbitration. If any Party fails for any reason to participate in any part of the mandatory dispute resolution process, then the other Party may proceed immediately to binding arbitration or may seek an injunction in court to require the other Party to participate in the mandatory dispute resolution proceeding.

(d) The binding arbitration procedures shall be as follows:

(i) An arbitration process to decide any Dispute under this Agreement shall be initiated by providing a written demand for arbitration (the "Arbitration Demand") to the Person designated to receive notice under Section 15.07 with a courtesy copy sent by hand delivery or next day delivery with a courtesy electronic copy to the Person designated to receive a copy in Section 15.07. Any Arbitration Demand shall state specifically the nature of the claim(s), the relevant time periods, the relevant and controlling document(s), if any, the names of any relevant known witnesses associated with either of the parties, the identification of any third parties that may be relevant to the dispute, a specific dollar amount alleged to be owing, if any, and any other specific information that may be necessary to define the nature of the dispute. The Party receiving the Arbitration Demand shall provide a written response (the "Arbitration Response") within ten (10) calendar days after receiving the Arbitration Demand. The Arbitration Response may be a simple denial or may set forth in writing any counterclaims including the same type of information required in an original Arbitration Demand. If an Arbitration Response includes any counterclaims, then the Party originally demanding the arbitration may reply within ten (10) calendar days after receiving the Arbitration Response. If any Party fails to respond to any claim or counterclaim, the Party shall be deemed to deny the demand. No claims or counterclaims may be added to the arbitration without the written approval of the arbitration panel.

(ii) Any Dispute submitted to arbitration shall be decided by a single arbitrator unless the Parties are unable to agree upon a single arbitrator, or within five (5) calendar days of the date when an Arbitration Response is served or due (if no Arbitration

Response is served), any Party demands that the Dispute be decided by a panel of three (3) arbitrators. If the Parties are unable to agree on a single neutral arbitrator within fifteen (15) days when an Arbitration Response is served or due (if no Arbitration Response is served), then each Party shall then have an additional ten (10) calendar days to appoint one arbitrator and the two appointed arbitrators ("Arbitrators") shall within ten (10) calendar days appoint a third, neutral arbitrator (the "Neutral Arbitrator"). The Arbitrators and the Neutral Arbitrator shall serve as a panel of three (3) arbitrators (the "Panel") which shall jointly decide all issues. The Neutral Arbitrator shall be a lawyer who has been engaged in the practice of law for at least fifteen (15) years with experience in commercial disputes involving public utilities. The Party appointing an Arbitrator shall pay all of the fees and expenses of that Arbitrator, in each case, and the fees and expenses of the Neutral Arbitrator shall be paid in equal shares by the Parties, unless the Arbitration Award provides differently. If for any reason a Neutral Arbitrator cannot be selected by agreement, either Party may petition a court of competent jurisdiction for the appointment of a Neutral Arbitrator.

(iii) The arbitration shall be held at a neutral location in Indianapolis, Indiana as soon as possible and in any event shall commence within ninety (90) calendar days after the selection of the sole arbitrator or Neutral Arbitrator. The arbitration may be adjourned as necessary as determined by the sole arbitrator or the Panel presiding over the arbitration.

(iv) Each Party shall have the right to engage in reasonable pre-arbitration discovery in the form of requests for production of documents and depositions as allowed by the arbitration panel. Presentation of the case shall include: opening statements, testimony of necessary witnesses, stipulated or properly authenticated documents and closing statements. No documents may be submitted as evidence unless the documents have been provided to the opposing party in advance of the arbitration as allowed by the arbitrators' panel. Either Party may demand that a transcript of the hearing be prepared. If such a demand is made, then the Parties shall pay in equal shares for the cost of the transcript.

(v) The Panel shall issue a reasoned decision within thirty (30) days of the conclusion of the arbitration and the decision shall include written findings of fact and any conclusions of law. Indiana law shall be used by the Panel to decide all questions and claims that are a part of the Disputes, notwithstanding any choice of law provisions to the contrary. The Panel shall have the authority to order the losing party to pay some or all or the fees, costs, or expenses (such as expenses for expert witnesses, deposition transcripts, travel, etc.) of the arbitration proceeding to the prevailing party as part of the arbitration award (the "Arbitration Award"). The Panel shall not have the authority to award any incidental, consequential or punitive damages to any party, but may order interest at the statutory rate. The Arbitration Award shall be final and binding on the Parties, except that either Party may, within ten (10) days of the Arbitration Award request the Panel for a reconsideration of the any issue if it appears from Arbitration Award that an Indiana law has been incorrectly interpreted or applied or it appears from the reasoned decision that any monetary award was incorrectly calculated. Otherwise, any Party may appeal an Arbitration Award only as provided in the Indiana Uniform

Arbitration Act or the Federal Arbitration Act. The Arbitration Award may be enforced in any court having proper jurisdiction over the Parties and the subject matter.

(e) Any Party may initiate an action in court (i) for injunctive relief if the injunctive relief is deemed necessary to preserve the status quo and to prevent irreparable harm from occurring before or during the pendency of the arbitration, or (ii) to enforce the mandatory dispute resolution provisions or the arbitration required in this Section, or (iii) to obtain the subpoena power of the court if necessary to compel witnesses at a deposition or at the arbitration, or to obtain allowed documents, (iv) to obtain assistance in the appointment of an arbitrator, or (v) to enforce any arbitration award. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in a state or federal court located in Hamilton County or Marion County, Indiana, as applicable, and all objections as to personal jurisdiction and venue are waived, except an action to subpoena a witness or to obtain documents in a foreign jurisdiction may be filed in the county where the Person or documents are located. The fees, costs and expenses of seeking or defending a claim for injunction, or obtaining the assistance of any court in discovery or enforcement may be added to the allowed recovery in any arbitration related to the subject matter of the injunction.

Section 8.03. Indemnification by Seller. To the maximum extent permitted by applicable Law, Seller agrees to indemnify, defend and hold harmless Purchaser and its successors and Affiliates, and their respective employees, officers, directors, trustees and agents (the "Purchaser Indemnified Persons"), from and against any and all claims for Damages (each a "Claim") arising from or relating to: (a) any breach of the representations and warranties in this Agreement or any Related Agreement (except for any breach of the representation and warranty set forth in Section 4.14(a)(i), as to which Seller shall not be obligated to pay any amount to Purchaser or a third party, but shall otherwise hold Purchaser harmless); (b) the nonfulfillment of any of the covenants or agreements of Seller contained in this Agreement or any Related Agreement other than the covenant in Section 7.12; (c) subject to Sections 8.07 and 8.08, any Excluded Liability; (d) any investigation, civil, criminal or administrative action with respect to the Seller's Benefit Plans (including without limitation, any claim for benefits under a Seller Benefit Plan by any personnel of Seller); (e) any COBRA obligation of Seller arising from any qualifying event as defined under COBRA occurring before the Closing Date; (f) any Environmental Claim arising or existing prior to the Closing; and (g) any and all actions, suits, investigations, proceedings, demands, assessments, audits and judgments arising out of any of the foregoing; provided, however, the obligations of Seller under this Section 8.03 with respect to noncompliance with Section 7.13 and Seller's Capital Plan shall be determined after taking into account any and all adjustments under Section 7.12.

Section 8.04. Indemnification by Purchaser. To the maximum extent permitted by applicable Law, Purchaser agrees to indemnify, defend and hold harmless Seller and its successors and Affiliates and their respective employees, officers, directors, trustees and agents (the "Seller's Indemnified Persons") from and against any and all Claims arising from or relating to: (a) any breach of the representations and warranties in this Agreement or any Related Agreement; (b) the nonfulfillment of any of the covenants or agreements of Purchaser contained in this Agreement or any Related Agreement; (c) any Assumed Liability; or (d) any and all actions, suits, investigations, proceedings, demands, assessments, audits and judgments arising out of any of the foregoing. Purchaser shall not be obligated under this Section 8.04 with respect

to any matter to the extent Seller is obligated to indemnify, defend or hold harmless Purchaser therefrom under this Agreement or any Related Agreement.

Section 8.05. Procedure.

(a) Promptly (and in any event within fifteen (15) days after the service of any citation or summons) after acquiring Knowledge of any Claim for which one of the Parties hereto (the "Indemnified Party") may seek indemnification against another Party (the "Indemnifying Party") pursuant to this Article VIII, the Indemnified Party shall give written notice thereof to the Indemnifying Party. Failure to provide written notice shall not relieve the Indemnifying Party of its obligations under this Article VIII except to the extent that the Indemnifying Party demonstrates actual damage caused by that failure. The Indemnifying Party shall have the right to assume the defense of any Claim with counsel reasonably acceptable to the Indemnified Party upon delivery of written notice to that effect to the Indemnified Party. If the Indemnifying Party, after written notice from the Indemnified Party, fails to take timely action to defend the action resulting from the Claim, the Indemnified Party shall have the right to defend the action resulting from the Claim by counsel of its own choosing, but at the cost and expense of the Indemnifying Party. The Indemnified Party shall have the right to settle or compromise any Claim against it, and, as the case may be, recover from the Indemnifying Party any amount paid in settlement or compromise thereof, if it has given written notice thereof to the Indemnifying Party and the Indemnifying Party has failed to take timely action to defend the same. The Indemnifying Party shall have the right to settle or compromise any claim against the Indemnified Party without the consent of the Indemnified Party provided that the terms of the settlement or compromise provide for the unconditional release of the Indemnified Party and require the payment of monetary damages only.

(b) Upon satisfaction of a Claim by the Indemnifying Party pursuant to this Article VIII, the Indemnified Party shall deliver to the Indemnifying Party such documents as the Indemnifying Party may reasonably request assigning to the Indemnifying Party any and all rights, to the extent the Indemnified Party has been indemnified, that the Indemnified Party may have against third parties with respect to the Claim for which indemnification was received.

(c) Other than as provided in Section 8.06, in no event shall the aggregate amount due for Damages under this Agreement and the Wastewater Agreement, to Purchaser and any Purchaser Indemnified Person (as defined in this Agreement and the Wastewater Agreement, as applicable) exceed Nine Million One Hundred Thousand Dollars and No/100 ($9,100,000.00) (the "Liability Cap").

(d) In the event any indemnification Claim involves the claim of any third party, the Indemnified Party shall cooperate (and shall cause its Affiliates to cooperate) with the Indemnifying Party in the defense of any such Claim. Without limiting the generality of the foregoing, the Indemnified Party shall furnish the Indemnifying Party with such documentary or other evidence as is then in its or any of its Affiliates' possession as may be reasonably requested by the Indemnifying Party for the purpose of defending against such Claim. Whether or not the Indemnifying Party chooses to defend or prosecute any Claim involving a third party, all the Parties shall cooperate in the defense or prosecution thereof and shall furnish such records,

information and testimony, and attend such conferences, discovery proceedings, hearing, trials and appeals, as may be reasonably requested in connection therewith.

(e) The Escrow Deposit shall be used to satisfy Seller's indemnification obligations under both this Agreement and the Wastewater Purchase Agreement. To the extent that Purchaser (or an Affiliate) is owed any amount under this Article VIII or under the Wastewater Purchase Agreement, Purchaser and its Affiliates shall first be entitled to recover such amount from the Escrow Deposit in accordance with the Escrow Agreement, and thereafter from Seller in immediately available funds.

Section 8.06. Limitations on Indemnification Obligations.

(a) Other than as provided in this Section 8.06, neither Purchaser nor Purchaser Indemnified Persons shall be entitled to indemnification pursuant to Section 8.03(a) of this Agreement (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Damages incurred by Purchaser or such Purchaser Indemnified Persons (as defined in this Agreement or the Wastewater Purchase Agreement, as applicable) under this Agreement and the Wastewater Purchase Agreement exceeds Two Hundred Fifty Thousand Dollars and No/100 ($250,000.00) in the aggregate (the "Threshold Amount"), in which case the Indemnifying Party (as defined in this Agreement or the Wastewater Purchase Agreement, as applicable) shall then be liable for Damages in excess of the Threshold Amount.

(b) Other than as provided in this Section 8.06, neither Seller nor Seller's Indemnified Persons shall be entitled to indemnification pursuant to Section 8.04(a) of this Agreement (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Damages incurred by Seller and Seller's Indemnified Persons (as defined in this Agreement or the Wastewater Purchase Agreement, as applicable) under this Agreement and the Wastewater Purchase Agreement exceeds the Threshold Amount, in which case the Indemnifying Party (as defined in this Agreement or the Wastewater Purchase Agreement, as applicable) shall then be liable for Damages in excess of the Threshold Amount.

(c) Other than as provided in this Section 8.06, the cumulative, combined, aggregate indemnity obligation or liability for Damages of Seller pursuant to this Agreement shall not exceed the Liability Cap.

(d) The Threshold Amount and the Liability Cap shall not apply to Seller's obligations to indemnify (i) pursuant to 8.03(c) due to failure to pay or discharge an Excluded Liability, (ii) to the extent due to an intentional breach of any agreement or covenant contained in this Agreement, (iii) if related to a Claim for breach of a representation under Section 4.01 (Power), Section 4.02 (Authorization and Validity of Agreement), Section 4.07 (Tax Matters), the second sentence of Section 4.08 (Title to Real Property), Section 4.12 (Employee Benefit Plans) or Section 4.20 (Title to Acquired Assets), (iii) for a Claim arising out of the intentional breach of any agreement or covenant in this Agreement, fraud or willful misconduct of Seller.

(e) The rights of Seller set forth in this Article VIII shall be the sole and exclusive remedy available to Seller for any Claim for Damages pursued under this Agreement.

(f) The rights of Purchaser set forth in this Article VIII shall be the sole and exclusive remedy available to Purchaser for any Claim for Damages pursued under this Agreement.

(g) For purposes of calculating the amount of Damages incurred by the Indemnified Party arising out of or resulting from any breach of, a representation, covenant, or agreement by any Party hereto, the references to a "Material Adverse Effect" or materiality shall be disregarded.

Section 8.07. **Tort Claims**. Purchaser shall reimburse the Seller for Damages related to any Tort Claims. The procedures for the Seller's defense of such Tort Claims shall be detailed in the Transition Services Agreement.

Section 8.08. **Indemnified Claims**. Seller, pursuant to subparagraph (g) of the definition of "Excluded Liability" have agreed to retain certain indemnification and insurance rights thereunder; provided that Purchaser shall hold Seller harmless with respect to any resulting Damages and Purchaser shall pay on behalf of the Seller, any cost, expense, liability or Damages as a result of the assertion of any indemnification right. In furtherance of the foregoing, Purchaser shall either assume and assert such claim or, if the Seller asserts such claim, pay any Damages on an "as incurred" basis. The procedures for implementing this Section 8.08 shall be further detailed in the Transition Services Agreement.

ARTICLE IX.
PRE-CLOSING COVENANTS OF THE SELLER

Section 9.01. **Operation of the System**. Subject to Section 7.13, Seller covenants and agrees that between the Effective Date and the earlier of the Closing or the termination of this Agreement in accordance with the terms hereof, Seller shall use commercially reasonable efforts to conduct the System only in the ordinary course of business in accordance with past practices and procedures and use commercially reasonable efforts to maintain the business and assets of the System, including the Acquired Assets, unless otherwise approved by Purchaser.

Section 9.02. **Prior Purchaser Approval**. Except as permitted in this Agreement or a Related Agreement, prior to Closing, Seller shall not, without the prior written consent of Purchaser:

(a) dispose of or incur material liabilities with respect to, pledge, mortgage, grant a security interest in or encumber any Acquired Assets;

(b) materially increase the base compensation of any Employee or grant any unusual or extraordinary bonuses, benefits or other forms of direct or indirect compensation to any Employee;

(c) enter into, amend or modify any employment or severance agreement or increase, terminate, amend or otherwise modify in any respect any plan or arrangement for the benefit of Employees of the System; or

(d) create any Assumed Liabilities, other than in the ordinary course of business consistent with past practices.

Section 9.03. Due Diligence. Seller shall cooperate with Purchaser's due diligence procedures and shall provide Purchaser and its representatives with reasonable access to its Files and Records and any facilities or properties upon request during normal business hours.

Section 9.04. Cooperation. Seller shall generally cooperate with Purchaser and its employees, attorneys, accountants and other agents and, generally, act in reasonably and good faith to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated by this Agreement, including but not limited to participating as a joint petitioner in the IURC approval proceeding.

Section 9.05. Exclusivity. In light of Seller's obligation to sell the Acquired Assets to Purchaser pursuant to the terms and conditions of this Agreement and except as otherwise provided in this Agreement, neither Seller nor any of the City's departments shall, through any employee, representative, agent or otherwise, directly or indirectly, (a) solicit, initiate or encourage submission of any inquiry, proposal or offer from any Person relating to any transaction involving any sale or transfer of any of the Acquired Assets or the System; (b) enter into or participate in any discussions or negotiations (except with Purchaser) regarding, or furnish any information to or cooperate with any Person (other than Purchaser) with respect to, any transaction involving any of the Acquired Assets or the System; or (c) enter into any agreement (except with Purchaser) relating in any manner to any transaction involving any sale or transfer of any of the Acquired Assets or the System.

Section 9.06. Notification of Certain Matters. Seller shall give prompt notice to Purchaser of:

(a) the occurrence, or failure to occur, of any event which occurrence or failure would, to Seller's Knowledge, be likely to cause any representation or warranty of Seller contained in this Agreement to be untrue or inaccurate in any material respect at any time from the Effective Date to the Closing Date; and

(b) any failure of Seller to comply with or satisfy in any material respect any covenant, condition, or agreement to be complied with or satisfied by Seller hereunder. Seller shall use commercially reasonable efforts to remedy promptly any such failure.

Section 9.07. Supplements and Updates to Representations and Warranties and Related Disclosure Schedules. Upon any notice pursuant to Section 9.06, Seller shall deliver to Purchaser any supplemental information updating or amending the information set forth in the representations and warranties set forth in Article IV of this Agreement (each a "Seller Schedule Supplement") so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date as if then made on such date, and each such Seller Schedule Supplement shall be deemed to be incorporated into and to supplement and amend the Disclosure Schedules as of the Closing Date; provided that no information added to or deleted from the representations and warranties of Seller and the updated Disclosure Schedules after the Effective Date shall impair Purchaser's right to assert failure of a condition precedent to

Purchaser's obligations to consummate the transactions contemplated by this Agreement and/or a claim for a breach of the Seller's representations and warranties made on the Effective Date, and any Damages accruing to Purchaser shall be paid as provided in the indemnification provisions of this Agreement. At least ten (10) Business Days prior to the Closing Date, Seller shall advise Purchaser of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein. To the extent Purchaser fails to exercise its right to assert failure of a condition precedent to consummation of the transaction after Seller's disclosure of these facts and the Parties consummate the Closing, Purchaser shall be deemed to have waived its right to make a Claim based upon the facts as disclosed by Seller. The previous sentence, however, shall not apply to a breach or alleged breach of a representation or warranty contained in Section 4.01 or Section 4.02.

Section 9.08. **Governmental Approvals**. Promptly after the execution of this Agreement, or as required by Law, Seller shall file all applications and reports that are required to be filed by Seller with any Governmental Authority as provided on Schedule 4.04. Seller shall also promptly provide all information that any Governmental Authority may require in connection with any such application or report. Seller shall use all commercially reasonable efforts to obtain all consents and approvals of any kind from any Person in connection with the transactions contemplated hereby. All authorizations of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement shall have been obtained in form and content reasonably satisfactory to Purchaser and Seller prior to Closing and shall be final and non-appealable.

Section 9.09. **Defeasance**. Seller shall use commercially reasonable efforts to obtain all necessary approvals to defease or pay off all outstanding Bond Debt to Purchaser's reasonable satisfaction.

ARTICLE X.
PRE-CLOSING COVENANTS OF PURCHASER

Purchaser covenants and agrees to comply with the following provisions:

Section 10.01. **Actions Before the Closing Date**. Purchaser shall use commercially reasonable efforts not take any action which shall cause it to be in breach of any representation, warranty, covenant or agreement contained in this Agreement or cause it to be unable to perform in any material respect its obligations hereunder, and Purchaser shall use commercially reasonable efforts (subject to any conditions set forth in this Agreement) to perform and satisfy all conditions to Closing to be performed or satisfied by Purchaser under this Agreement, including action necessary to obtain all consents and approvals of third parties required to be obtained by Purchaser to effect the transactions contemplated by this Agreement.

Section 10.02. **Cooperation**. Purchaser shall generally cooperate with Seller and its Employees, attorneys, accountants and other agents and, generally, do such other acts and things in good faith as may be reasonable to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated in accordance with the provisions of this Agreement, including cooperating with Seller to obtain all necessary signatures, information, and documentation for any approvals or consents from any Governmental Authority.

Section 10.03. Notification of Certain Matters. Purchaser shall give prompt notice to Seller of:

(a) the occurrence, or failure to occur, of any event which occurrence or failure would, to the Knowledge of Purchaser, be likely to cause any representation or warranty of Purchaser contained in this Agreement to be untrue or inaccurate in any material respect at any time from the Effective Date to the Closing Date; or

(b) any failure of Purchaser to comply with or satisfy in any material respect any covenant, condition, or agreement to be complied with or satisfied by Purchaser hereunder. Purchaser shall use commercially reasonable efforts to remedy promptly any such failure.

Section 10.04. Supplements and Updates to Representations and Warranties and Related Disclosure Schedule. Upon notice pursuant to Section 10.03, Purchaser shall deliver to Seller any supplemental information updating or amending the information set forth in the representations and warranties set forth in Article V of this Agreement (each a "Purchaser Schedule Supplement") so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date as if then made on such date, and each such Purchaser Schedule Supplement shall be deemed to be incorporated into and to supplement and amend the Disclosure Schedules as of the Closing Date; provided that no information added to or deleted from the representations and warranties of Purchaser and the updated Disclosure Schedules after the Effective Date shall impair Seller's right to assert failure of a condition precedent to Seller's obligations to consummate the transactions contemplated by this Agreement and/or a claim for a breach of the Purchaser's representations and warranties made on the Effective Date, and any Damages accruing to Seller shall be paid as provided in the indemnification provisions of this Agreement. At least ten (10) Business Days prior to the Closing Date, Purchaser shall advise Seller of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein. To the extent Seller fails to exercise its right to assert failure of a condition precedent to consummation of the transaction after Purchaser's disclosure of these facts and the Parties consummate the Closing, Seller shall be deemed to have waived its right to make a Claim based upon the facts as disclosed by Purchaser. The previous sentence, however, shall not apply to a breach or alleged breach of a representation or warranty contained in Section 5.01 or Section 5.02.

Section 10.05. Governmental Approvals. Promptly after the execution of this Agreement, or as required by Law, Purchaser shall file all applications and reports which are required to be filed by Purchaser with any Governmental Authority as provided on Schedule 5.04. Purchaser shall also promptly provide all information that any Governmental Authority may reasonably require in connection with any such application or report. Purchaser shall use all commercially reasonable efforts to obtain all required consents and approvals of any kind from any Person in connection with the transactions contemplated hereby. All authorizations of any Governmental Authority (including without limitation the IURC) necessary to the consummation of the transactions contemplated by this Agreement shall have been obtained in form and content reasonably satisfactory to Purchaser and Seller prior to Closing and shall be final and non-appealable.

ARTICLE XI.
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLER

Notwithstanding any provision of this Agreement to the contrary, the obligation of Seller to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Seller in its sole discretion:

Section 11.01. **Consents and Approvals**. Receipt of all required material, non-governmental third-party consents and any other approvals necessary to consummate the transactions contemplated by this Agreement and all consents, waivers, authorizations and approvals of any Governmental Authority (including without limitation the IURC) or any third party necessary to permit the consummation of the transactions contemplated by this Agreement shall have been duly obtained in form and content reasonably satisfactory to Seller in its sole discretion and shall be final and non-appealable and in full force and effect on the Closing Date;

Section 11.02. **Representations and Warranties of Purchaser**. All representations and warranties made by Purchaser in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made by Purchaser on and as of that date, and Seller shall have received a certificate to that effect from Purchaser dated as of the Closing Date;

Section 11.03. **No Injunctions**. Neither of Seller nor Purchaser shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement;

Section 11.04. **Legal Opinions**. Appropriate legal opinions, closing instruments, certificates and other documentation to Seller's satisfaction shall have been executed and delivered by Purchaser and Purchaser's legal counsel, as applicable;

Section 11.05. **Performance of the Obligations of Purchaser**. Purchaser shall have performed in all material respects all obligations required under this Agreement to be performed by Purchaser on or before the Closing Date, and Seller shall have received a certificate to that effect from Purchaser dated as of the Closing Date;

Section 11.06. **Bond Debt Defeasance/Pay Off.** Seller shall have obtained all necessary approvals and commitments to defease or pay off all outstanding Bond Debt to Seller's satisfaction; and

Section 11.07. **Deliveries by Purchaser.** Purchaser shall have made delivery to Seller of the documents and items specified in Section 13.03 herein; and

Section 11.08. **Performance of the Obligations of Purchaser.** Purchaser shall have performed in all material respects all obligations required under this Agreement to be performed by Purchaser on or before the Closing Date, and Seller shall have received a certificate to that effect from Purchaser dated the Closing Date.

Section 11.09. Simultaneous Closing. Sellers shall be satisfied that Purchaser has satisfied all conditions precedent with respect to that certain Asset Purchase Agreement by and between the City and Purchaser's Affiliate, Citizens Wastewater of Westfield, LLC, dated as of the Effective Date ("Wastewater Purchase Agreement") and that the transactions contemplated by the Wastewater Purchase Agreement have closed simultaneously with the transactions contemplated by this Agreement.

ARTICLE XII.
CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Notwithstanding any provision of this Agreement to the contrary, the obligation of Purchaser to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Purchaser in its sole discretion:

Section 12.01. Consents and Approvals. Receipt of all required material, non-governmental third-party consents and any other approvals necessary or advisable to consummate the transactions contemplated by this Agreement and all consents, waivers, authorizations and approvals of any Governmental Authority or any third party necessary to permit the consummation of the transactions contemplated by this Agreement shall have been duly obtained in form and content satisfactory to Purchaser in its reasonable discretion and shall be final and non-appealable and in full force and effect on the Closing Date, including without limitation, resolutions of the Purchaser's Board approving the transactions described herein;

Section 12.02. Representations and Warranties of Seller. All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made by Seller on and as of that date, and Purchaser shall have received a certificate to that effect from Seller dated as of the Closing Date;

Section 12.03. Due Diligence. Purchaser shall have completed its due diligence review and shall have found the results reasonably satisfactory;

Section 12.04. Financing. Purchaser shall have secured financing necessary to complete the transactions described in this Agreement, on terms acceptable to Purchaser in its sole discretion.

Section 12.05. No Injunctions. Neither of Seller nor Purchaser shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement;

Section 12.06. No Material Adverse Change. There shall not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System;

Section 12.07. Legal Opinions. Appropriate legal opinions, closing instruments, certificates and other documentation to Purchaser's satisfaction shall have been executed and delivered by Seller and Seller's legal counsel, as applicable;

Section 12.08. **Deliveries by Seller**. Seller shall have made delivery to Purchaser of the documents and items specified in Section 13.02 herein;

Section 12.09. **Performance of the Obligations of Seller**. Seller shall have performed in all material respects all obligations required under this Agreement to be performed by Seller on or before the Closing Date, and Purchaser shall have received a certificate to that effect from Seller dated as of the Closing Date;

Section 12.10. **IURC Approval of Purchaser Petition**. IURC approval of Purchaser's petition (submitted at Purchaser's expense, excluding Seller's expenses in connection with such petition and proceedings) in a final non-appealable order that Purchaser determines in its reasonable discretion, does not contain findings, terms or conditions that materially, adversely impact valuation or Purchaser's ability to consummate the transaction or operate the System. An acceptable IURC order must include without limitation, the following:

(a) approval of the acquisition of the System by Purchaser, including without limitation approval of all necessary consents, licenses, permits, certificates and franchises to provide utility service through the System following the Closing, and a finding that the acquisition is reasonable and in the public interest;

(b) approval of accounting and rate base treatment of Utility Plant identified on Schedule 12.10(b) as of the dates indicated and in a manner consistent with that set forth in Schedule 12.10(b);

(c) to the extent determined by Purchaser to be necessary or desirable, approval of Purchaser's assumption of Assumed Liabilities and issuance of debt and equity, in the manner determined by Purchaser;

(d) determination of rates and charges consistent with Schedules 7.05 and 7.07;

(e) to the extent determined by Purchaser to be necessary or desirable, approval of any operating and other affiliate agreements; and

(f) approval of Purchaser's proposed depreciation rates as set forth on Schedule 12.10(f).

Section 12.11. **Satisfaction of Seller's Bonds and Notes**. Evidence to Purchaser's satisfaction in its reasonable discretion of the payment, release, defeasance and/or redemption of Seller's Bonds and Notes (the "Bond Payoff").

Section 12.12. **Environmental Approvals**. The receipt of copies of any EPA and IDEM applications, notifications or requests to transfer Environmental Permits, as set forth in Schedule 12.12, timely submitted in the form required by EPA or IDEM and necessary to consummate the transactions contemplated by this Agreement and the receipt of any EPA or IDEM approvals or consents necessary to consummate the transaction in form and content satisfactory to Purchaser in its reasonable discretion, and without terms or conditions not included in such previous Environmental Permits that materially, adversely impact Purchaser's ability to consummate the transaction or which otherwise have a Material Adverse Effect.

Section 12.13. Simultaneous Closing. Purchaser shall be satisfied that the City has satisfied all conditions precedent with respect to the Wastewater Purchase Agreement and that the transactions contemplated by the Wastewater Purchase Agreement have closed simultaneously with the transactions contemplated by this Agreement.

ARTICLE XIII.
CLOSING

Section 13.01. Closing Date. The Closing shall take place at the offices of Faegre Baker Daniels, at 300 N. Meridian Street, Indianapolis, IN 46204, at 10:00 a.m. eastern standard time on the earliest agreed upon date after the date upon which all the conditions precedent to Closing described in this Agreement have been fulfilled or waived and Purchaser and Seller receive the last of the required consents, waivers, authorizations and approvals from the Governmental Authorities, in each case, for the transactions contemplated by this Agreement, or at such other place and time, or on such other date, as may be mutually agreed to by the Parties (the "Closing Date"). The Closing shall be effective at 12:01 a.m., Indianapolis time, on the Closing Date (the "Closing Effective Time").

Section 13.02. Deliveries by Seller. At the Closing, Seller shall have delivered to Purchaser executed copies of the following agreements, documents and other items:

(a) A Quitclaim Deed conveying to Purchaser all of Seller's rights, title and interest in and to the Real Property;

(b) A Bill of Sale transferring all of the Acquired Assets comprising personal property;

(c) Possession of the Acquired Assets, including without limitation, the Real Property;

(d) A duly executed counterpart to an Assignment and Assumption Agreement with respect to the Assumed Liabilities and the Occupancy Agreements (the "Assignment and Assumption Agreement");

(e) A duly executed counterpart to the Escrow Agreement;

(f) A duly executed counterpart to the Transition Services Agreement;

(g) A duly executed counterpart to the Public Works Building Lease;

(h) A duly executed counterpart to the Public Safety Training Academy License;

(i) Copies of each consent, waiver, authorization and approval required pursuant to Section 4.04 of this Agreement;

(j) The consents or approvals required for all of the Assigned Contracts, Intellectual Property and Licenses and Permits, to the extent required hereunder;

(k) Title certificates to any motor vehicles included in the Acquired Assets, duly executed by Seller (together with any transfer forms necessary to transfer title to such vehicles);

(l) All Related Agreements, duly executed by Seller;

(m) An opinion letter of counsel for Seller, in a form mutually agreed to prior to Closing;

(n) Certificate of Seller pursuant to Section 12.02 of this Agreement;

(o) Copies or originals of all Files and Records, materials, documents and records in possession of Seller relating to the Real Property or the Assigned Contracts;

(p) Any documents duly executed by Seller required by the Title Company to issue final owner's title policies in accordance with the procedures set forth in Article VI;

(q) Evidence of Seller's submission of the required applications, notifications, or requests to transfer to EPA and IDEM as contemplated by Section 12.12;

(r) Copies of any Bond Payoff;

(s) All such other instruments of conveyance or other documents as shall, in the reasonable opinion of Purchaser and its counsel, be necessary to transfer to Purchaser the Acquired Assets in accordance with this Agreement or to carry out the terms of this Agreement, duly executed and acknowledged by Seller, if necessary, and in a recordable form.

Section 13.03. Deliveries by Purchaser. At the Closing, Purchaser shall have delivered to Seller the following agreements, documents and other items:

(a) A duly executed counterpart to the Assignment and Assumption Agreement;

(b) An opinion letter of counsel for Purchaser, in a form mutually agreed to prior to Closing;

(c) All Related Agreements, duly executed by Purchaser;

(d) A duly executed counterpart to the Escrow Agreement;

(e) A duly executed counterpart to the Transition Services Agreement;

(f) A duly executed counterpart to the Public Works Building Lease;

(g) A duly executed counterpart to the Public Safety Training Academy License;

(h) An opinion letter of counsel for Purchaser, in a form mutually agreed to prior to Closing;

(i) Certificates of Purchaser pursuant to Section 11.02 of this Agreement; and

(j) All such other instruments of assumption as shall be necessary, in the reasonable opinion of Seller and its counsel, for Purchaser to assume the Assumed Liabilities in accordance with this Agreement.

ARTICLE XIV.
TERMINATION

Section 14.01. **Events of Termination**. This Agreement may, by notice given in the manner hereinafter provided, be terminated and abandoned at any time prior to completion of the Closing:

(a) by Seller if there has been a material misrepresentation or a material default or breach by Purchaser with respect to Purchaser's representations and warranties in Article V of this Agreement or the due and timely performance of any of the material covenants or agreements of Purchaser contained in this Agreement, and in the case of a covenant or agreement default or breach, such default or breach shall not have been cured within ninety (90) days after receipt by Purchaser of notice specifying particularly such default or breach;

(b) by Purchaser if there has been a material misrepresentation or a material default or breach by Seller with respect to Seller's representations and warranties in Article IV of this Agreement or the due and timely performance of any of the material covenants and agreements of Seller contained in this Agreement, and in the case of a covenant or agreement default or breach, such default or breach shall not have been cured within ninety (90) days after receipt by Seller of notice specifying particularly such default or breach;

(c) by Purchaser if, in the judgment of Purchaser, a Material Adverse Effect has occurred since the Effective Date and the effect of such Material Adverse Effect has not been cured by Seller within ninety (90) days after receipt by Seller of notice specifying particularly such Material Adverse Effect;

(d) by Purchaser if, prior to the Closing Date, Purchaser is not satisfied with its business, financial, legal, environmental, regulatory and similar due diligence to Purchaser's satisfaction;

(e) by Seller or Purchaser at any time after the Outside Date, if the Closing has not occurred and the Party seeking to terminate this Agreement is not in any material respect in breach or default of any provisions of this Agreement that has not been expressly waived in writing**;**

(f) by Seller or Purchaser if (i) any Governmental Authority (other than the City, the Council or the Department) the consent from or approval by which is a condition to the obligations of the Parties to consummate the transactions contemplated hereby shall have determined not to grant its consent or approval as contemplated by this Agreement as applicable; or (ii) any court of competent jurisdiction shall have issued an order, judgment or decree (other than a temporary restraining order) restraining, enjoining or otherwise prohibiting the transactions contemplated hereby; or

(g) by mutual agreement of Seller and Purchaser.

This Agreement may not be terminated after completion of the Closing.

Section 14.02. Effect of Termination. In the event this Agreement is terminated pursuant to Section 14.01(c)-(g) of this Agreement, all obligations of the Parties shall terminate without any liability of a Party to the other Party; provided, however, that the obligations of the Parties set forth in Sections 15.01, 15.02 and 15.03 of this Agreement shall indefinitely survive the termination of this Agreement. Nothing in this Section 14.02 shall be deemed to release either Purchaser or Seller from any liability for any willful breach by such Party of the terms of this Agreement.

ARTICLE XV.
MISCELLANEOUS

Section 15.01. Confidentiality. Except as and to the extent required by law (including but not limited to the Indiana access to public record law at IND. CODE § 5-14-3) or pursuant to an order of a court of competent jurisdiction, no Party hereto shall, directly or indirectly, disclose or use (and no party shall permit its representatives to disclose or use) any Confidential Information (as defined below) with respect to any other Party furnished, or to be furnished, by such other Party hereto or its shareholders, directors, officers, agents, or representatives to any other Party hereto or its employees, directors, officers, agents or representatives in connection herewith at any time or in any manner other than in connection with the completion of the transactions contemplated by this Agreement and related transactions. For purposes of this paragraph, the term "Confidential Information" means any information about Purchaser, Seller or the System related to the transactions contemplated by this Agreement; provided, however, that such term does not include information which the receiving Party can demonstrate (a) is generally available to or known by the public other than as a result of improper disclosure by the receiving Party; (b) is obtained by the receiving Party from a source other than the disclosing Party, provided that such source was not bound by a duty of confidentiality to the disclosing Party with respect to such information; or (c) is legally in the public domain.

Section 15.02. Public Announcements. Subject to applicable law, any public announcement relating to the transactions contemplated by this Agreement will be mutually agreed upon and jointly made by the Parties.

Section 15.03. Expenses; Brokers.

(a) Purchaser and Seller shall be responsible for and bear all of their respective costs and expenses incurred in connection with this Agreement, including, without limitation, any legal, accounting or other representative or advisor costs and expenses.

(b) Each Party will be responsible for any fees or expenses of any financial advisor, broker or finder retained by such Party payable upon consummation of the transactions contemplated by this Agreement.

Section 15.04. Utilities Proration. Purchaser shall be solely responsible for all utility charges with respect to the System on and after the Closing Date. Seller shall use commercially reasonable efforts to have meters for electricity, telephone, gas and water read as of the close of business on the day before the Closing Date or the opening of business on the Closing Date and

for bills to be rendered to Seller based upon such readings. To the extent such meter readings are not used as the basis for calculating all such charges, the electricity, telephone, gas and water utility charges shall be pro-rated as of the closing of business on the Closing Date between Seller and Purchaser (based upon the number of days in applicable pre-Closing and post-Closing periods).

Section 15.05. **Risk of Loss**. The risk of loss of or damage to any of the Acquired Assets shall be on Seller at all times prior to the Closing Effective Time. In the event of any such loss or damage, Seller shall repair or replace the lost or damaged assets as soon as practicable at its sole cost and expense. Seller shall have no risk of loss of or damage to the Acquired Assets on and after the Closing Effective Time.

Section 15.06. **Reasonable Efforts; Cooperation**. Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to consummate the transactions contemplated by this Agreement and the Related Agreements. The Parties each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and the Related Agreements, and from time to time, upon the request of the other Parties to this Agreement and without further consideration, to execute, acknowledge and deliver in proper form any further instruments, and take such other action as the other Parties may reasonably require, in order to effectively carry out the intent of this Agreement and the Related Agreements. In addition, following the Closing, the Seller shall, from time to time, upon request of Purchaser, provide reasonable cooperation, free of charge, with respect to the operation of the System, including without limitation water conservation to the extent providing such cooperation does not impose unduly burdensome financial or operational obligations upon Seller; *provided*, Seller may provide services requested by Purchaser for a reasonable fee agreed upon by the Parties.

Section 15.07. **Notices**. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement or any of the Related Agreements shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service if delivered personally; (b) at the time of receipt of confirmation by the transmitting party if by facsimile transmission; (c) at the time of receipt if given by electronic mail, provided that a Party sending notice by electronic delivery shall bear the burden of authentication and of proving transmittal, receipt and time of receipt; (d) on the third day after mailing if mailed by first class mail return receipt requested, postage prepaid and properly addressed as set forth in this Section 15.07; or (e) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Section:

If to Seller, to:

City of Westfield
Office of the Mayor
130 Penn Street
Westfield, IN 46074
Attention: Andy Cook, Mayor of the City

with copies to (which copy alone shall not constitute notice for the purposes of this Agreement):

Faegre Baker Daniels LLP
202 South Michigan Street, Suite 1400
South Bend, IN 46601-2020
Attention: Richard L. Hill

Krieg Devault
12800 North Meridian Street, Suite 300
Carmel, IN 46032-9422
Attention: Brian J. Zaiger

If to Purchaser, to:

Citizens Water of Westfield, LLC
2020 North Meridian Street
Indianapolis, IN 46202-1393
Attention: Aaron D. Johnson

with a copy to (which copy alone shall not constitute notice for the purposes of this Agreement):

Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46282
Attention: Richard J. Thrapp

Any Party may change its address and preferred recipient or other contact information for notice by giving notice to each other Party in accordance with the terms of this Section 15.07. In no event will delivery to a copied Person alone constitute delivery to the Party represented by such copied Person.

Section 15.08. Headings. The article, Section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 15.09. Construction.

(a) The Parties have participated jointly in the negotiation and drafting of this Agreement, and, in the event of an ambiguity or a question of intent or a need for interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption

or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

(b) Except as otherwise specifically provided in this Agreement (such as by "sole," "absolute discretion," "complete discretion," or words of similar import), if any provision of this Agreement requires or provides for the consent, waiver or approval of a Party, such consent, waiver and/or approval shall not be unreasonably withheld, conditioned or delayed.

(c) The Parties intend that each representation, warranty and covenant herein shall have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant, as the case may be.

(d) Words of any gender used in this Agreement shall be held and construed to include any other gender; words in the singular shall be held to include the plural; and words in the plural shall be held to include the singular; unless and only to the extent the context indicates otherwise.

(e) Reference to any Law means such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any Section or other provision of any Law means that provision of such Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such Section or other provision.

(f) The word "including" means "including, without limitation."

(g) References to documents, instruments or agreements shall be deemed to refer as well to all addenda, appendices, exhibits, schedules or amendments thereto.

Section 15.10. **Severability**. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 15.11. **Entire Agreement**. This Agreement and the Related Agreements represent the entire agreement among the Parties with respect to the subject matter hereof thereof and supersede all prior or contemporaneous written or oral agreements or understandings of any kind among the Parties hereto and thereto with respect to the subject matter hereof and thereof. All Exhibits and Schedules hereto are expressly made a part of this Agreement as fully as though completely set forth herein.

Section 15.12. **Amendments; Waivers**. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Parties hereto, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of

any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 15.13. **Parties in Interest**. Nothing in this Agreement is intended to confer any rights, remedies or obligations under or by reason of this Agreement on any Person other than Seller and Purchaser and their respective Affiliates, successors and permitted assigns. For the avoidance of doubt, the Parties intend that only Seller and Purchaser shall have any rights, remedies or obligations to each other under this Agreement. In no event shall any Affiliate of Seller or Purchaser have any right, remedy or obligation under this Agreement or any Related Agreement unless otherwise expressly set forth herein.

Section 15.14. **Successors and Assigns**. No Party hereto shall assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the other Party hereto, and any attempted assignment or delegation without prior written consent shall be void and of no force or effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the Parties hereto.

Section 15.15. **Governing Law; Jurisdiction**. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Indiana (without giving effect to the principles of conflicts of laws thereof). Subject to Section 8.02, the Parties hereto irrevocably agree and consent to the jurisdiction of the courts of the State of Indiana and the federal courts of the United States, sitting in Indianapolis, Indiana, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in a state or federal court located in Hamilton County or Marion County, Indiana, as applicable, and all objections as to personal jurisdiction and venue are waived.

Section 15.16. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute the same instrument.

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SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the date first above written.

"SELLER"

CITY OF WESTFIELD

By: _____

Printed: _____

Its: _____

"PURCHASER"

CITIZENS WATER OF WESTFIELD, LLC

By: _____

Printed: _____

Its: _____

DEPARTMENT OF PUBLIC WORKS OF THE CITY OF WESTFIELD ACTING BY AND THROUGH THE BOARD OF PUBLIC WORKS

By: _____

Printed: _____

Its: _____

Faegre Baker Daniels
Draft 10/24//12

ASSET PURCHASE AGREEMENT

FOR THE WASTEWATER UTILITY

By and Among

THE CITY OF WESTFIELD

and the

PUBLIC WORKS DEPARTMENT
ACTING BY AND THROUGH THE BOARD OF PUBLIC WORKS

(Seller)

and

CITIZENS WASTEWATER OF WESTFIELD, LLC

(Purchaser)

Dated as of November __, 2012

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of November __, 2012 (the "Effective Date"), is made and entered into by and among the CITY OF WESTFIELD, INDIANA (the "City") and the PUBLIC WORKS DEPARTMENT ACTING BY AND THROUGH THE BOARD OF PUBLIC WORKS (together, the "Department," and together with the City, "Seller") and CITIZENS WASTEWATER OF WESTFIELD, LLC (the "Purchaser"). References to the "City" or "Seller" in this Agreement shall include the Department, which may act for and on behalf of the City with respect to the System (defined below).

WITNESSETH:

WHEREAS, the City owns and operates, by and through the Department, pursuant to the provisions of IND. CODE § 8-1.5-3 and related statutes, a water system (the "Water System");

WHEREAS, the City owns and operates, by and through the Department, pursuant to the provisions of IND. CODE § 36-9-23 and related statutes, a wastewater collection and treatment system (the "System" and, collectively with the Water System, the "Systems");

WHEREAS, the City has elected to sell the assets of the System and the Water System;

WHEREAS, the City recognizes the impact System operations have on the quality of water in the City's rivers, streams and aquifers and has therefore determined that an integrated sale of the System and the Water System is necessary to achieve the ultimate water quality goals of the City;

WHEREAS, the disposition of the assets of the Water System are subject to IND. CODE § 8-1.5-2;

WHEREAS, the City has found that there is no specific statutory scheme that applies to the disposition of wastewater assets;

WHEREAS, the City has adopted an ordinance under IND. CODE § 36-1-3 (the "Home Rule Statute"), which allows the City to dispose of the assets of the System pursuant to IND. CODE § 8-1.5-2, by electing to be governed by that Indiana Code section;

WHEREAS, Purchaser is an affiliate of Citizens Water and CWA Authority, Inc., which entities are currently engaged in the ownership and operation of water and wastewater utilities, respectively;

WHEREAS, the City issued a Request for Proposals regarding the sale of the Systems as it explored ways to achieve operating efficiencies, to improve customer service, to pay off debt of the Systems and to keep customer rates as low as possible;

WHEREAS, Seller has determined that the sale of the Systems to Purchaser will result in operating and capital project synergies that will benefit the City and its inhabitants;

WHEREAS, the City and Purchaser have determined that it would be advisable for Purchaser directly or through its designated Affiliate(s) to acquire the Systems in order to achieve the benefits of professional operation and operating synergies;

WHEREAS, Purchaser:

a. will be qualified to own, operate and finance the Systems under various federal and state statutes or regulations; and

b. will have all of the powers that are necessary, useful or appropriate for the acquisition, ownership and operation of the Systems;

WHEREAS, Purchaser's or its Affiliates' acquisition of each of the Systems will be as a going concern and as part of an integrated transaction involving both Systems, with each part dependent on the other; and

WHEREAS, Purchaser, in reliance upon the representations, warranties and covenants of Seller, desires to purchase and acquire from Seller, and Seller desires to sell, transfer and convey all of the Acquired Assets (defined below) as a going concern at Closing, except for the Excluded Assets, and in connection therewith, Purchaser has agreed to assume certain ongoing obligations and liabilities of Seller, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties, covenants, and agreements herein contained and other consideration the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, as used in this Agreement and in all Related Agreements, shall have the meanings set forth in this Article I:

"**Access Rights**" has the meaning specified in Section 6.06.

"**Accounts Receivable**" means all accounts and notes receivable, rights to refunds, unbilled revenue (net of bad debt) and deposits of any kind of Seller, accrued by or on behalf of Seller in the operation of the System, to the extent constituting a current asset, outstanding as of the Closing Date.

"**Acquired Assets**" has the meaning specified in Section 2.01.

"**Acquired Authorizations**" has the meaning specified in Section 2.01(i).

"**Affiliate**" means, with respect to Purchaser, a limited liability company, corporation (or equivalent legal entity under foreign law), joint venture, limited partnership, limited liability partnership or general partnership (or equivalent under foreign law) or other Person that controls

or owns, is owned or controlled by, or is under common ownership or control with, Purchaser, and with respect to Seller, any department of the City controlled by the City.

"**Agreement**" means this Asset Purchase Agreement and the Schedules and Exhibits attached hereto as they may be amended or modified in accordance with the applicable provisions hereof.

"**Arbitration Award**" has the meaning specified in Section 8.02(d)(v).

"**Arbitration Demand**" has the meaning specified in Section 8.02(d)(i).

"**Arbitration Response**" has the meaning specified in Section 8.02(d)(i).

"**Arbitrators**" has the meaning specified in Section 8.02(d)(ii).

"**Assigned Contracts**" has the meaning specified in Section 2.01(b).

"**Assignment and Assumption Agreement**" has the meaning specified in Section 13.02(d).

"**Assumed Liabilities**" has the meaning specified in Section 2.04(a).

"**Bond Debt**" means all of the City's bond-related indebtedness related to the System in the principal amount of Thirty Seven Million Eight Hundred Seventy Four Thousand Three Hundred Forty Three Dollars and No/100 ($37,874,343.00) as of July 31, 2012, as further summarized on Exhibit A.

"**Bond Payoff**" has the meaning specified in Section 12.12.

"**Boundary Evidence**" has the meaning specified in Section 6.03(a).

"**Business Day**" means any day other than Saturday, Sunday, and any day on which commercial banks in Indiana are authorized by Law to be closed.

"**Capital Plan**" has the meaning specified in Section 7.12.

"CERCLA" means the Comprehensive Environmental Response Compensation and Liabilities Act of 1980, as amended.

"CIAC" means property contributed in aid of construction within the meaning of applicable Laws pertaining to Indiana water utilities regulated by the IURC.

"**City**" means the City of Westfield, Indiana.

"**City Officials**" means Seller's Mayor, the Chief of Staff, the Director of the Department, Randy Higginbotham and Robert Lambert (with respect to operations), Diana Peyton (with respect to human resources matters) and Derrick Cash (with respect to information technology matters).

"**Claim**" has the meaning specified in Section 8.03.

"**Closing**" means the consummation of the sale and purchase of the Acquired Assets in accordance with the terms and conditions of this Agreement as provided for in Section 13.01.

"**Closing Date**" has the meaning specified in Section 13.01.

"**Closing Effective Time**" has the meaning specified in Section 13.01.

"**COBRA**" means Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, Sections 2201 through 2208 of the Public Health Service Act and Part 6 of Subtitle B of the Employee Retirement Income Security Act of 1974, as amended, and Section 4980B of the Code.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commitment Preconditions**" has the meaning specified in Section 6.03(a).

"**Contracts**" has the meaning specified in Section 4.17(a).

"**Council**" means the Common Council of the City.

"**Counterproposal**" has the meaning specified in Section 8.02(c)(iii).

"**Damages**" means any and all losses, obligations, penalties, interest, damages, liabilities, causes of action, judgments, actions, demands, claims, costs or expenses, including reasonable attorneys' fees sustained or incurred in investigating, preparing or defending any Claim. Notwithstanding the foregoing, Damages shall not include incidental damages, loss of profits or punitive damages, if any, unless the Party seeking indemnification has had incidental damages, lost profits or punitive damages assessed or asserted against it by a third party.

"**Department**" means the City of Westfield Public Works Department acting by and through the Board of Public Works.

"**Designated Parties**" has the meaning specified in Section 8.02(c)(v).

"**Dispute**" has the meaning specified in Section 8.02(a).

"**Effective Date**" has the meaning specified in the Preamble.

"**Employee**" means any Person employed by Seller who worked for the System immediately before the Closing.

"Environmental Claims" means all formal investigations, warnings, notice letters, notices of violations, Liens, orders, claims, demands, suits or administrative or judicial actions for any injunctive relief, fines, penalties, or any damage, including, without limitation, natural resource damages, or environmental response costs arising out of an Environmental Condition and/or pursuant to Environmental Laws, including such claims arising from the exposure of persons to Hazardous Materials at the work place or the exposure of persons or property to

Hazardous Materials migrating or otherwise emanating from, to, or located at, under or on the Real Property.

"Environmental Conditions" means the (i) state of the environment, including natural resources (e.g., flora and fauna), soil, surface water, ground water, any present drinking water supply, subsurface strata or ambient air, relating to or arising out of the use, handling, storage, treatment, recycling, generating, transportation, spilling, leaking, pumping, pouring, injecting, emptying, discharging, emitting, escaping, leaching, dumping, disposal, release, or threatened release of Hazardous Materials and (ii) any repair, replacement, retrofit, or activity, required to be completed, performed, remediated or corrected on the Real Property and Acquired Assets, in either case, as necessary to bring the properties into compliance with all applicable Laws or Environmental Laws, and in either case, which is reasonably expected to result in or does result in an Environmental Claim.

"**Environmental Laws**" means all Laws relating to human health, pollution, or protection of the environment (including ambient air, surface water, ground water, land surface or surface strata), including (i) Laws relating to Releases, or threatened Releases of Hazardous Materials, (ii) Laws relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, recovery, transport or other handling of Hazardous Materials, (iii) CERCLA; the Toxic Substances Control Act, as amended; the Hazardous Materials Transportation Act, as amended; the RCRA; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; the Clean Air Act, as amended; and (iv) all analogous Laws promulgated or issued by any state Governmental Authority.

"Environmental Permits" has the meaning specified in Section 4.16.

"**EPA**" means the United States Environmental Protection Agency.

"**Equipment and Machinery**" means (i) all the equipment, tangible personal property, machinery, office furniture and equipment, fixtures, tooling, spare maintenance or replacement parts and vehicles owned or leased by Seller (including all leases of such property), which are used, necessary or important in the operation of the System; (ii) any rights of Seller to warranties applicable to the foregoing (to the extent assignable), and licenses received from manufacturers and seller of any such item; and (iii) any related claims, credits, and rights of recovery with respect thereto.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"Escrow" means the escrow established under the Escrow Agreement.

"Escrow Agent" has the meaning specified in Section 3.05.

"Escrow Agreement" has the meaning specified in Section 3.05.

"Escrow Amount" mean means Five Hundred Thousand Dollars and No/100 ($500,000.00).

"Escrow Deposit" has the meaning specified in Section 3.05.

"**Excluded Assets**" has the meaning specified in Section 2.02.

"**Excluded Liability**" or "**Excluded Liabilities**" means, notwithstanding any provision in this Agreement to the contrary, those obligations or liabilities:

(a) constituting Trade Payables;

(b) related to any of the Excluded Assets;

(c) any liabilities or obligations of Seller relating to or arising out of (i) the employment or termination of employment of any Employee on or before the Closing or (ii) worker's compensation claims of any Employee that relate to events occurring on or before the Closing Date;

(d) any liability or obligation that constitutes any claim, liability or obligation in respect of Employees of the Seller arising on or prior to the Closing Date (including by reason of the transactions contemplated by this Agreement) by or on behalf of any such Employee for (A) payments for unemployment compensation, (B) bonus, (C) hospital, medical, life insurance or disability claims, (D) Seller's Qualified Benefit Plans or Seller's Benefit Plans, (E) severance or termination payments, (F) accrued vacation or accrued sick leave, (G) workers' compensation, (H) any other benefit obligation of the Seller, including any Contracts listed in Section 4.17(a)(i) of this Agreement, or (I) other compensation or damages;

(e) Seller's Bonds and Notes;

(f) related to any tort claims against Seller ("Tort Claims");

(g) related to any claim for Damages to the extent the Seller has the right to be indemnified by a third party other than Purchaser or to receive insurance proceeds related thereto;

(h) related to any malfeasance or penalties or fines, or interest thereon, assessed by the EPA or IDEM, by reason of any acts or omissions of Seller prior to Closing alleged to be in violation of applicable Environmental Law; or

(i) those liabilities and obligations set forth in Schedule 1.01.

"**Existing Survey**" has the meaning specified in Section 6.02.

"**Face-to-Face Meeting**" has the meaning specified in Section 8.02(c)(iv).

"**Files and Records**" means all files and records of Seller relating to the System, whether in hard copy or magnetic or other format including customer and supplier records, customer lists (both current and prospective), records of sales calls, manuals, books, files, records, engineering data, procedures, systems, instructions, drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, equipment maintenance records, equipment warranty information, plant plans, specifications and drawings, sales and advertising material, computer software, and

records relating to Employee to be employed or leased by Purchaser following the Closing, and whether stored on-site or off-site.

"**Financial Statements**" has the meaning specified in Section 4.05.

"**First Notice of Claim**" has the meaning specified in Section 8.02(c)(ii).

"**Governmental Approval**" means any consent, approval, authorization, notice, filing, registration, submission, reporting or similar item of, to or with any Governmental Authority.

"**Governmental Authority**" means any court, department, commission, board, bureau, municipality, agency or instrumentality of the United States, any state, county, city or political subdivision thereof, or any foreign governmental body, including without limitation, the EPA, IDEM, the IURC and the City Council.

"**Hazardous Materials**" mean (i) any substance that is defined as a "hazardous substance," "hazardous waste," "hazardous material," pollutant, or contaminant under Environmental Laws ; (ii) petroleum (including crude oil and any fraction thereof); (iii) any natural or synthetic gas (whether in liquid or gaseous state); (iv) polychlorinated biphenyls ("PCBs") and PCB-containing equipment, (v) pesticides, (vi) explosives, flammables, corrosives and (ix) substances that are regulated by, or may form the basis of liability under, any Environmental Law and includes the meanings of all such terms in or under any Environmental Law.

"**IDEM**" means the Indiana Department of Environmental Management.

"**Indemnified Party**" has the meaning specified in Section 8.05(a).

"**Indemnifying Party**" has the meaning specified in Section 8.05(a).

"**Intellectual Property**" means all United States patents and patent applications (whether utility, design, or plant product), registered and unregistered trademarks, service marks, trade names, copyrights and copyright applications (and all derivations thereof), logos, brands, business identifiers, private labels, trade dress (including all goodwill and reputation symbolized by any of the foregoing), rights of publicity, processes, industrial designs, drawings, specifications, inventions, improvements, discoveries, formulae, know-how, and trade secrets, customer lists, supplier lists, proposals and analyses, business plans and strategies, licenses, research and development files, manuals, sales literature and promotional material, URLs, domain names and all rights with respect to the foregoing, whether or not patentable or registerable.

"**Interim Financing**" means the issuance of Bond Anticipation Notes as approved by the City Council's adoption of water utility revenue bond ordinances.

"**IURC**" means the Indiana Utility Regulatory Commission.

"**Knowledge**" to the "**Knowledge**" of, and phrases of similar import, means the actual knowledge of (A) with respect to Seller, the City Officials or (B) with respect to Purchaser, Carey Lykins, John Brehm, Aaron Johnson and Randy Edgemon.

"**Lagoon**" means the body of water and related property located behind the City's Public Works Department facilities located at 171st Street in Westfield, as more specifically set forth on Exhibit C.

"**Lagoon Option**" has the meaning specified in Section 7.12.

"**Law**" means any law, statute, regulation, ordinance, rule, order, judicial, administrative and regulatory decree, judgment, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority, as may be in effect at the relevant time or times in the context in which the term is used.

"**Liability Cap**" has the meaning specified in Section 8.05(c).

"**Licenses and Permits**" mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, variances, waivers and approvals issued or granted by Governmental Authorities to either Seller, including without limitation, Environmental Permits, operating permits and approvals that are held by Seller that relate directly or indirectly to the operation of the System, including those described in Schedule 4.15.

"**Liens**" means all liabilities, obligations, claims, security interests, leases, liens, mortgages, deeds of trust, pledges, rights of first refusal, encroachments, rights of third parties, charges, options, conditional sales or other title retention agreements, UCC-1 financing statements, licenses, rights of way, easements, encumbrances, restrictions, covenants, rights and defects in title of any nature whatsoever, including, without limitation, any restriction on use, transfer, receipt of income, or exercise of any other attribute of ownership.

"**Material Adverse Effect**" means any event, change, fact, condition, occurrence or circumstance that either individually or in the aggregate, has had or could reasonably be expected to have a materially adverse effect on the condition of the Acquired Assets, the business, financial condition, results of operations or other aspects of the System, taken as a whole, but excluding any effect to the extent arising from any one or more of the following: (i) any act or omission of Seller that is conducted with the prior written consent of Purchaser following Seller's disclosure to Purchaser of relevant, material facts or that is expressly authorized by the terms of this Agreement; (ii) any costs or expenses incurred or accrued in connection with the transactions as contemplated by this Agreement (except to the extent constituting an Assumed Liability or relating to or constituting a breach of any representation or warranty hereunder); or (iii) any such change, effect or circumstance resulting solely from the announcement of this Agreement.

"**MBEs**" has the meaning specified in Section 7.10.

"**Neutral Arbitrator**" has the meaning specified in Section 8.02(d)(ii).

"**Nonassignable Assets**" has the meaning specified in Section 2.06(a).

"**Occupancy Agreements**" has the meaning specified in Section 4.23.

"**Outside Date**" means one (1) year from the Effective Date.

"**Real Property**" has the meaning specified in Section 4.08.

"**Panel**" has the meaning specified in Section 8.02(d)(ii).

"**Party**" means Purchaser or Seller and the term "Parties" means collectively Purchaser and Seller.

"**Permitted Liens**" means (a) the Access Rights; (b) the Reserved Rights; (c) the liens, security interests and encumbrances in the Acquired Assets that are identified on Schedule 1.02; or (d) the "Permitted Real Property Encumbrances" as determined pursuant to Section 6.03(b).

"**PERF**" means the Indiana Public Employees Retirement Fund.

"**Person**" means any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, or unincorporated organization, or any governmental agency, officer, department, commission, board, bureau, or instrumentality thereof.

"**Policies**" and "**Policy**" have the meanings specified in Section 4.16.

"**Priority Two Property**" has the meaning specified in Section 6.10.

"**Proposed Resolution**" has the meaning specified in Section 8.02(c)(ii).

"Public Works Building" means the building located at 2706 E. 171st Street, Westfield, Indiana 46074 and all assets associates with the building all as set forth on Exhibit B.

"Public Works Building Lease" means the capital lease between Purchaser and the City for the Public Works Building provided for in Section 7.16.

"**Purchase Price**" has the meaning specified in Section 3.01.

"**Purchaser**" has the meaning specified in the Preamble of this Agreement.

"**Purchaser Indemnified Persons**" has the meaning specified in Section 8.03.

"RCRA" means the Resource Conservation and Recovery Act, as amended.

"**Real Property**" has the meaning specified in Section 4.08.

"**Related Agreements**" means all agreements, instruments, ordinances and other documents contemplated by or executed, delivered or performed pursuant to this Agreement.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment of Hazardous Materials.

"**Reserved Rights**" means title to public rights-of-way except for any subsurface occupancies or improvements used in the operation of the System.

"Response" has the meaning specified in Section 8.02(c)(iii).

"Scheduled Occupancy Agreements" has the meaning specified in Section 4.23.

"Seller" has the meaning specified in the Preamble of this Agreement.

"Seller's Benefit Plans" means each voluntary employees' beneficiary association under Section 501(c)(9) of the Code whose members include any Employees and any employee benefit plans, as defined in Section 3(3) of ERISA, or any other retirement, profit sharing, Seller's Qualified Benefit Plan, stock option, stock bonus, deferred compensation (including any "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code), severance, sick leave or other material plan or arrangement providing benefits to current or former Employee, in each case, whether or not terminated, to which the Seller or an Affiliate are a plan sponsor, as defined in Section 3(16)(B) of ERISA, or to which the Seller or an Affiliate otherwise contribute or have contributed (including without limitation PERF), or in which the Seller or an Affiliate otherwise participate or have participated. It shall further include all obligations, arrangements, or practices, whether or not legally enforceable, to provide benefits, other than salary or wages to present or former directors, employees or agents, other than obligations, arrangements and practices that are Seller's Benefit Plans, that are owed, adopted or followed by the Seller or an Affiliate to the extent that the Seller would have any liability with respect to such obligation, arrangement or practice of the Affiliate. Seller's Benefit Plans also include consulting agreements under which the compensation paid does not depend upon the amount of service rendered, sabbatical policies, severance payment policies and fringe benefits within the meaning of Code §132. For these purposes "Affiliate" also includes any member of an affiliated group as defined under Section 414(m) of the Code, and all entities under common control with Seller pursuant to Section 414(b) or (c) of the Code.

"Seller's Bonds and Notes" means any and all bonds, notes, repurchase agreements, or other debt for money borrowed, including the following bonds and debt of Seller: Sewage Works Energy Savings Bank Debt; Sewage Works Revenue Bonds 2002; Sewage Works Revenue Bonds 2004; Sewage Works Refunding Revenue Bonds 2006; Sewage Works Revenue Bonds 2007; and [2012 Interim Financing].

"**Seller's Indemnified Persons**" has the meaning specified in Section 8.04.

"**Seller's Qualified Benefit Plan**" has the meaning specified in Section 4.12(b).

"**Standing Panel**" has the meaning specified in Section 8.02(b).

"Stormwater System Assets" means all assets used or necessary in the operation of the stormwater system, including but not limited to (i) those assets listed on Schedule 2.02(b) and

(ii) drains, pipes and collection basins and all other stormwater drainage assets used for stormwater collection and transportation within the Multiple Separate Storm Sewer System (MS4). MS4 is a stormwater conveyance system which is owned or operated by the City of Westfield under Section 208 of the Clean Water Act that discharges into the waters of the United States (40 CFR 122.26 (b)(8)). Stormwater facilities are drains, pipes and collection basins that are considered part of the stormwater system and are located within the City owned right of way or within plated or designated easements for the collection and conveyance of stormwater. Stormwater System Assets that are not part of the System are ditches, swales, lakes, detention or retention ponds, or Hamilton County Regulated Drains. Stormwater Systems Assets shall not include any property that is jointly used for (a) the collection, transportation and treatment of stormwater or otherwise in the operation of the stormwater system, and (b) the operation of the Wastewater System, except to the extent such property jointly used is listed on Schedule 2.02(b).

"**Supplies**" means all the lubricants, spare parts, fuel, chemicals, raw materials, and other supplies owned by Seller or to which Seller may have rights, which are used, necessary or important in the operation of the System and related to the System, and all rights of Seller to warranties received from their suppliers with respect to the foregoing (to the extent assignable) and related claims, credits and rights of recovery with respect thereto.

"**Survey**" has the meaning specified in Section 6.02.

"**Survey Affidavit**" has the meaning specified in Section 6.02.

"**System**" has the meaning specified in the recitals to this Agreement. The term "System" as used herein means the System as a whole and does not mean any particular asset constituting part of the System.

"**Systems**" has the meaning specified in the recitals to this Agreement.

"**Tax**" or "**Taxes**" means all federal, state, and local employment taxes, unemployment taxes, and sales and use taxes, if any, imposed upon a Person (including all taxes or payments in lieu of taxes which a Person is required to collect and/or pay over to any government), and all related additions to tax, penalties or interest thereon. For the avoidance of doubt, "Tax" or "Taxes" includes, without limitation, all federal, state and local income taxes and property taxes.

"**Threshold Amount**" has the meaning specified in Section 8.06(a).

"**Title Commitment**" has the meaning specified in Section 6.01(b).

"**Title Company**" has the meaning specified in Section 6.01(b).

"**Title Evidence**" has the meaning specified in Section 6.03(a).

"**Top Executive Negotiation**" has the meaning specified in Section 8.02(c)(v).

"**Tort Claims**" has the meaning specified in subparagraph (e) of the definition of "Excluded Liabilities."

"**Trade Payables**" means any current liability representing an amount owed by Seller in respect of the System, whether arising from the purchase of merchandise, materials, Supplies or services, payments to Employees, any damages the nature of which relates to failure to pay or perform any Trade Payable, and all other amounts typically deemed current liabilities, in each case to the extent constituting a current liability, outstanding as of the Closing Date.

"Transferred Employee" has the meaning set forth in Section 7.04(a).

"Transition Services Agreement" means the Transition Services Agreement by and between Purchaser and Seller, to be in a form mutually agreeable to Purchaser and Seller and entered into concurrently with the Closing.

"**UCC Search**" has the meaning specified in Section 6.05.

"**Unsatisfactory Exceptions**" has the meaning specified in Section 6.03(a).

"**Unscheduled Occupancy Agreements**" has the meaning specified in Section 4.23.

"Utility Plant" means that portion of the System's assets that is used and useful for the operations of the water system, including without limitation, plant in service, construction work in progress, materials, supplies and other items included in utility plant under applicable Law, and excluding CIAC, plant leased to others and, unless expressly allowed by the IURC as utility plant under applicable Law, plant held for future use, and net of accumulated depreciation and amortization.

"**U.S. 31 Project**" means those certain Highway Utility Agreements by and among Seller and the Indiana Department of Transportation, dated as of September 21, 2012.

"**VBEs**" has the meaning specified in Section 7.10.

"Water Purchase Agreement" has the meaning specified in Section 11.09.

"**Water System**" has the meaning specified in the recitals to this Agreement.

"**WBEs**" has the meaning specified in Section 7.10.

"Working Capital" has the meaning specified in Section 3.03(a).

ARTICLE II.
TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES

Section 2.01. **Purchase and Sale of Acquired Assets**. With the exception of the Excluded Assets, subject to the terms and conditions set forth in this Agreement, at Closing, Purchaser shall purchase from the City, and the City shall sell, transfer, assign and deliver to Purchaser, free and clear of all Liens except for the Permitted Liens, all of the right, title and interest of the City in, to and under all of the assets, properties and rights of the City, to the extent such assets, properties and rights exist as of the Closing Date and are used, necessary or important in the operation of the System (whether or not any such asset(s) have any value for

accounting purposes or are carried or reflected on the books or financial statements of the Seller) (the assets to be conveyed collectively referred to as the "Acquired Assets"), including without limitation, the following:

(a) all real and personal property interests owned, licensed or leased by Seller and any real or personal property interests that are in the process of being acquired, licensed or leased by Seller or any of its Affiliates, including without limitation, the Real Property, the Public Works Building Lease and Occupancy Agreements;

(b) except for those contracts, licenses and leases listed on Schedule 2.01(b), all contracts, licenses and leases related to the System to which the City is a party, including without limitation leases for Equipment and Machinery, vehicles and other items of personal property (the "Assigned Contracts");

(c) all Supplies, except Supplies consumed or used by Seller between the Effective Date and the Closing Date in the ordinary course of business and in accordance with the terms of this Agreement;

(d) all personal property, fixtures, equipment and fixed assets owned, licensed or leased by Seller, including, without limitation, Equipment and Machinery, system pipes, auxiliary equipment and plant equipment;

(e) all Intellectual Property;

(f) Seller's other intangible assets, including, without limitation, the benefit of third-party representations, warranties, guarantees, performance bonds, maintenance bonds, correspondence and the computer software and programs (whether proprietary or not);

(g) Seller's Files and Records;

(h) all prepaid expenses, credits, advance payments, security, deposits, charges, sums and fees to the extent related to any Acquired Assets;

(i) subject to Section 2.06, all Licenses and Permits, but only to the extent such Licenses and Permits may be transferred under Applicable Law (the "Acquired Authorizations");

(j) the assets listed on Schedule 2.01(j); and

(k) the System as a going concern.

Section 2.02. Excluded Assets. Other than the Acquired Assets subject to Section 2.01, Purchaser expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning any other assets or properties of Seller, and all such other assets and properties shall be excluded from the Acquired Assets (the "Excluded Assets"). Excluded Assets include the following assets and properties of Seller:

(a) cash, cash equivalents and invested funds of the City or any of the City's Affiliates representing the unexpended bond proceeds, plus investment earnings, and other

amounts in the capital improvement, bond and/or construction fund balances and reserves for the System.

(b) the Stormwater System Assets as set forth on Schedule 2.02(b) except to the extent Stormwater System Assets are jointly used by the System and the Stormwater System;

(c) the Public Works Building, subject to the Public Works Building Lease;

(d) all contracts that are not Assigned Contracts;

(e) the Accounts Receivable;

(f) the Lagoon, subject to the Lagoon Option;

(g) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder, except to the extent pertaining to the Acquired Assets as to which a loss has occurred prior to Closing;

(h) all assets, properties and rights used by the City which are not used, necessary or important in the operation of the System;

(i) the rights that accrue or will accrue to Seller under this Agreement and Related Agreements;

(j) Seller's Access Rights, Reserved Rights and any other assets listed in Schedule 2.02(j); and

(k) Cell Tower Antenna Agreements.

Section 2.03. Sale Free of Liens. The Acquired Assets sold, conveyed, transferred, assigned and delivered by Seller to Purchaser, as herein provided, are and shall be as of the Closing, free and clear of all Liens other than Permitted Liens. Such Acquired Assets shall be conveyed by appropriate deeds, bills of sale, endorsements, leases, mortgages, security interests, pledges, assignments and other instruments of transfer and conveyance described herein, and if not expressly described herein, then by transfer documents satisfactory in form and substance to Purchaser and Seller and their counsel in their reasonable discretion.

Section 2.04. Assumption of Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement and excluding the Excluded Liabilities, Purchaser shall assume and agree to pay, perform and discharge when due any and all liabilities and obligations of the City arising out of or relating to the System or the Acquired Assets on or after the Closing, including, without limitation, the following (collectively, the "Assumed Liabilities"):

(i) all liabilities and obligations arising on or after the Closing under the Assigned Contracts;

(ii) except as set forth in Section 7.04, all liabilities and obligations relating to employee benefits, compensation or other arrangements with respect to any Transferred Employee arising after the Closing;

(iii) any litigation initiated against Seller related to the System or the Acquired Assets resulting from events that occur or conditions caused by Purchaser that exist on or after the Closing; and

(iv) all other liabilities and obligations arising out of or relating to Purchaser's ownership or operation of the System and the Acquired Assets on or after the Closing.

(b) At the Closing, to the extent the Seller is not released therefrom, Seller shall be indemnified against its obligations under the Assumed Liabilities in accordance with Section 8.04.

(c) Purchaser shall not assume or be liable to pay any liabilities or obligations relating to the Excluded Liabilities or any other liabilities or obligations that are not Assumed Liabilities.

Section 2.05. Subsequent Documentation. At any time and from time to time after the Closing Date, Seller shall, upon the request of Purchaser, and Purchaser shall, upon the request of Seller, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate, (a) the sale, conveyance, transfer, assignment and delivery hereunder of the Acquired Assets to Purchaser; (b) the assumption by Purchaser of any of the Assumed Liabilities; (c) Seller's or Purchaser's rights under any Access Rights or Reserved Rights; (d) performance by the Parties of any of their other respective obligations under this Agreement or the Related Agreements; (e) the satisfaction of Excluded Liabilities; (f) the financing by Purchaser of the Purchase Price; and (g) any other matters reasonably requested by a Party to carry out the provisions, purposes and intent of this Agreement or the Related Agreements.

Section 2.06. Assignment of Contracts.

(a) Notwithstanding anything to the contrary set forth herein, to the extent that any of the Assigned Contracts or Acquired Authorizations that constitute an Acquired Asset are not assignable or transferable without the consent of the issuer thereof or the other party thereto or any third party including, without limitation, a Governmental Authority (the "Nonassignable Assets"), this Agreement shall not constitute an assignment or transfer of the Nonassignable Assets if such assignment or transfer or attempted assignment or transfer would constitute a breach thereof or a violation of any Law. Seller shall use reasonable efforts, at reasonable cost to Seller, to obtain any consents or waivers necessary to any such assignment. To the extent that such consents or waivers are not obtained by Seller on or before the Closing, Seller agrees to cooperate with Purchaser and to take such reasonable actions, at reasonable cost to Seller, as Purchaser may reasonably request in order to secure any arrangement designed to provide for Purchaser the benefits of such Nonassignable Assets. Seller shall further assign and deliver to

Purchaser any net proceeds or net receivables by Seller pursuant to the Nonassignable Assets except and to the extent that Seller has previously provided Purchaser with the benefits of such proceeds or receivables or to the extent the assignment is not permitted under the Nonassignable Assets. In connection therewith, Seller shall enforce, for the benefit of Purchaser, any and all material rights of Seller against such issuer or such other party or parties, to the extent reasonably permitted.

(b) To the extent Purchaser receives the benefit of any Nonassignable Asset pursuant to Section 2.06(a), Purchaser agrees to assume and discharge any liability or obligation related to the benefits of such Nonassignable Asset.

ARTICLE III.
PURCHASE PRICE

Section 3.01. **Purchase Price**. Subject to the terms and conditions, including adjustments, set forth in this Agreement, the aggregate purchase price for the Acquired Assets shall be [allocable portion of Ninety One Million Dollars and No/100 ($91,000,000.00)] cash payment paid upon Closing plus the assumption of Assumed Liabilities (the "Purchase Price"), payable subject to the terms and conditions of this Agreement. Upon Closing, the cash payment of the Purchase Price shall be paid by wire transfer of immediately available funds (i) in the case of the Escrow Amount to the Escrow Agent in accordance with the Escrow Agreement and (ii) with the remaining amount the Purchase Price paid to one or more accounts designated in writing by the City to the Purchaser (with such designation no later than two (2) business days before the Closing Date).

Section 3.02. **Fair Consideration**. The Parties acknowledge and agree that the consideration provided for in this Article III represents fair consideration and reasonable equivalent value for the sale and transfer of the Acquired Assets and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's-length, good faith negotiations between the Parties and their respective representatives.

Section 3.03. **Working Capital; Collection of Accounts Receivable**.

(a) For the avoidance of doubt, the Parties intend that the Purchaser shall provide its own Working Capital to operate the System after Closing and that Seller will retain rights to all Accounts Receivable and the obligation to satisfy all Trade Payables including any accrued Taxes. As used herein, the term "Working Capital" shall mean normal and customary working capital consisting of current assets less current liabilities.

(b) Purchaser shall collect the Accounts Receivable and promptly, but in no event later than ten (10) days after receipt, remit all amounts representing Accounts Receivable to Seller. From time to time after Closing, the Parties will reconcile amounts related to Accounts Receivable, Trade Payables and other assets and liabilities affected by the timing of Closing. Any disagreements or disputes relating to this Section 3.03 shall be resolved by the Parties pursuant to the provisions of Section 8.02(b) of this Agreement. Seller hereby authorizes Purchaser, effective as of the Closing, to open any mail addressed to Seller and received by Purchaser at any location relating to the operation of the System. Additionally, in order to

effectuate customer transition, Seller shall cooperate with Purchaser in coordinating the transfer of lock boxes and other payment processes for customers of the System who pay their bills through Automated Clearinghouse (ACH) or similar processes.

(c) In the event that Purchaser fails to remit the City the amount due pursuant to Section 3.03(b) within ten (10) days after receipt, then interest shall accrue on such delinquent amount at a rate equal to ten percent (10%) per annum, commencing on the eleventh (11^{th}) day after receipt and continuing until such amount is received. Notwithstanding the foregoing, this Section 3.03(c) shall not apply to any amounts that Purchaser asserts in good faith that it is not required to pay even if later determined to be due.

Section 3.04. Allocation of the Purchase Price. Purchaser and Seller agree to allocate the Purchase Price, plus the amount of the Assumed Liabilities, to the Acquired Assets as specified in Schedule 3.04 in accordance and consistent with applicable accounting standards.

Section 3.05. Escrow. At the Closing, Purchaser shall deposit Five Hundred Thousand and No/100 Dollars ($500,000.00) with an escrow agent agreed upon by the Parties (the "Escrow Agent"), by wire transfer of immediately available funds (the "Escrow Amount" and, together with all earnings thereon, collectively, the "Escrow Deposit"), which shall be used to secure satisfaction of Seller's obligations pursuant to Article VIII herein, including obligations under the Water Purchase Agreement, if any, pursuant to the terms of the Escrow Agreement. To the extent the Escrow Deposit is not applied as set forth in the Escrow Agreement, it shall be returned to the City. The Escrow Deposit shall be held, invested and disbursed as specified in and pursuant to the terms and conditions of an escrow agreement, in a form mutually agreeable to Purchaser and Seller (the "Escrow Agreement") and in accordance with the terms and conditions of Article VIII.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller makes only the representations and warranties which are set forth in this Article IV. Any disclosure set forth on any particular schedule of the Disclosure Schedules shall be deemed disclosure in reference to all schedules comprising the Disclosure Schedules to which such disclosure is clearly applicable based solely upon such disclosure.

Purchaser acknowledges that it has conducted an independent investigation of the financial condition, assets, liabilities, properties and projected operations of the System in making its determination as to the propriety of the transaction contemplated by this Agreement and, in entering into this Agreement and Related Agreements, has relied solely on the results of the investigation and on the representations and warranties of Seller expressly contained in Article IV of this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE RELATED AGREEMENTS, THE SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER, INCLUDING ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OR VALUE OF ANY OF THE ASSETS OF THE SYSTEM OR THE FUTURE PROFITABILITY OR FUTURE EARNINGS PERFORMANCE OF THE SYSTEM. ALL IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

Seller represents and warrants to Purchaser that the statements contained in this Article IV are true and correct as of the date hereof.

Section 4.01. Power. Seller has all requisite power and authority to own, lease and operate the Acquired Assets and the System as operated on the Effective Date, to sell and transfer in the manner described herein the Acquired Assets and powers described herein to Purchaser and to enter into, execute and deliver this Agreement.

Section 4.02. Authorization and Validity of Agreement. The execution and delivery of this Agreement and the Related Agreements by Seller and the consummation by Seller of the transactions contemplated by this Agreement and the Related Agreements have been duly and validly authorized by all necessary or proper action on the part of Seller and no other proceedings on the part of Seller is necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally.

Section 4.03. No Conflict or Violations. The execution, delivery and performance of this Agreement, and the sale of the System, by Seller does not and shall not: (a) violate any material provision of Law applicable to Seller or the System; (b) in any material respect, violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract, lease, loan agreement, mortgage, security agreement, license, consent order, indenture or other instrument or obligation to which Seller is a party, or by which its assets or properties may be bound; or (c) result in the imposition of any Liens or material restrictions on either of the System or any of the Acquired Assets.

Section 4.04. Consents and Approvals. Schedule 4.04 sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by Seller or the performance by Seller of its obligations hereunder. Any and all notices, consents, authorizations and approvals set forth in Schedule 4.04 have been or prior to the Closing will be made and obtained. In addition, Schedule 4.04 contains a true and complete list of all Nonassignable Assets as of the Effective Date.

Section 4.05. Financial Statements.

(a) Schedule 4.05 sets forth correct and complete copies of the following financial statements (collectively, the "Financial Statements"):

(i) unaudited statement of operations of the System as of the twelve month period ended December 31, 2011 and for the six (6)-month period ended June 30, 2012;

(ii) unaudited statement of cash flow of the System as of the twelve month period ended December 31, 2011 and for the six (6)-month period ended June 30, 2012; and

(iii) unaudited balance sheet of the System at each of December 31, 2011 and June 30, 2012.

In addition, Seller shall provide to Purchaser by November 1, 2012, the statement of operations, statement of cash flow and balance sheet as of the 12-month period ended December 31, 2011, as audited by the State Board of Accounts, which shall become part of the Financial Statements defined above.

(b) Between the Effective Date and the Closing Date, Seller shall provide to Purchaser correct and complete monthly unaudited statement of operations as they are produced in the ordinary course of business.

(c) The Financial Statements have been prepared and presented in accordance with the applicable standards for financial reporting of the Governmental Accounting Standards Board (GASB), the financial information as presented in the Financial Statements is accurate in all material respects and is presented in a manner designed to set forth the financial position and results of operations of the System for the periods indicated. Except as reflected or reserved for in the Financial Statements, or as set forth in Schedule 4.05, Seller is not subject to any liability or obligation related to the System, other than immaterial current liabilities and obligations incurred since the date of such Financial Statement in the ordinary and usual course of business consistent with past practice.

Section 4.06. Absence of Certain Changes or Events. Except as reflected in the Financial Statements, since June 30, 2012, Seller has operated the System in the ordinary course of business consistent with past practice and other than in the ordinary course of business consistent with past practice with respect to the System, to Seller's Knowledge there has not been any:

(a) change, event or condition (whether or not covered by insurance) that has resulted in a Material Adverse Effect;

(b) sale, assignment or transfer of any of the Acquired Assets or other properties of Seller necessary or important to the operation of the System;

(c) failure to repay or discharge any material obligation or liability;

(d) failure to operate the System in the ordinary course or to preserve the System intact, to keep available to Purchaser the services of the Employees and to preserve for Purchaser, to the extent practicable, the goodwill of Seller's dealers, suppliers, customers and others having business relations with it;

(e) damage, destruction or loss affecting the Acquired Assets or the System resulting in a Material Adverse Effect;

(f) except as otherwise provided in Section 2.04, material indebtedness, obligations or liabilities incurred, increased or modified with respect to the System that would constitute Assumed Liabilities;

(g) agreements, waivers, permits, fees, charges, or other burdens of any nature placed on the System by the City for the benefit of the City; or

(h) agreement by Seller to do any of the foregoing or any act or omission that would result in any of the foregoing.

Section 4.07. Tax Matters. No state or local Taxing authority has assessed any Taxes on the Acquired Assets or on the operation of the System and no Taxes will be due and payable on or before the Closing Date. Seller has timely paid all Taxes that may have been or may be due and payable by Seller on or before the Closing Date, arising from the ownership or operation of the Acquired Assets or the System on or before the Closing Date, including without limitation, withholding with respect to compensation paid to employees, and the amounts withheld have been properly paid over to the appropriate Taxing authorities. No taxing authority has asserted any claim against the Seller for the assessment of any additional Tax liability or initiated any action or proceeding which could result in such an assertion.

Section 4.08. Real Property. Schedule 4.08 contains a list and brief description of all real property the Seller owns and uses in the operation of the System (the "Real Property"). Except for the Permitted Real Property Encumbrances and as set forth in Schedule 4.08, Seller has good and marketable title in the Real Property. Except as set forth on Schedule 4.08, none of the Real Property is subject to any lease or grant to any Person of any right to the use, occupancy or enjoyment of such Real Property or any portion thereof. Except for Permitted Liens, the Real Property is not subject to any use restrictions, exceptions, reservations or limitations which in any material respect interfere with or impair the present and continued use thereof in the ordinary course of business and in the same manner after Closing as conducted by Seller prior to Closing. There are no pending or, to the Knowledge of the Seller, threatened condemnation proceedings relating to any of the Real Property. All buildings, structures and improvements located on, fixtures contained in, and appurtenances attached to the Real Property conform in all material respects to applicable federal, state, county, local and foreign laws, regulations and ordinances, including without limitation, those related to zoning, use or construction, and the Real Property is zoned for the purposes for which they are presently used by Seller. Seller does not lease any real property from any third party that is used for or necessary or important to the operation of the System.

Section 4.09. Equipment and Machinery/Distribution System.

(a) Schedule 4.09(a) sets forth a list of, or otherwise describes, all material Equipment and Machinery included in the Acquired Assets. Seller has good title, free and clear of all Liens (other than the Permitted Liens) to the Equipment and Machinery owned by Seller.

(b) Seller holds good and transferable leasehold interests in all Equipment and Machinery leased by them, in each case under valid and enforceable leases. Except as set forth on Schedule 4.09(b), none of the leased Equipment and Machinery of Seller requires the

approval of the lessor to be assigned, or upon assignment will experience a material change in terms, costs or tax recapture.

(c) To the Knowledge of Seller, the Equipment and Machinery are in good operating condition and repair (except for ordinary wear and tear), and are being operated in conformity in all material respects with all applicable Laws and warranty conditions.

Section 4.10. Supplies. All Supplies included in the Acquired Assets consist of a quality and quantity usable in the ordinary course of business, consistent with past practice.

Section 4.11. Intellectual Property.

(a) All material Intellectual Property owned by or licensed to Seller and related to the System is listed on Schedule 4.11(a). All Intellectual Property material to the System is owed by or licensed to Seller free and clear of all Liens, except for Permitted Liens, and is in good standing, is duly authorized, valid, issued and enforceable, has not been canceled, and, to the Knowledge of Seller, is not the subject of any challenge. To the Knowledge of Seller, no facts exist that would invalidate or render unenforceable any Intellectual Property.

(b) (i) There are no licenses now outstanding or other rights granted to third parties under any Intellectual Property and (ii) Seller is not a party to any agreement or understanding restricting the use of any Intellectual Property. To the Knowledge of Seller, the Intellectual Property does not infringe the patent, trademark, copyright, trade secret or other proprietary right of any third party. All filings or recordations necessary or appropriate to protect the interests of Seller in any Intellectual Property have been duly made and are in full force and effect.

Section 4.12. Employee Benefit Plans.

(a) Schedule 4.12(a) contains a list of each of Seller's Benefit Plans.

(b) Except as would not have a Material Adverse Effect and to the Knowledge of Seller, each Seller's Benefit Plan complies with all applicable Laws (including ERISA and the Code and the regulations promulgated thereunder). Each Seller's Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a "Seller's Qualified Benefit Plan") has received a favorable determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Seller's Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, and, to Seller's Knowledge, nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such opinion letter from the Internal Revenue Service, as applicable.

(c) Except as set forth in Schedule 4.12(c), no Seller's Benefit Plan: (i) is subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code; or (ii) is a "multi-employer plan" (as defined in Section 3(37) of ERISA). Seller has not: (A) except with respect to the PERF Plan, withdrawn from any pension plan under circumstances resulting (or

expected to result) in liability; or (B) engaged in any transaction which would give rise to a liability under Section 4069 or Section 4212(c) of ERISA.

(d) Other than as required under Section 4980B of the Code or other applicable Law, no Seller's Benefit Plan provides benefits or coverage in the nature of health, life or disability insurance following retirement or other termination of employment (other than death benefits when termination occurs upon death).

(e) Except to the extent not material, other than as a result of the process set forth in Section 7.04(e), no Seller's Benefit Plan exists that could: (i) result in the payment to any Employee or consultant of the System of any money or other property; or (ii) accelerate the vesting of or provide any additional rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any Employee or consultant of the System, in each case, as a result of the execution of this Agreement.

(f) The representations and warranties set forth in this Section 4.12 are Seller's sole and exclusive representations and warranties regarding employee benefit matters.

(g) Seller has been in full compliance with the requirements with COBRA and seller is not subject to any excise tax under Section 4980B of the Code for the current or any prior taxable years.

(h) Notwithstanding anything in this Agreement to the contrary, it is expressly understood that Purchaser shall not acquire any asset, or assume any liability or obligation relating to any of Seller's Benefit Plans.

Section 4.13. Employees; Labor Relations.

(a) Seller is not a party to, or bound by, any collective bargaining or other agreement with a labor organization representing any of the Employees. There has not been, nor, to Seller's Knowledge, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor activity or dispute affecting Seller or any of the Employees.

(b) Seller is in compliance in all material respects with all applicable Laws pertaining to employment and employment practices to the extent they relate to the Employees.

(c) With respect to all Employees:

(i) there is no unfair labor practice charge or complaint against the Seller pending, or to the Knowledge of the Seller, threatened (and the Seller does not believe that there exists any reasonable basis therefor);

(ii) there is no grievance pending against the Seller filed by any Employee arising out of any grievance or complaint procedure (and the Seller does not have Knowledge that there exists any reasonable basis therefor);

(iii) there is no charge of employment discrimination, harassment or retaliation with respect to or relating to any Employee or group of Employees pending before the Equal Employment Opportunity Commission or any other agency responsible for the prevention or investigation of unlawful and/or discriminatory employment practices (and the Seller does not have Knowledge that there exists any reasonable basis therefor);

(iv) the Seller has not received any written notice of the intent of any Governmental Authority responsible for the enforcement of labor or employment laws to conduct an investigation or other inquiry, and to the Knowledge of Seller, no such investigation or other inquiry is in progress; and

(v) there is no claim, action, suit, proceeding, investigation or inquiry pending against the Seller or, to the Knowledge of the Seller, threatened, in any forum by or on behalf of any Employee, any applicant for employment with Seller, or classes of the foregoing alleging breach of any express or implied contract of employment, violation of any law governing employment or the termination thereof or other discriminatory, wrongful or tortious conduct in connection with the employment relationship.

(d) As between Section 4.18 and this Section 4.13, the representations and warranties in Sections 4.07, 4.12, 4.24 and this Section 4.13 shall control and be exclusive as to compliance with Laws relating to employees and labor relations.

Section 4.14. Environmental Compliance.

(a) (i) Except as set forth in Schedule 4.14(a)(i), to the Knowledge of Seller, Seller's uses and operations of any Real Property comply in all material respects with general operating and engineering standards of the water supply industry; and (ii) except as set forth in Schedule 4.14(a)(ii), to the Knowledge of Seller, Seller's uses and operations of any Real Property comply in all material respects with Environmental Laws and Seller has obtained and is in material compliance with the terms, conditions, and requirements of all necessary Licenses and Permits required under Environmental Laws ("Environmental Permits"). No enforcement proceeding is pending or, to the Knowledge of Seller, threatened relating to the revocation or limitation of any of the Environmental Permits. Such Environmental Permits are set forth in Schedule 4.14(a)(iii) and are in full force and effect. Seller has made true and complete copies of all the Environmental Permits currently in effect available to Purchaser.

(b) Except as set forth in Schedule 4.14(b), Seller has not generated, manufactured, used, transported, treated, stored, handled, disposed or offered for disposal, transferred, processed or otherwise handled any Hazardous Materials on the Real Property except in material compliance with all applicable Environmental Laws. Seller has not received any written notice that it is liable under CERCLA or RCRA for the Release or threatened Release of a Hazardous Substance, IND. CODE § 13-25-4-8 or any analogous Environmental Law that addresses the Release or threatened Release of Hazardous Substances in respect of any operations now conducted by Seller. To the Knowledge of Seller, no previous owner or tenant of the Real Property has Released any Hazardous Materials into, upon, or from any Real Property or into or upon the soil, ground or surface water thereof, except in material compliance with all applicable Environmental Laws, nor has any previous owner or tenant of the Real Property violated any

Environmental Laws with respect to the Real Property, in either case in a manner that would reasonably be expected to result in an Environmental Claim.

(c) Except as set forth in Schedule 4.14(c), Seller has not received any written notice of any pending, nor to the Knowledge of Seller is there any threatened, formal investigation, notice of violation, Lien, order, claim, suit or administrative or judicial action for any injunctive relief, fines, penalties from any Governmental Authority relating to Seller's alleged violation of any Environmental Laws that either has not been resolved to the satisfaction of the Governmental Authority or that would reasonably be expected to result in an Environmental Claim.

(d) Except as set forth in Schedule 4.14(d), Seller has not received any written notice of any pending, nor to the Knowledge of Seller is there any threatened, claim, demand, suit, judgment or judicial proceeding that Seller is or may be liable to any Person or Governmental Authority as a result of a Release or threatened Release of any Hazardous Materials from or onto any Real Property or the real property of any Person. Seller has no written agreement with or written commitments to, and to the Knowledge of the Seller, has made no binding oral commitments to, any Governmental Authority relating to the investigation or remediation of any Hazardous Materials at any Real Property or real property of any Person.

(e) To the Knowledge of the Seller, there are no storage tanks subject to regulation pursuant to 329 IAC 9-1-1 or 675 IAC 22-2.4-1, underground or otherwise (whether or not out of service, closed or decommissioned), currently located on the Real Property other than in material compliance with applicable Environmental Laws, and no Governmental Authority has conducted any audits, assessments, tests or other reviews in connection with such storage tanks that, to the Knowledge of the Seller, have not been resolved to the satisfaction of the Governmental Authority.

(f) Except to the extent otherwise expressly mutually agreed in writing by the Parties, Seller has delivered to Purchaser all audits, tests, reports or other reviews, including Phase I and Phase II environmental assessments or subsurface investigations conducted on the Real Property which relate to environmental impact performed by or on behalf of Seller that are in the possession of Seller or of any agent, consultant or other service provider of Seller.

(g) Except as set forth on Schedule 4.14(g), to the Knowledge of the Seller, Seller has not Released any Hazardous Material on or from any Real Property or at any geologically or hydrologically adjoining property, nor are any Hazardous Materials present on or in the ambient air, surface water, ground water, land surface or surface strata at any Real Property, including from any Hazardous Materials contained in barrels, aboveground or underground storage tanks, landfills, land deposits, dumps, equipment (whether movable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Real Property or such adjoining property, or incorporated into any structure therein or thereon, except in each case (1) in material compliance with Environmental Laws; or (2) when resulting from acts authorized by, or in material compliance with an Environmental Permit.

(h) As between Section 4.18 and this Section 4.14, the representations and warranties in Sections 4.07, 4.24 and this Section 4.14 shall control and be exclusive as to compliance with Laws relating to employees and labor relations.

Section 4.15. Licenses and Permits. Schedule 4.15 lists or describes the Licenses and Permits. The Licenses and Permits are all the licenses and permits that are necessary or important for the operation of the System. The Licenses and Permits are in full force and effect. Seller has made true and complete copies of all the Licenses and Permits available to Purchaser. Seller is in compliance with all material terms, conditions and requirements of all Licenses and Permits and no proceeding is pending or, to the Knowledge of Seller, threatened relating to the revocation or limitation of any of the Licenses or Permits.

Section 4.16. Insurance. Schedule 4.16 lists all of Seller's policies of title, liability, fire, casualty, business interruption, workers' compensation, surety bonds and other forms of insurance insuring the properties, assets or operations of the System (collectively, "Policies" and individually, a "Policy"), setting forth the carrier, policy number, expiration dates, premiums, description of type of coverage and coverage amounts. Seller has made true and complete copies of all such policies available to Purchaser. Such policies are in amounts deemed to be adequate by Seller, all premiums with respect thereto are currently paid, such policies are in full force and effect and Seller has not received any notice that any such policy will not be renewed.

Section 4.17. Contracts and Commitments.

(a) With respect to the System, Schedule 4.17 lists all of the following material contracts (collectively, the "Contracts"):

(i) employment, consulting, bonus, deferred compensation, pension, welfare, or retirement agreements and commitments with the Employees;

(ii) bonds, notes, mortgages, contracts, agreements, swaps or other derivatives or commitments for the repayment or borrowing of money by Seller, or for a line of credit including borrowings by Seller in the form of a guarantee of, indemnification for, or agreement to acquire any obligation of others, and all security or pledge agreements related thereto;

(iii) contracts, including management, operating or service agreements, contracts related to ongoing construction, including insurance contracts, surety bonds, architect agreement or consultant agreement, providing for payments in excess of One Hundred Thousand Dollars ($100,000) by Seller in any twelve (12) month period;

(iv) contracts, agreements or commitments containing covenants purporting to limit the freedom of Seller or any Employee to compete in any business or in any geographic area; and

(v) contracts not made in the ordinary course of business, providing for payments by Seller in excess of One Hundred Thousand Dollars ($100,000) in any twelve (12) month period.

(b) Seller has made available to Purchaser true and complete copies of all the foregoing Contracts.

(c) Seller has no liability for debt other than the debt reflected in the Seller's Bonds and Notes.

(d) All of the Contracts are in full force and effect. Seller has not, nor to the Knowledge of Seller has any other party thereto, breached any provision of or defaulted under the terms of, nor does any condition exist which, with notice or lapse of time, or both, would cause Seller, or to the Knowledge of Seller, any other party, to be in default under any Contract.

Section 4.18. Compliance with Law. The System is in material compliance with all applicable Laws. Seller is not in material violation of any Law applicable to the System, its Employees or any of the Acquired Assets, nor is Seller aware that any factual circumstances are reasonably likely to result in such violation.

Section 4.19. Litigation. Except as set forth on Schedule 4.19, (a) there are no claims, actions, suits, proceedings, arbitral actions or investigations pending or, to the Knowledge of Seller, threatened against Seller with respect to the System or any of the Acquired Assets before or by any Governmental Authority; and (b) there are no unsatisfied judgments of any kind against Seller with respect to the System or the Acquired Assets requiring payment in excess of One Hundred Thousand Dollars ($100,000).

Section 4.20. Title to the Acquired Assets and Related Matters. Except with respect to Real Property (the sole representations and warranties for which are contained in Section 4.08), Seller has good and marketable title to all of the Acquired Assets owned by Seller, free and clear of all Liens, subject to the Permitted Liens. With the exception of Nonassignable Assets, Seller has complete and unrestricted power and the right to sell, convey, assign, transfer and deliver the Acquired Assets in the manner described herein, and the deeds and other instruments of assignment and transfer to be executed and delivered by Seller to Purchaser at the Closing, subject to the approvals and consents required to consummate the transactions contemplated by this Agreement subject to the Permitted Liens. Such deeds and other instruments of assignment and transfer will be valid and binding obligations of Seller, enforceable in accordance with their respective terms. All consents necessary to consummate the transactions contemplated by this Agreement have been obtained, or will be obtained on or prior to and be in effect as of the Closing Date, and are or will be when obtained valid and binding upon the Persons giving the same. The Acquired Assets include all properties and assets (real, personal and mixed, tangible and intangible, and all leases, licenses and other agreements) necessary to permit Purchaser to carry on the operation of the System subsequent to the Closing in substantially the manner conducted by Seller.

Section 4.21. No Other Agreements to Sell Assets. Seller does not have any obligation, absolute or contingent, to any other Person to sell any of the Acquired Assets, or to effect any merger, consolidation or other reorganization of Seller or to enter into any agreement with respect thereto.

Section 4.22. **Broker's and Finder's Fees**. No broker, finder, or Person is entitled to any commission or finder's fee by reason of any agreement or action of Seller in connection with this Agreement or the transactions contemplated by this Agreement. Seller agrees to pay when due the fees and expenses of their financial and technical advisors.

Section 4.23. **Occupancy Agreements**. Schedule 4.23 contains a list of all easements, licenses, use agreements and other occupancy agreements for real property granted by third parties to Seller that are Known to Seller and are used or expected to be used in the operation of the System (the "Scheduled Occupancy Agreements"). Seller has made available true and complete copies of all Scheduled Occupancy Agreements to Purchaser. To Seller's Knowledge, Seller is not in breach of or in default under the Scheduled Occupancy Agreements (for which applicable notices have been delivered and cure periods have elapsed) and no party to any Scheduled Occupancy Agreements has given Seller written notice of or made a claim with respect to any breach or default thereunder, nor is Seller aware of any condition that currently exists or with the passage of time will result in a default or breach by any party to a Scheduled Occupancy Agreement. The Parties acknowledge that Seller may own other easements, licenses, use agreements, and other occupancy agreements for real property that are used or expected to be used in the operation or future expansion of the System other than those listed in Schedule 4.23 (the "Unscheduled Occupancy Agreements"). The terms Scheduled Occupancy Agreements and Unscheduled Occupancy Agreements shall collectively be referred to as "Occupancy Agreements."

Section 4.24. **All Material Information**. Seller has not withheld from Purchaser any material facts relating to the Systems or the Acquired Assets. To the Knowledge of Seller, no representation or warranty made herein by the Seller and no statement contained in any certificate or other instrument furnished or to be furnished to Purchaser by the Seller in connection with the transactions contemplated by this Agreement contains or will contain an untrue statement of material fact or omits or will omit to state any material fact necessary in order to make any representation, warranty, or other statement of the Seller not misleading.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser makes only the representations and warranties which are set forth in this Article V. Any disclosure set forth on any particular schedule of the Disclosure Schedules shall be deemed disclosure in reference to all schedules comprising the Disclosure Schedules to which such disclosure is clearly applicable based solely upon such disclosure.

As a material inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser hereby represents and warrants to Seller as follows:

Section 5.01. **Entity Organization**. Purchaser is a limited liability company created and existing pursuant to the Indiana Business Flexibility Act, as amended, created and existing under the laws of the State of Indiana, and has all requisite power and authority to own, lease and operate the Acquired Assets and the System as operated on the Effective Date and to perform its obligations hereunder.

Section 5.02. **Authorization and Validity of Agreement**. Purchaser has all requisite power and authority to execute and deliver this Agreement and all Related Agreements. The execution and delivery of this Agreement and the Related Agreements, the performance of the obligations of Purchaser hereunder and the consummation by Purchaser of the transactions contemplated by this Agreement and the Related Agreements have been duly and validly authorized by all necessary action of the Purchaser's Board and no other proceeding on the part of Purchaser is necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Purchaser and constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms and conditions, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally.

Section 5.03. **No Conflict or Violation**. The execution, delivery and performance of this Agreement by Purchaser upon satisfaction of the conditions set forth herein do not and shall not: (a) violate or conflict with any provision of any governing document of Purchaser; (b) violate any provision of Law, or any order, judgment or decree of any court or other Governmental Authority; or (c) violate or result in a breach of, or constitute (with due notice or lapse of time or both) a default under any contract, lease, loan agreement, mortgage, security agreement, indenture or other agreement or instrument to which Purchaser is a party or by which it is bound or to which any of its properties or assets is subject.

Section 5.04. **Approvals and Consents**. Except as set forth on Schedule 5.04, the execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby will not require any notice to, or consent, authorization or approval from any Person or Governmental Authority or any third party. Except as set forth in Schedule 5.04, any and all notices, consents, authorizations and approvals set forth in Schedule 5.04 have been or prior to the Closing will be made and obtained.

Section 5.05. **Broker's and Finder's Fees**. No broker, finder or other Person is entitled to any commission or finder's fee in connection with this Agreement or the transactions contemplated by this Agreement. Purchaser agrees to pay when due the fees and expenses of its financial and technical advisors.

Section 5.06. **Financial Ability**. Upon satisfaction of the conditions to Closing, absent facts or circumstances that would constitute a breach of a representation or warranty of Seller, and after giving effect to the consummation of the transactions contemplated hereby and the incurrence of any indebtedness in connection therewith, Purchaser will have the financial ability and will have sufficient Working Capital for its needs and anticipated needs to operate the System as a utility system regulated by the IURC.

Section 5.07. **Financing**. Upon satisfaction of the conditions to Closing, absent facts or circumstances that would constitute a breach of a representation or warranty of Seller, at the Closing, Purchaser will have sufficient funds available to consummate the transaction contemplated by this Agreement and to pay expenses related to the transactions contemplated by this Agreement and to generally provide Working Capital for the operations of the System

following the Closing assuring that the residents of the City will receive adequate, safe and reliable water service.

Section 5.08. Independent Decision. Except as expressly set forth in this Agreement, the Disclosure Schedules or any of the Related Agreements, Purchaser acknowledges that (a) neither Seller nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of the System or information provided to Purchaser, and (b) neither Seller nor any other Person shall have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser or Purchaser's use of, any information regarding the System or Acquired Assets that has been furnished or made available to Purchaser and its representatives. Purchaser acknowledges that other than as expressly set forth in this Agreement or any Related Agreement, Seller expressly disclaims any warranty of income potential, operating expenses, costs of operation, or uses or fitness for a particular purpose.

Section 5.09. Disclosure Schedule Matters. Purchaser acknowledges that: (a) the inclusion of any matter on any Disclosure Schedule shall not necessarily be deemed an admission by Seller that such listed matter is material or that such listed matter has or could have a Material Adverse Effect or constitutes a material liability with respect to the Acquired Assets; (b) matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in such Disclosure Schedules; and (c) such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

Section 5.10. WARN ACT. Purchaser has no present plans or intention to carry out, as part of the transaction, any "plant closing" or "mass layoff," as each term is defined in the WARN Act, affecting any site of employment or facility of the System.

ARTICLE VI.
TITLE TO REAL ESTATE; UCC STATEMENTS

Section 6.01. Evidence of Title. Subject to Section 6.10, with respect to all Real Property, Seller shall obtain and deliver to Purchaser within one hundred eighty (180) days after the Effective Date (with the understanding that Seller shall use good faith efforts to obtain the same as soon as reasonably practicable) a commitment for an owner's policy of title insurance on ALTA Owner's Form 2006 (the "Title Commitment"), issued by Chicago Title (the "Title Company"), having an effective date after the Effective Date, and containing such endorsements as Purchaser reasonably requests, to the extent available from the Title Company. The Title Company shall agree to insure, in Purchaser, good, merchantable and marketable title to the fee simple estate in the Real Property for the portion of the Purchase Price allocated to the Real Property. The final title policy or policies for Real Property shall be issued without the standard general exceptions for: (i) rights or claims of parties in possession not shown by the public records, (ii) easements, or claims of easements, not shown by the public records, (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and (iv) any lien, or right to a lien, for services, labor or material theretofore or thereafter furnished, imposed by law and not shown by the public records. If, after exercising reasonable diligence, Seller is unable to obtain each Title Commitment during the time period

specified above, Seller shall have the right to extend such period by written notice to Purchaser for an additional ninety (90) day period.

Section 6.02. Survey and Other Evidence of Boundary. Within one hundred eighty (180) days after the Effective Date, Seller shall obtain and deliver to Purchaser a staked survey of the portions of the Real Property that comprise real property (and any buildings or structures located thereon) made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by the American Land Title Association and the American Congress on Surveying and Mapping in 1999, and including Items 1, 2, 3, 4, 6, 7(a), 8, 10, 11(b), 13 of Table A thereof (collectively, the "Survey"). The Surveys shall be sufficient to permit the Title Company to delete the standard survey-related exceptions from the final title policy, as provided in Section 6.01. The Purchaser and the Seller shall share equally in the costs of obtaining all Surveys. Notwithstanding anything to the contrary in this Section 6.02, Seller shall not have to comply with this Section 6.02 as to a specific Property if Seller (i) delivers to Purchaser and the Title Company a survey of the Property at issue that was completed before the Effective Date (the "Existing Survey") and (ii) agrees to execute an affidavit regarding the accuracy of Existing Survey that is sufficient to cause the Title Company to delete the standard survey exception from the final title policy and to issue an affirmative survey endorsement for the Property at issue (a "Survey Affidavit"). If, after exercising reasonable diligence, Seller is unable to obtain the Survey during the time period specified above, Seller shall have the right to extend such period by written notice to Purchaser for an additional ninety (90) day period.

Section 6.03. Objections to Title.

(a) Objections. Within thirty (30) days after receipt of the later of (i) the Title Commitment (collectively, the "Title Evidence") and (ii) the Survey or the Existing Survey (collectively, the "Boundary Evidence"), whichever is applicable to the Real Property at issue (excluding the Priority Two Property), Purchaser shall give Seller written notice of any of the following shown in or disclosed by the Title Evidence and Boundary Evidence: (1) matters that are unsatisfactory to Purchaser ("Unsatisfactory Exceptions") and (2) any of Seller's requirements shown in the "Requirements" Section of the Title Commitment which must be satisfied by Seller before the Title Company will issue a final title policy for the applicable portion of the Real Property (the "Commitment Preconditions"). Seller shall have the obligation, at its sole cost and expense, to satisfy all Commitment Preconditions prior to Closing.

(b) Seller's Obligation to Cure. Seller shall have the obligation to cure prior to the Closing Date or make arrangements to cure after the Closing Date all Unsatisfactory Exceptions that (i) can be cured without paying money to third parties, (ii) are Liens or (iii) will materially restrict or prevent the use of the Real Property at issue in the operation of the System. Nothing in this Section 6.03 shall be deemed to restrict or modify the Parties' respective obligations after the Closing Date with respect to Real Property or Occupancy Agreements. Any matter disclosed by the Title Evidence or Boundary Evidence to which Purchaser fails to timely object or with respect to which Seller has no obligation to cure pursuant to this Section 6.03(b) shall be deemed a "Permitted Real Property Encumbrance."

(c) Insurable Claims. To the extent any Claim for Damages under Article VIII constitutes an Insurable Claim (as defined herein), Purchaser agrees to assert and pursue with reasonable diligence such Insurable Claim against the Title Company (which shall include commencing litigation and diligently prosecuting such Insurable Claim to judgment) prior to pursuing a Claim for Damages under Article VIII. If at any time following a non-favorable judgment that substantially denies the relief sought by Purchaser from the Title Company in connection with the Insurable Claim (each a "Non-Favorable Judgment"), Purchaser shall be permitted, following such Non-Favorable Judgment, to pursue Seller with a Claim for Damages under Article VIII (any such Claim against Seller following an attempted Insurable Claim against the Title Company being a "Residual Title Claim"). Notwithstanding anything to the contrary in Article VIII, Purchaser shall have the right to assert a Claim for Damages based upon a Residual Title Claim for a sixty (60) day period after the Non-Favorable Judgment. For purposes of this Section 6.03(c), an "Insurable Claim" shall mean a Claim that: (i) arises out of Purchaser's discovery of a title defect or encumbrance with respect to any of the Real Property following the Closing that materially restricts or prevents the use of such Real Property at issue in the operation of the System; and (ii) constitutes a colorable claim against the Title Company under Purchaser's final title policies contemplated by Section 6.01(b) hereof.

Section 6.04. Title Expenses. Whether or not the transaction described by this Agreement is consummated, all costs and expenses of obtaining the Title Commitment, Title Report and the title policy or policies shall be paid by Seller. All costs and expenses for title work for any lender or trustee policy, special coverages and/or endorsements to the Title Commitment and final title policy shall be paid by Purchaser.

Section 6.05. UCC Search; Releases. Within one hundred eighty (180) days after the Effective Date, Seller shall obtain at its expense a Uniform Commercial Code search against Seller covering any of the personal property or fixtures included among the Acquired Assets from the Office of the Secretary of State of Indiana and the Recorder of Hamilton County, Indiana (the "UCC Search"). On or prior to the Closing, Seller shall at its expense obtain releases of any and all security interests in any of the Acquired Assets which are not Permitted Liens on or prior to the Closing. The form of the releases of such security interests shall be provided to Purchaser on or prior to the Closing Date.

Section 6.06. Post-Closing Access Rights. If at any time before, on or after the Closing, Seller or Purchaser determines that as a result of the transfer of the Acquired Assets that (i) they or their Affiliates are, or will likely be, unable to access any Real Property in the same manner as before the Closing; and (ii) access to such Real Property is necessary for a Party to properly and effectively operate any other assets owned, licensed or leased by it or any of its Affiliates, then the other Party hereby agrees to grant to the requesting Party or its Affiliates, as applicable, a right of entry and access so that the requesting Party can access the Real Property at issue; provided that such entry and access rights shall not materially interfere with the current use or contemplated use of the granting Party's property (collectively, the "Access Rights"). As soon as reasonably practicable after the request for Access Rights, the granting Party shall deliver to the requesting Party a legal document granting Access Rights in form and substance reasonably acceptable to Seller and Purchaser and in recordable form. A grant of Access Rights shall be free of charge to the requesting Party, and each Party shall bear its own costs incurred

with respect to memorializing the Access Rights as contemplated in this Section 6.06. The obligations and rights of the Parties under this Section 6.06 shall survive the Closing.

Section 6.07. Occupancy Agreements. Seller shall use commercially reasonable efforts to obtain any required consents or satisfy any preconditions necessary to transfer the Scheduled Occupancy Agreements prior to the Closing Date. If after the Closing Date, Purchaser determines that a third-party consent or precondition must be satisfied in order to transfer an Unscheduled Occupancy Agreement, Seller shall obtain such third-party consent or satisfy such precondition and execute any documents necessary to effectuate such transfer pursuant to Seller's obligations in Section 2.05.

Section 6.08. Unscheduled Real Property. The Parties acknowledge that Seller may own interests in or have the legal right to use or occupy the Real Property that is necessary or essential to the operation of the System and that is not specifically identified in Schedule 4.08, Schedule 4.23 or Schedule 6.10 (collectively, the "Unscheduled Real Property"). In the event the Parties discover prior to or after the Closing Date, one or more parcels of Unscheduled Real Property, the discovering party shall give written notice of such discovery to the non-discovering party. In addition to its obligations in Section 2.05, Seller shall have the obligation to convey, assign or otherwise transfer any rights to each parcel of Unscheduled Real Property in such a manner as to provide Purchaser with reasonable assurances that it shall have the right to use or occupy the Unscheduled Real Property at issue as it was used by Seller as of the Effective Date. Any sums that Seller pays to third parties to satisfy its obligations under this Section 6.08 shall be subject to the limitations described in Section 8.05. The obligations and rights of the Parties under this Section 6.08 shall survive the Closing.

Section 6.09. Public Access to Real Property. To the extent Seller has granted, permitted or allowed the public access to any of the Real Property prior to the Closing Date, Purchaser shall continue to permit or allow similar public access to the applicable Real Property after the Closing, provided that Purchaser shall have the right to modify, restrict or deny such public access rights if Purchaser, in its reasonable good faith discretion, determines that doing so is necessary for the prudent operation, safety or security of the System.

Section 6.10. Priority Two Property. The Real Property described in Schedule 6.10 shall be defined as "Priority Two Property." With respect to the Priority Two Property, Seller shall only be required to satisfy the requirements set forth or referenced in Schedule 6.10.

ARTICLE VII.
OTHER AGREEMENTS

Section 7.01. Taxes. Seller shall pay any and all Taxes, if any, arising out of the ownership of the Acquired Assets and out of the operation of the System before the Closing. Any special assessments on the Real Property incurred prior to the Closing Date, whether or not currently due and payable, shall be paid by Seller in accordance with their terms.

Section 7.02. Cooperation on Tax Matters. Seller shall furnish or cause to be furnished to Purchaser, as promptly as practicable, whether before or after the Closing Date, such

information and assistance relating to the System as is reasonably necessary for the preparation and filing by Purchaser of any filings relating to any Tax matters.

Section 7.03. Files and Records. After the Closing Date, upon reasonable notice and during normal business hours, Seller shall provide access to Purchaser and its attorneys, accountants and other representatives, at Purchaser's expense, to Files and Records that remain in Seller's possession as Purchaser may reasonably deem necessary to properly prepare for, file, prove, answer, prosecute, and/or defend any such return, filing, audit, protest, claim, suit, inquiry or other proceeding.

Section 7.04. Employee Matters.

(a) Purchaser shall, or shall cause an Affiliate of Purchaser to, offer employment effective on the Closing Date, to the Employees set forth in Schedule 7.04(a), subject to Purchaser's existing standard hiring policies and procedures applicable to new employees, except with respect to benefits as otherwise provided in Section 7.04(c). The Employees who accept such employment and commence employment on the Closing Date, shall be referred to in this Agreement as the "Transferred Employees." Purchaser may also interview Seller's management employees with knowledge of the System for possible hiring in Purchaser's sole discretion. Should Purchaser offer employment to any such management employees in its sole discretion, Seller shall not directly or indirectly prevent such employment with Purchaser and shall release any such employees from any applicable restrictive employment covenants or non-competition agreements without penalty.

(b) Transferred Employees shall be employees-at-will of Purchaser. Purchaser shall provide each Transferred Employee compensation and benefits which are substantially comparable to the compensation and benefits then provided to similarly situated employees of Purchaser. Nothing in this Agreement shall require Purchaser to provide any particular form or type of employee benefit program, plan or policy to any Transferred Employee as a result of the transactions contemplated by this Agreement.

(c) With respect to any employee benefit plan maintained by Purchaser or an Affiliate of Purchaser for the benefit of any Transferred Employee, effective as of the Closing, Purchaser shall, or shall cause its Affiliate to, recognize all service of the Transferred Employees with Seller, as if such service were with Purchaser for eligibility and vesting purposes (but Purchaser shall not be required to recognize such service for purposes of benefit accruals under Purchaser's defined benefit plan).

(d) Effective as of the Closing, the Transferred Employees shall cease active participation in the Seller's Benefit Plans. Seller shall remain liable for all eligible claims for benefits under the Seller's Benefit Plans that are incurred by the Employees prior to the Closing Date. Except as provided in Section 7.04(e), Seller shall remain liable to make any contributions to Seller's Benefit Plans related to, and/or to fund any retirement benefits accrued by, the Transferred Employee prior to Closing, including without limitation for making any contributions due to PERF related to the Transferred Employee's employment with Seller. For purposes of this Agreement, the following claims shall be deemed to be incurred as follows: (i) life, accidental death and dismemberment, short-term disability, and workers' compensation

insurance benefits, on the event giving rise to such benefits; (ii) medical, vision, dental, and prescription drug benefits, on the date the applicable services, materials or supplies were provided; and (iii) long-term disability benefits, on the eligibility date determined by the long-term disability insurance carrier for the plan in which the applicable Employee participates.

(e) Seller shall initiate and complete the process set forth in IND. CODE § 5-10.3-6-8 to withdraw the Transferred Employees as a departmental, an occupational, or other definable classification of employees from participation in PERF effective as of the Closing. To the extent that Seller is assessed any additional funding obligations pursuant to IND. CODE § 5-10.3-6-8(d) or (e) with regard to the Transferred Employees that is not attributable to unpaid contributions to PERF that related to the Transferred Employees' service with Seller, Purchaser shall reimburse Seller for such additional funding up to One Million and No/100 Dollars ($1,000,000.00) ("Pension Liability Cap").

(f) This Section 7.04 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 7.04 express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 7.04. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The Parties hereto acknowledge and agree that the terms set forth in this Section 7.04 shall not create any right in any Transferred Employee or any other Person to any continued employment with Purchaser or any of its Affiliates or compensation or benefits of any nature or kind whatsoever, and shall not be deemed to restrict Purchaser in the exercise of its independent business judgment in establishing or modifying any of the terms or conditions of the employment of the Transferred Employees.

(g) Notwithstanding anything in this Agreement to the contrary, it is expressly understood that Purchaser will not acquire any asset, or assume any liability or obligation in connection with the transaction contemplated by this Agreement relating to any of the Seller's Benefit Plans, Seller's Qualified Benefit Plans or Contracts described in Section 4.17(a)(i) of this Agreement. Seller shall be solely responsible for any liability, funding obligation, claim or expense arising from the Seller's Benefit Plans, Seller's Qualified Benefit Plans or Contracts described in Section 4.17(a)(i) of this Agreement, both prior to, and after, the Closing Date, except as provided in Section 7.04(c).

(h) Seller shall comply with the requirements of COBRA, and shall provide continuing health benefit coverage as described under COBRA to all persons who are "M&A qualified beneficiaries" (as described in IRS Regulation Section 54.4980B-9, Question and Answer 4) with respect to transactions contemplated under this Agreement.

Section 7.05. System's Service to Seller. After the Closing, subject to the initial approval and ongoing jurisdiction of the IURC and Purchaser's ability to recover the cost of providing such services through rates, to the extent Seller and its Affiliates receive services of the System after the Closing that are the same or similar to the services Seller and its Affiliates received before the Closing, Seller and its Affiliates shall purchase or receive such services of the System in the same manner and at the same cost as Seller and its Affiliates received prior to the Closing, which services and related charges are set forth on Schedule 7.05.

Section 7.06. Right of First Refusal; IURC Regulation. Purchaser hereby acknowledges and agrees that:

(a) The System will be subject to IURC jurisdiction and Purchaser shall not withdraw or attempt to withdraw the System from IURC regulation over rates and charges and terms and conditions of service.

(b) Purchaser shall not sell the System for ten (10) years following the Closing (the "Restriction Period").

(c) If, after the Restriction Period, Purchaser, for any reason, elects to sell or dispose of the System, the City shall have a right of first refusal to purchase the System at its then fair market value.

Section 7.07. Future Rates. Purchaser shall seek adoption of rates and charges set forth in Schedule 7.07 and so long as adopted by the IURC shall not seek additional rates during that period, subject to unforeseen circumstances and developments, unanticipated regulatory conditions or compliance costs, any need for emergency rate relief under IND. CODE § 8-1-2-113, necessary increases in rates to avoid a default under coverage or other covenants of Purchaser set forth in any applicable bond indenture or agreement and such other exceptions as shall be mutually agreed by the Parties. To the extent Purchaser is entitled to seek rate relief under this Section 7.07 or otherwise with respect to one of the Systems, it shall also have the right to do so with respect to the other System. Neither this Section nor the rates and charges set forth in Schedule 7.07 shall preclude Purchaser from seeking or obtaining approval of a distribution system improvement charge under applicable Law or deferred accounting authorizations.

Section 7.08. Use of and Repair of Public Rights of Way. In using public rights of way in the operation and maintenance of the System, subject to IND. CODE § 8-1-2-101, Purchaser agrees to comply with all applicable Laws of the City of such rights of way, except to the extent such Laws of the City alter the agreements embodied in this Agreement or any Related Agreement. Except as otherwise provided in this Agreement, Purchaser shall be required to make payments to Seller and its Affiliates for construction and System-related fees, licenses, permits, assessments and other similar charges in the same manner other persons doing business in the City make payments for such fees, licenses, permits, assessments and other similar charges. In the event that Purchaser in operating, maintaining, and extending the System installs or repairs facilities in public rights of way, including but not limited to roads or sidewalks, Purchaser shall comply with all applicable Laws (except to the extent any such Laws of the City alter the agreements embodied in this Agreement or any Related Agreement) with respect to restoration of such rights of way, including but not limited to roads and sidewalks (subject to any reimbursement provided or allowed by federal, state or local Laws, including, but not limited to such reimbursement with respect to the U.S. 31 Project), subject to IND. CODE § 8-1-2-101. The Parties acknowledge that Purchaser and Seller may plan construction projects that could be more efficiently implemented if the Purchaser and Seller cooperate with respect to scheduling and implementation of such projects. Each of Purchaser and Seller agrees to use its commercially reasonable efforts to cooperate with each other in scheduling and implementing any construction that may affect both the System and the City's assets.

Section 7.09. MBE/WBE/VBE Opportunities. To the extent consistent with applicable Law, Purchaser will establish policies and procedures designed to provide minority business enterprises ("MBEs"), women-owned business enterprises ("WBEs"), veteran-owned business enterprises ("VBEs") and local firms the maximum practicable opportunity to compete for work related to the System. Purchaser shall recognize certification of at least the following: State of Indiana; Indiana Minority Supplier Development Council; and Women's Business Enterprise National Council.

Section 7.10. Compliance with Applicable Laws; Cooperation with the City. Because of the City's dependence upon a reliable, adequate and safe water supply, during the time Purchaser owns and operates the System, Purchaser and Seller agree to cooperate with each other with respect to the System, and Purchaser shall:

(a) Comply in all material respects with all applicable federal and state laws relating to the System; and

(b) Provide a quarterly and annual report to the City Council and the Mayor related to customer complaints, the specific format of which shall be agreed upon by the Parties and set forth on Schedule 7.11;

(c) Promptly furnish its annual capital plan to the City Council and the Mayor;

(d) Permit City designees to participate in Citizens Service Advisory Board; and

(e) Cooperate with the City in Purchaser's establishment and implementation of a coordinated emergency preparedness program and a coordinated safety program for the System and the City.

Section 7.11. Seller's Utility Plant. Seller's Utility Plant for the System as of Closing shall be Forty Eight Million Five Hundred Seventy Six Thousand Dollars ($48,576,000). In the event Seller's actual Utility Plant at Closing does not equal the above-stated amount, the Purchase Price shall be adjusted, as follows: (a) to the extent Seller's actual Utility Plant as of Closing is less than the above-stated amount, the Purchase Price shall be adjusted in the amount and reduced in the manner and pursuant to the procedure set forth in Schedule 7.12, and (b) to the extent Seller's actual Utility Plant as of Closing is greater than the above-stated amount, the Purchase Price shall be adjusted in the amount and increased in the manner and pursuant to the procedure set forth in Schedule 7.12.

Section 7.12. Capital Plan. Seller and Purchaser shall agree upon a Capital Plan to include all capital expenditures between the date of this Agreement and Closing and Seller shall comply with such Capital Plan except to the extent otherwise expressly provided in writing by Purchaser. The Capital Plan shall include the capital expenditures referenced in Schedule 7.13 and in any event, shall include any and all capital expenditures to maintain the System in the ordinary course of business consistent with industry standards, notwithstanding any adjustment contemplated in Section 7.12.

Section 7.13. Lagoon Option. Seller hereby grants to Purchaser at Closing an option to purchase all or any portion of the Lagoon (the "Lagoon Option"), in a form mutually agreeable

to the Parties. Prior to Closing, pursuant to due diligence, Purchaser will determine whether the Lagoon or a portion of the Lagoon is necessary, important useful or otherwise desirable, to operate the System (the "Purchased Lagoon"). The Parties hereby agree that the terms and conditions of the Lagoon Option are the following:

(a) Purchaser shall exercise the Lagoon Option by a written notice to Seller specifying whether all or a portion of the Lagoon will be purchased (the "Option Exercise Notice") at any time after the Effective Date;

(b) the Lagoon Option shall expire one (1) year after the Closing;

(c) the closing of the purchase and sale of the Purchased Lagoon contemplated by the Lagoon Option shall be consummated either upon Closing of the other transaction contemplated by this Agreement, or not later than sixty (60) days after the date of the Option Exercise Notice as specified by Purchaser;

(d) the consideration to be paid by Purchaser for the Purchased Lagoon shall be the assumption of liabilities related to the Purchased Lagoon to the extent such liabilities would meet the definition of "Assumed Liabilities" in this Agreement if the Lagoon were an "Acquired Asset"; and

(e) the Purchased Lagoon shall be conveyed to Purchaser subject to representations warranties and indemnities substantially similar to those for other property conveyed under this Agreement and as otherwise agreeable to the Parties.

Section 7.14. Billing Services. Purchaser agrees to provide billing and collection services for the City's customers of its stormwater system and trash services for the five-year period beginning on the Closing Date (the "Billing Services"). As consideration for the Billing Services, the City will reimburse Purchaser its verifiable costs incurred for providing the Billing Services pursuant to an agreement agreed upon by the City and Purchaser in substantially the form attached as Exhibit D (the "Billing Services Agreement").

Section 7.15. Public Works Building Lease. On and after Closing, Purchaser agrees to lease from the City a portion of the Public Works Building for its use in the operations of the System pursuant to a capital lease in the form and substance reasonably acceptable to both Purchaser and Seller.

ARTICLE VIII.
DISPUTE RESOLUTION; INDEMNIFICATION

Section 8.01. Survival. All representations and warranties contained in this Agreement shall survive for a period of eighteen (18) months after the execution, delivery and performance of this Agreement, notwithstanding any investigation conducted at any time, except that: (a) representations and warranties made in any of Section 4.07 (Tax Matters), Section 4.12 (Employee Benefit Plans) and 4.14 (Environmental Compliance) shall survive until the expiration of the statutory period of limitations applicable to the subject matter addressed in each Section; and (b) representations and warranties made in Section 4.01 (Power), Section 4.02 (Authorization and Validity of Agreement), the second sentence of Section 4.08 (Title to Real

Property), Section 5.02 (Authorization and Validity of Agreement) and Section 4.20 (Title to Acquired Assets) will not expire.

Section 8.02. Dispute Resolution.

(a) Any and all disputes relating in any way to the creation, interpretation, operation, performance, breach or enforcement of this Agreement, including but not limited to any challenge to the validity or legality of this Agreement under any state or federal law, (the "Dispute") that cannot be resolved in the ordinary course of business shall be resolved exclusively pursuant to this dispute resolution process, except as otherwise provided in Section 7.09. Time is of the essence with respect to resolving any such Dispute under this Agreement.

(b) The Parties hereby agree that certain Disputes which arise after the Closing which would have a financial impact to any Party of less than Five Hundred Thousand Dollars ($500,000) will be referred to an independent panel with expertise in the subject area of the applicable Dispute (for example, financial, real estate) (each, a "Standing Panel"). Each Standing Panel shall have final, binding, non-appealable authority to resolve any dispute referred to it, and each of the Parties hereby agrees to be bound by the decisions of each Standing Panel. Prior to the Closing, the Parties will agree to the subject matter which will be referred to the Standing Panels, the composition of each Standing Panel and the scope of each Standing Panel's authority. In the event the Parties are unable to agree on the identity of a Standing Panel, Seller shall select one (1) member of such Standing Panel, Purchaser shall select one (1) member of such Standing Panel, and those two (2) individuals will select a third (3rd) member of such Standing Panel. The Parties hereby agree to the Standing Panels set forth in Schedule 8.02(b). In the event the Parties are unable to agree on the subject matter to be referred to a Standing Panel or the Standing Panels, or the authority of a Standing Panel or the Standing Panels, such disagreement shall be a Dispute not subject to this Section 8.02(b) and shall be subject to the other provisions described in this Section 8.02.

(c) Except as provided in this Section, and as a prerequisite before any proceeding regarding a Dispute is initiated in a court or in arbitration, the following mandatory dispute resolution process shall be followed:

(i) Service of Notices. All notices required or allowed under this Section shall be served as provided for in Section 15.07 of this Agreement with copies as provided for in Section 15.07.

(ii) First Notice of Claim. Any Dispute shall first be set forth in writing in a "First Notice of Claim" which shall state the exact nature of the claims, the applicable dates relative to the dispute, the precise amount of any dollar amount at issue, the identification of any specific applicable documents that are alleged to govern the dispute, the names of any individuals involved in the Dispute, the identification of any relevant third parties to the Dispute, any other information that will help facilitate the prompt resolution of the Dispute, and a proposed resolution (the "Proposed Resolution").

(iii) Response. Within seven (7) calendar days of receipt of any First Notice of Claim, the Party receiving the First Notice of Claim shall respond in writing to the First

Notice of Claim either with an Acceptance of the Proposed Resolution or with a response (the "Response") which shall include any additional information not included in the First Notice of Claim that will facilitate the prompt resolution of the Dispute and a counterproposal (the "Counterproposal").

(iv) Face-to-Face Meeting. If a Counterproposal is provided, the Party serving the Counterproposal shall arrange for a face-to-face meeting (the "Face-to-Face Meeting") to be held within ten (10) calendar days of the service of the Counterproposal. Each Party shall send to the Face-to-Face Meeting a Person with authority to negotiate and resolve the dispute, subject to any board approval that is otherwise required. The Parties shall negotiate in good faith to resolve such Dispute promptly by negotiation. All negotiations pursuant to this Section 8.02(c) shall be deemed confidential and, with respect to claims involving litigation or anticipated litigation with third parties, shall be treated as compromise and settlement negotiations pursuant to the Federal Rules of Civil Procedure or other applicable rules of civil procedure.

(v) Top Executive Negotiation. If the Parties are unable to resolve a dispute at the Face-to-Face Meeting, the Dispute shall be referred to and resolved by the CEO, President or another top executive of Purchaser, and the Mayor or Mayor's Chief of Staff of the City (the "Designated Parties") depending on the nature of the Dispute (the "Top Executive Negotiation"). The First Notice of Claim, Response and all information relevant to the Dispute shall be provided to the Designated Parties who shall meet and confer within ten (10) Business Days in a final effort to resolve the Dispute.

(vi) Independent Mediator. The Parties may choose to engage an independent mediator to assist in the negotiations of the Face-to-Face Meeting or the Top Executive Negotiation, and the Parties may adjourn any meeting, as necessary, to facilitate any resolution. Any resolution shall be immediately reduced to writing and signed and dated by the Party representative with the authority to execute the resolution and engage the mediator, if any.

(vii) Failure to Resolve Dispute. If the Parties are unable to resolve the Dispute through this mandatory process, then any Party may proceed immediately to binding arbitration. If any Party fails for any reason to participate in any part of the mandatory dispute resolution process, then the other Party may proceed immediately to binding arbitration or may seek an injunction in court to require the other Party to participate in the mandatory dispute resolution proceeding.

(d) The binding arbitration procedures shall be as follows:

(i) An arbitration process to decide any Dispute under this Agreement shall be initiated by providing a written demand for arbitration (the "Arbitration Demand") to the Person designated to receive notice under Section 15.07 with a courtesy copy sent by hand delivery or next day delivery with a courtesy electronic copy to the Person designated to receive a copy in Section 15.07. Any Arbitration Demand shall state specifically the nature of the claim(s), the relevant time periods, the relevant and controlling document(s), if any, the names of any relevant known witnesses associated

with either of the parties, the identification of any third parties that may be relevant to the dispute, a specific dollar amount alleged to be owing, if any, and any other specific information that may be necessary to define the nature of the dispute. The Party receiving the Arbitration Demand shall provide a written response (the "Arbitration Response") within ten (10) calendar days after receiving the Arbitration Demand. The Arbitration Response may be a simple denial or may set forth in writing any counterclaims including the same type of information required in an original Arbitration Demand. If an Arbitration Response includes any counterclaims, then the Party originally demanding the arbitration may reply within ten (10) calendar days after receiving the Arbitration Response. If any Party fails to respond to any claim or counterclaim, the Party shall be deemed to deny the demand. No claims or counterclaims may be added to the arbitration without the written approval of the arbitration panel.

(ii) Any Dispute submitted to arbitration shall be decided by a single arbitrator unless the Parties are unable to agree upon a single arbitrator, or within five (5) calendar days of the date when an Arbitration Response is served or due (if no Arbitration Response is served), any Party demands that the Dispute be decided by a panel of three (3) arbitrators. If the Parties are unable to agree on a single neutral arbitrator within fifteen (15) days when an Arbitration Response is served or due (if no Arbitration Response is served), then each Party shall then have an additional ten (10) calendar days to appoint one arbitrator and the two appointed arbitrators ("Arbitrators") shall within ten (10) calendar days appoint a third, neutral arbitrator (the "Neutral Arbitrator"). The Arbitrators and the Neutral Arbitrator shall serve as a panel of three (3) arbitrators (the "Panel") which shall jointly decide all issues. The Neutral Arbitrator shall be a lawyer who has been engaged in the practice of law for at least fifteen (15) years with experience in commercial disputes involving public utilities. The Party appointing an Arbitrator shall pay all of the fees and expenses of that Arbitrator, in each case, and the fees and expenses of the Neutral Arbitrator shall be paid in equal shares by the Parties, unless the Arbitration Award provides differently. If for any reason a Neutral Arbitrator cannot be selected by agreement, either Party may petition a court of competent jurisdiction for the appointment of a Neutral Arbitrator.

(iii) The arbitration shall be held at a neutral location in Indianapolis, Indiana as soon as possible and in any event shall commence within ninety (90) calendar days after the selection of the sole arbitrator or Neutral Arbitrator. The arbitration may be adjourned as necessary as determined by the sole arbitrator or the Panel presiding over the arbitration.

(iv) Each Party shall have the right to engage in reasonable pre-arbitration discovery in the form of requests for production of documents and depositions as allowed by the arbitration panel. Presentation of the case shall include: opening statements, testimony of necessary witnesses, stipulated or properly authenticated documents and closing statements. No documents may be submitted as evidence unless the documents have been provided to the opposing party in advance of the arbitration as allowed by the arbitrators' panel. Either Party may demand that a transcript of the hearing be prepared. If such a demand is made, then the Parties shall pay in equal shares for the cost of the transcript.

(v) The Panel shall issue a reasoned decision within thirty (30) days of the conclusion of the arbitration and the decision shall include written findings of fact and any conclusions of law. Indiana law shall be used by the Panel to decide all questions and claims that are a part of the Disputes, notwithstanding any choice of law provisions to the contrary. The Panel shall have the authority to order the losing party to pay some or all or the fees, costs, or expenses (such as expenses for expert witnesses, deposition transcripts, travel, etc.) of the arbitration proceeding to the prevailing party as part of the arbitration award (the "Arbitration Award"). The Panel shall not have the authority to award any incidental, consequential or punitive damages to any party, but may order interest at the statutory rate. The Arbitration Award shall be final and binding on the Parties, except that either Party may, within ten (10) days of the Arbitration Award request the Panel for a reconsideration of the any issue if it appears from Arbitration Award that an Indiana law has been incorrectly interpreted or applied or it appears from the reasoned decision that any monetary award was incorrectly calculated. Otherwise, any Party may appeal an Arbitration Award only as provided in the Indiana Uniform Arbitration Act or the Federal Arbitration Act. The Arbitration Award may be enforced in any court having proper jurisdiction over the Parties and the subject matter.

(e) Any Party may initiate an action in court (i) for injunctive relief if the injunctive relief is deemed necessary to preserve the status quo and to prevent irreparable harm from occurring before or during the pendency of the arbitration, or (ii) to enforce the mandatory dispute resolution provisions or the arbitration required in this Section, or (iii) to obtain the subpoena power of the court if necessary to compel witnesses at a deposition or at the arbitration, or to obtain allowed documents, (iv) to obtain assistance in the appointment of an arbitrator, or (v) to enforce any arbitration award. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in a state or federal court located in Hamilton County or Marion County, Indiana, as applicable, and all objections as to personal jurisdiction and venue are waived, except an action to subpoena a witness or to obtain documents in a foreign jurisdiction may be filed in the county where the Person or documents are located. The fees, costs and expenses of seeking or defending a claim for injunction, or obtaining the assistance of any court in discovery or enforcement may be added to the allowed recovery in any arbitration related to the subject matter of the injunction.

Section 8.03. Indemnification by Seller. To the maximum extent permitted by applicable Law, Seller agrees to indemnify, defend and hold harmless Purchaser and its successors and Affiliates, and their respective employees, officers, directors, trustees and agents (the "Purchaser Indemnified Persons"), from and against any and all claims for Damages (each a "Claim") arising from or relating to: (a) any breach of the representations and warranties in this Agreement or any Related Agreement (except for any breach of the representation and warranty set forth in Section 4.14(a)(i)), as to which Seller shall not be obligated to pay any amount to Purchaser or a third party, but shall otherwise hold Purchaser harmless); (b) the nonfulfillment of any of the covenants or agreements of Seller contained in this Agreement or any Related Agreement other than the covenant in Section 7.12; (c) subject to Sections 8.07 and 8.08, any Excluded Liability; (d) any investigation, civil, criminal or administrative action with respect to the Seller's Benefit Plans (including without limitation, any claim for benefits under a Seller Benefit Plan by any personnel of Seller); (e) any COBRA obligation of Seller arising from any qualifying event as defined under COBRA occurring before the Closing Date; (f) any

Environmental Claim arising or existing prior to the Closing; and (g) any and all actions, suits, investigations, proceedings, demands, assessments, audits and judgments arising out of any of the foregoing; provided, however, the obligations of Seller under this Section 8.03 with respect to noncompliance with Section 7.13 and Seller's Capital Plan shall be determined after taking into account any and all adjustments under Section 7.12.

Section 8.04. Indemnification by Purchaser. To the maximum extent permitted by applicable Law, Purchaser agrees to indemnify, defend and hold harmless Seller and its successors and Affiliates and their respective employees, officers, directors, trustees and agents (the "Seller's Indemnified Persons") from and against any and all Claims arising from or relating to: (a) any breach of the representations and warranties in this Agreement or any Related Agreement; (b) the nonfulfillment of any of the covenants or agreements of Purchaser contained in this Agreement or any Related Agreement; (c) any Assumed Liability; or (d) any and all actions, suits, investigations, proceedings, demands, assessments, audits and judgments arising out of any of the foregoing. Purchaser shall not be obligated under this Section 8.04 with respect to any matter to the extent Seller is obligated to indemnify, defend or hold harmless Purchaser therefrom under this Agreement or any Related Agreement.

Section 8.05. Procedure.

(a) Promptly (and in any event within fifteen (15) days after the service of any citation or summons) after acquiring Knowledge of any Claim for which one of the Parties hereto (the "Indemnified Party") may seek indemnification against another Party (the "Indemnifying Party") pursuant to this Article VIII, the Indemnified Party shall give written notice thereof to the Indemnifying Party. Failure to provide written notice shall not relieve the Indemnifying Party of its obligations under this Article VIII except to the extent that the Indemnifying Party demonstrates actual damage caused by that failure. The Indemnifying Party shall have the right to assume the defense of any Claim with counsel reasonably acceptable to the Indemnified Party upon delivery of written notice to that effect to the Indemnified Party. If the Indemnifying Party, after written notice from the Indemnified Party, fails to take timely action to defend the action resulting from the Claim, the Indemnified Party shall have the right to defend the action resulting from the Claim by counsel of its own choosing, but at the cost and expense of the Indemnifying Party. The Indemnified Party shall have the right to settle or compromise any Claim against it, and, as the case may be, recover from the Indemnifying Party any amount paid in settlement or compromise thereof, if it has given written notice thereof to the Indemnifying Party and the Indemnifying Party has failed to take timely action to defend the same. The Indemnifying Party shall have the right to settle or compromise any claim against the Indemnified Party without the consent of the Indemnified Party provided that the terms of the settlement or compromise provide for the unconditional release of the Indemnified Party and require the payment of monetary damages only.

(b) Upon satisfaction of a Claim by the Indemnifying Party pursuant to this Article VIII, the Indemnified Party shall deliver to the Indemnifying Party such documents as the Indemnifying Party may reasonably request assigning to the Indemnifying Party any and all rights, to the extent the Indemnified Party has been indemnified, that the Indemnified Party may have against third parties with respect to the Claim for which indemnification was received.

(c) Other than as provided in Section 8.06, in no event shall the aggregate amount due for Damages under this Agreement and the Wastewater Agreement, to Purchaser and any Purchaser Indemnified Person (as defined in this Agreement and the Wastewater Agreement, as applicable) exceed Nine Million One Hundred Thousand Dollars and No/100 ($9,100,000.00) (the "Liability Cap").

(d) In the event any indemnification Claim involves the claim of any third party, the Indemnified Party shall cooperate (and shall cause its Affiliates to cooperate) with the Indemnifying Party in the defense of any such Claim. Without limiting the generality of the foregoing, the Indemnified Party shall furnish the Indemnifying Party with such documentary or other evidence as is then in its or any of its Affiliates' possession as may be reasonably requested by the Indemnifying Party for the purpose of defending against such Claim. Whether or not the Indemnifying Party chooses to defend or prosecute any Claim involving a third party, all the Parties shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearing, trials and appeals, as may be reasonably requested in connection therewith.

(e) The Escrow Deposit shall be used to satisfy Seller's indemnification obligations under both this Agreement and the Water Purchase Agreement. To the extent that Purchaser (or an Affiliate) is owed any amount under this Article VIII or under the Water Purchase Agreement, Purchaser and its Affiliates shall first be entitled to recover such amount from the Escrow Deposit in accordance with the Escrow Agreement, and thereafter from Seller in immediately available funds.

Section 8.06. Limitations on Indemnification Obligations.

(a) Other than as provided in this Section 8.06, neither Purchaser nor Purchaser Indemnified Persons shall be entitled to indemnification pursuant to Section 8.03(a) of this Agreement (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Damages incurred by Purchaser or such Purchaser Indemnified Persons (as defined in this Agreement or the Water Purchase Agreement, as applicable) under this Agreement and the Water Purchase Agreement exceeds Two Hundred Fifty Thousand Dollars and No/100 ($250,000.00) in the aggregate (the "Threshold Amount"), in which case the Indemnifying Party (as defined in this Agreement or the Water Purchase Agreement, as applicable) shall then be liable for Damages in excess of the Threshold Amount.

(b) Other than as provided in this Section 8.06, neither Seller nor Seller's Indemnified Persons shall be entitled to indemnification pursuant to Section 8.04(a) of this Agreement (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Damages incurred by Seller and Seller's Indemnified Persons (as defined in this Agreement or the Water Purchase Agreement, as applicable) under this Agreement and the Water Purchase Agreement exceeds the Threshold Amount, in which case the Indemnifying Party (as defined in this Agreement or the Water Purchase Agreement, as applicable) shall then be liable for Damages in excess of the Threshold Amount.

(c) Other than as provided in this Section 8.06, the cumulative, combined, aggregate indemnity obligation or liability for Damages of Seller pursuant to this Agreement shall not exceed the Liability Cap.

(d) The Threshold Amount and the Liability Cap shall not apply to Seller's obligations to indemnify (i) pursuant to 8.03(c) due to failure to pay or discharge an Excluded Liability, (ii) to the extent due to an intentional breach of any agreement or covenant contained in this Agreement, (iii) if related to a Claim for breach of a representation under Section 4.01 (Power), Section 4.02 (Authorization and Validity of Agreement), Section 4.07 (Tax Matters), the second sentence of Section 4.08 (Title to Real Property), Section 4.12 (Employee Benefit Plans) or Section 4.20 (Title to Acquired Assets), (iii) for a Claim arising out of the intentional breach of any agreement or covenant in this Agreement, fraud or willful misconduct of Seller.

(e) The rights of Seller set forth in this Article VIII shall be the sole and exclusive remedy available to Seller for any Claim for Damages pursued under this Agreement.

(f) The rights of Purchaser set forth in this Article VIII shall be the sole and exclusive remedy available to Purchaser for any Claim for Damages pursued under this Agreement.

(g) For purposes of calculating the amount of Damages incurred by the Indemnified Party arising out of or resulting from any breach of, a representation, covenant, or agreement by any Party hereto, the references to a "Material Adverse Effect" or materiality shall be disregarded.

Section 8.07. **Tort Claims**. Purchaser shall reimburse the Seller for Damages related to any Tort Claims. The procedures for the Seller's defense of such Tort Claims shall be detailed in the Transition Services Agreement.

Section 8.08. **Indemnified Claims**. Seller, pursuant to subparagraph (g) of the definition of "Excluded Liability" have agreed to retain certain indemnification and insurance rights thereunder; provided that Purchaser shall hold Seller harmless with respect to any resulting Damages and Purchaser shall pay on behalf of the Seller, any cost, expense, liability or Damages as a result of the assertion of any indemnification right. In furtherance of the foregoing, Purchaser shall either assume and assert such claim or, if the Seller asserts such claim, pay any Damages on an "as incurred" basis. The procedures for implementing this Section 8.08 shall be further detailed in the Transition Services Agreement.

ARTICLE IX.
PRE-CLOSING COVENANTS OF THE SELLER

Section 9.01. **Operation of the System**. Subject to Section 7.13, Seller covenants and agrees that between the Effective Date and the earlier of the Closing or the termination of this Agreement in accordance with the terms hereof, Seller shall use commercially reasonable efforts to conduct the System only in the ordinary course of business in accordance with past practices and procedures and use commercially reasonable efforts to maintain the business and assets of the System, including the Acquired Assets, unless otherwise approved by Purchaser.

Section 9.02. **Prior Purchaser Approval**. Except as permitted in this Agreement or a Related Agreement, prior to Closing, Seller shall not, without the prior written consent of Purchaser:

(a) dispose of or incur material liabilities with respect to, pledge, mortgage, grant a security interest in or encumber any Acquired Assets;

(b) materially increase the base compensation of any Employee or grant any unusual or extraordinary bonuses, benefits or other forms of direct or indirect compensation to any Employee;

(c) enter into, amend or modify any employment or severance agreement or increase, terminate, amend or otherwise modify in any respect any plan or arrangement for the benefit of Employees of the System; or

(d) create any Assumed Liabilities, other than in the ordinary course of business consistent with past practices.

Section 9.03. **Due Diligence**. Seller shall cooperate with Purchaser's due diligence procedures and shall provide Purchaser and its representatives with reasonable access to its Files and Records and any facilities or properties upon request during normal business hours.

Section 9.04. **Cooperation**. Seller shall generally cooperate with Purchaser and its employees, attorneys, accountants and other agents and, generally, act in reasonably and good faith to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated by this Agreement, including but not limited to participating as a joint petitioner in the IURC approval proceeding.

Section 9.05. **Exclusivity**. In light of Seller's obligation to sell the Acquired Assets to Purchaser pursuant to the terms and conditions of this Agreement and except as otherwise provided in this Agreement, neither Seller nor any of the City's departments shall, through any employee, representative, agent or otherwise, directly or indirectly, (a) solicit, initiate or encourage submission of any inquiry, proposal or offer from any Person relating to any transaction involving any sale or transfer of any of the Acquired Assets or the System; (b) enter into or participate in any discussions or negotiations (except with Purchaser) regarding, or furnish any information to or cooperate with any Person (other than Purchaser) with respect to, any transaction involving any of the Acquired Assets or the System; or (c) enter into any agreement (except with Purchaser) relating in any manner to any transaction involving any sale or transfer of any of the Acquired Assets or the System.

Section 9.06. **Notification of Certain Matters**. Seller shall give prompt notice to Purchaser of:

(a) the occurrence, or failure to occur, of any event which occurrence or failure would, to Seller's Knowledge, be likely to cause any representation or warranty of Seller contained in this Agreement to be untrue or inaccurate in any material respect at any time from the Effective Date to the Closing Date; and

(b) any failure of Seller to comply with or satisfy in any material respect any covenant, condition, or agreement to be complied with or satisfied by Seller hereunder. Seller shall use commercially reasonable efforts to remedy promptly any such failure.

Section 9.07. Supplements and Updates to Representations and Warranties and Related Disclosure Schedules. Upon any notice pursuant to Section 9.06, Seller shall deliver to Purchaser any supplemental information updating or amending the information set forth in the representations and warranties set forth in Article IV of this Agreement (each a "Seller Schedule Supplement") so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date as if then made on such date, and each such Seller Schedule Supplement shall be deemed to be incorporated into and to supplement and amend the Disclosure Schedules as of the Closing Date; provided that no information added to or deleted from the representations and warranties of Seller and the updated Disclosure Schedules after the Effective Date shall impair Purchaser's right to assert failure of a condition precedent to Purchaser's obligations to consummate the transactions contemplated by this Agreement and/or a claim for a breach of the Seller's representations and warranties made on the Effective Date, and any Damages accruing to Purchaser shall be paid as provided in the indemnification provisions of this Agreement. At least ten (10) Business Days prior to the Closing Date, Seller shall advise Purchaser of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein. To the extent Purchaser fails to exercise its right to assert failure of a condition precedent to consummation of the transaction after Seller's disclosure of these facts and the Parties consummate the Closing, Purchaser shall be deemed to have waived its right to make a Claim based upon the facts as disclosed by Seller. The previous sentence, however, shall not apply to a breach or alleged breach of a representation or warranty contained in Section 4.01 or Section 4.02.

Section 9.08. Governmental Approvals. Promptly after the execution of this Agreement, or as required by Law, Seller shall file all applications and reports that are required to be filed by Seller with any Governmental Authority as provided on Schedule 4.04. Seller shall also promptly provide all information that any Governmental Authority may require in connection with any such application or report. Seller shall use all commercially reasonable efforts to obtain all consents and approvals of any kind from any Person in connection with the transactions contemplated hereby. All authorizations of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement shall have been obtained in form and content reasonably satisfactory to Purchaser and Seller prior to Closing and shall be final and non-appealable.

Section 9.09. Defeasance. Seller shall use commercially reasonable efforts to obtain all necessary approvals to defease or pay off all outstanding Bond Debt to Purchaser's reasonable satisfaction.

ARTICLE X.
PRE-CLOSING COVENANTS OF PURCHASER

Purchaser covenants and agrees to comply with the following provisions:

Section 10.01. Actions Before the Closing Date. Purchaser shall use commercially reasonable efforts not take any action which shall cause it to be in breach of any representation, warranty, covenant or agreement contained in this Agreement or cause it to be unable to perform in any material respect its obligations hereunder, and Purchaser shall use commercially reasonable efforts (subject to any conditions set forth in this Agreement) to perform and satisfy all conditions to Closing to be performed or satisfied by Purchaser under this Agreement, including action necessary to obtain all consents and approvals of third parties required to be obtained by Purchaser to effect the transactions contemplated by this Agreement.

Section 10.02. Cooperation. Purchaser shall generally cooperate with Seller and its Employees, attorneys, accountants and other agents and, generally, do such other acts and things in good faith as may be reasonable to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated in accordance with the provisions of this Agreement, including cooperating with Seller to obtain all necessary signatures, information, and documentation for any approvals or consents from any Governmental Authority.

Section 10.03. Notification of Certain Matters. Purchaser shall give prompt notice to Seller of:

(a) the occurrence, or failure to occur, of any event which occurrence or failure would, to the Knowledge of Purchaser, be likely to cause any representation or warranty of Purchaser contained in this Agreement to be untrue or inaccurate in any material respect at any time from the Effective Date to the Closing Date; or

(b) any failure of Purchaser to comply with or satisfy in any material respect any covenant, condition, or agreement to be complied with or satisfied by Purchaser hereunder. Purchaser shall use commercially reasonable efforts to remedy promptly any such failure.

Section 10.04. Supplements and Updates to Representations and Warranties and Related Disclosure Schedule. Upon notice pursuant to Section 10.03, Purchaser shall deliver to Seller any supplemental information updating or amending the information set forth in the representations and warranties set forth in Article V of this Agreement (each a "Purchaser Schedule Supplement") so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date as if then made on such date, and each such Purchaser Schedule Supplement shall be deemed to be incorporated into and to supplement and amend the Disclosure Schedules as of the Closing Date; provided that no information added to or deleted from the representations and warranties of Purchaser and the updated Disclosure Schedules after the Effective Date shall impair Seller's right to assert failure of a condition precedent to Seller's obligations to consummate the transactions contemplated by this Agreement and/or a claim for a breach of the Purchaser's representations and warranties made on the Effective Date, and any Damages accruing to Seller shall be paid as provided in the indemnification provisions of this Agreement. At least ten (10) Business Days prior to the Closing Date, Purchaser shall advise Seller of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein. To the extent Seller fails to exercise its right to assert failure of a condition precedent to consummation of the transaction after Purchaser's disclosure of these facts and the Parties consummate the Closing, Seller shall be deemed to have waived its right to make a Claim based

upon the facts as disclosed by Purchaser. The previous sentence, however, shall not apply to a breach or alleged breach of a representation or warranty contained in Section 5.01 or Section 5.02.

Section 10.05. Governmental Approvals. Promptly after the execution of this Agreement, or as required by Law, Purchaser shall file all applications and reports which are required to be filed by Purchaser with any Governmental Authority as provided on Schedule 5.04. Purchaser shall also promptly provide all information that any Governmental Authority may reasonably require in connection with any such application or report. Purchaser shall use all commercially reasonable efforts to obtain all required consents and approvals of any kind from any Person in connection with the transactions contemplated hereby. All authorizations of any Governmental Authority (including without limitation the IURC) necessary to the consummation of the transactions contemplated by this Agreement shall have been obtained in form and content reasonably satisfactory to Purchaser and Seller prior to Closing and shall be final and non-appealable.

ARTICLE XI.
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLER

Notwithstanding any provision of this Agreement to the contrary, the obligation of Seller to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Seller in its sole discretion:

Section 11.01. Consents and Approvals. Receipt of all required material, non-governmental third-party consents and any other approvals necessary to consummate the transactions contemplated by this Agreement and all consents, waivers, authorizations and approvals of any Governmental Authority (including without limitation the IURC) or any third party necessary to permit the consummation of the transactions contemplated by this Agreement shall have been duly obtained in form and content reasonably satisfactory to Seller in its sole discretion and shall be final and non-appealable and in full force and effect on the Closing Date;

Section 11.02. Representations and Warranties of Purchaser. All representations and warranties made by Purchaser in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made by Purchaser on and as of that date, and Seller shall have received a certificate to that effect from Purchaser dated as of the Closing Date;

Section 11.03. No Injunctions. Neither of Seller nor Purchaser shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement;

Section 11.04. Legal Opinions. Appropriate legal opinions, closing instruments, certificates and other documentation to Seller's satisfaction shall have been executed and delivered by Purchaser and Purchaser's legal counsel, as applicable;

Section 11.05. Performance of the Obligations of Purchaser. Purchaser shall have performed in all material respects all obligations required under this Agreement to be performed

by Purchaser on or before the Closing Date, and Seller shall have received a certificate to that effect from Purchaser dated as of the Closing Date;

Section 11.06. Bond Debt Defeasance/Pay Off. Seller shall have obtained all necessary approvals and commitments to defease or pay off all outstanding Bond Debt to Seller's satisfaction; and

Section 11.07. Deliveries by Purchaser. Purchaser shall have made delivery to Seller of the documents and items specified in Section 13.03 herein; and

Section 11.08. Performance of the Obligations of Purchaser. Purchaser shall have performed in all material respects all obligations required under this Agreement to be performed by Purchaser on or before the Closing Date, and Seller shall have received a certificate to that effect from Purchaser dated the Closing Date.

Section 11.09. Simultaneous Closing. Sellers shall be satisfied that Purchaser has satisfied all conditions precedent with respect to that certain Asset Purchase Agreement by and between the City and Purchaser's Affiliate, Citizens Water of Westfield, LLC, dated as of the Effective Date ("Water Purchase Agreement") and that the transactions contemplated by the Water Purchase Agreement have closed simultaneously with the transactions contemplated by this Agreement.

ARTICLE XII.
CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Notwithstanding any provision of this Agreement to the contrary, the obligation of Purchaser to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Purchaser in its sole discretion:

Section 12.01. Consents and Approvals. Receipt of all required material, non-governmental third-party consents and any other approvals necessary or advisable to consummate the transactions contemplated by this Agreement and all consents, waivers, authorizations and approvals of any Governmental Authority or any third party necessary to permit the consummation of the transactions contemplated by this Agreement shall have been duly obtained in form and content satisfactory to Purchaser in its reasonable discretion and shall be final and non-appealable and in full force and effect on the Closing Date, including without limitation, resolutions of the Purchaser's Board approving the transactions described herein;

Section 12.02. Representations and Warranties of Seller. All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made by Seller on and as of that date, and Purchaser shall have received a certificate to that effect from Seller dated as of the Closing Date;

Section 12.03. Due Diligence. Purchaser shall have completed its due diligence review and shall have found the results reasonably satisfactory;

Section 12.04. Financing. Purchaser shall have secured financing necessary to complete the transactions described in this Agreement, on terms acceptable to Purchaser in its sole discretion.

Section 12.05. No Injunctions. Neither of Seller nor Purchaser shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement;

Section 12.06. No Material Adverse Change. There shall not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System;

Section 12.07. Legal Opinions. Appropriate legal opinions, closing instruments, certificates and other documentation to Purchaser's satisfaction shall have been executed and delivered by Seller and Seller's legal counsel, as applicable;

Section 12.08. Deliveries by Seller. Seller shall have made delivery to Purchaser of the documents and items specified in Section 13.02 herein;

Section 12.09. Performance of the Obligations of Seller. Seller shall have performed in all material respects all obligations required under this Agreement to be performed by Seller on or before the Closing Date, and Purchaser shall have received a certificate to that effect from Seller dated as of the Closing Date;

Section 12.10. IURC Approval of Purchaser Petition. IURC approval of Purchaser's petition (submitted at Purchaser's expense, excluding Seller's expenses in connection with such petition and proceedings) in a final non-appealable order that Purchaser determines in its reasonable discretion, does not contain findings, terms or conditions that materially, adversely impact valuation or Purchaser's ability to consummate the transaction or operate the System. An acceptable IURC order must include without limitation, the following:

(a) approval of the acquisition of the System by Purchaser, including without limitation approval of all necessary consents, licenses, permits, certificates and franchises to provide utility service through the System following the Closing, and a finding that the acquisition is reasonable and in the public interest;

(b) approval of accounting and rate base treatment of Utility Plant identified on Schedule 12.10(b) as of the dates indicated and in a manner consistent with that set forth in Schedule 12.10(b);

(c) to the extent determined by Purchaser to be necessary or desirable, approval of Purchaser's assumption of Assumed Liabilities and issuance of debt and equity, in the manner determined by Purchaser;

(d) determination of rates and charges consistent with Schedules 7.05 and 7.07;

(e) to the extent determined by Purchaser to be necessary or desirable, approval of any operating and other affiliate agreements; and

(f) approval of Purchaser's proposed depreciation rates as set forth on Schedule 12.10(f).

Section 12.11. Satisfaction of Seller's Bonds and Notes. Evidence to Purchaser's satisfaction in its reasonable discretion of the payment, release, defeasance and/or redemption of Seller's Bonds and Notes (the "Bond Payoff").

Section 12.12. Environmental Approvals. The receipt of copies of any EPA and IDEM applications, notifications or requests to transfer Environmental Permits, as set forth in Schedule 12.12, timely submitted in the form required by EPA or IDEM and necessary to consummate the transactions contemplated by this Agreement and the receipt of any EPA or IDEM approvals or consents necessary to consummate the transaction in form and content satisfactory to Purchaser in its reasonable discretion, and without terms or conditions not included in such previous Environmental Permits that materially, adversely impact Purchaser's ability to consummate the transaction or which otherwise have a Material Adverse Effect.

Section 12.13. Simultaneous Closing. Purchaser shall be satisfied that the City has satisfied all conditions precedent with respect to the Water Purchase Agreement and that the transactions contemplated by the Water Purchase Agreement have closed simultaneously with the transactions contemplated by this Agreement.

ARTICLE XIII.
CLOSING

Section 13.01. Closing Date. The Closing shall take place at the offices of Faegre Baker Daniels, at 300 N. Meridian Street, Indianapolis, IN 46204, at 10:00 a.m. eastern standard time on the earliest agreed upon date after the date upon which all the conditions precedent to Closing described in this Agreement have been fulfilled or waived and Purchaser and Seller receive the last of the required consents, waivers, authorizations and approvals from the Governmental Authorities, in each case, for the transactions contemplated by this Agreement, or at such other place and time, or on such other date, as may be mutually agreed to by the Parties (the "Closing Date"). The Closing shall be effective at 12:01 a.m., Indianapolis time, on the Closing Date (the "Closing Effective Time").

Section 13.02. Deliveries by Seller. At the Closing, Seller shall have delivered to Purchaser executed copies of the following agreements, documents and other items:

(a) A Quitclaim Deed conveying to Purchaser all of Seller's rights, title and interest in and to the Real Property;

(b) A Bill of Sale transferring all of the Acquired Assets comprising personal property;

(c) Possession of the Acquired Assets, including without limitation, the Real Property;

(d) A duly executed counterpart to an Assignment and Assumption Agreement with respect to the Assumed Liabilities and the Occupancy Agreements (the "Assignment and Assumption Agreement");

(e) A duly executed counterpart to the Escrow Agreement;

(f) A duly executed counterpart to the Transition Services Agreement;

(g) A duly executed counterpart to the Billing Services Agreement;

(h) A duly executed counterpart to the Public Works Building Lease;

(i) Copies of each consent, waiver, authorization and approval required pursuant to Section 4.04 of this Agreement;

(j) The consents or approvals required for all of the Assigned Contracts, Intellectual Property and Licenses and Permits, to the extent required hereunder;

(k) Title certificates to any motor vehicles included in the Acquired Assets, duly executed by Seller (together with any transfer forms necessary to transfer title to such vehicles);

(l) All Related Agreements, duly executed by Seller;

(m) An opinion letter of counsel for Seller, in a form mutually agreed to prior to Closing;

(n) Certificate of Seller pursuant to Section 12.02 of this Agreement;

(o) Copies or originals of all Files and Records, materials, documents and records in possession of Seller relating to the Real Property or the Assigned Contracts;

(p) Any documents duly executed by Seller required by the Title Company to issue final owner's title policies in accordance with the procedures set forth in Article VI;

(p) Evidence of Seller's submission of the required applications, notifications, or requests to transfer to EPA and IDEM as contemplated by Section 12.12;

(q) Copies of any Bond Payoff;

(r) All such other instruments of conveyance or other documents as shall, in the reasonable opinion of Purchaser and its counsel, be necessary to transfer to Purchaser the Acquired Assets in accordance with this Agreement or to carry out the terms of this Agreement, duly executed and acknowledged by Seller, if necessary, and in a recordable form.

Section 13.03. Deliveries by Purchaser. At the Closing, Purchaser shall have delivered to Seller the following agreements, documents and other items:

(a) A duly executed counterpart to the Assignment and Assumption Agreement;

(b) An opinion letter of counsel for Purchaser, in a form mutually agreed to prior to Closing;

(c) All Related Agreements, duly executed by Purchaser;

(d) A duly executed counterpart to the Escrow Agreement;

(e) A duly executed counterpart to the Transition Services Agreement;

(f) A duly executed counterpart to the Billing Services Agreement;

(g) A duly executed counterpart to the Public Works Building Lease;

(h) An opinion letter of counsel for Purchaser, in a form mutually agreed to prior to Closing;

(i) Certificates of Purchaser pursuant to Section 11.02 of this Agreement; and

(j) All such other instruments of assumption as shall be necessary, in the reasonable opinion of Seller and its counsel, for Purchaser to assume the Assumed Liabilities in accordance with this Agreement.

ARTICLE XIV.
TERMINATION

Section 14.01. **Events of Termination**. This Agreement may, by notice given in the manner hereinafter provided, be terminated and abandoned at any time prior to completion of the Closing:

(a) by Seller if there has been a material misrepresentation or a material default or breach by Purchaser with respect to Purchaser's representations and warranties in Article V of this Agreement or the due and timely performance of any of the material covenants or agreements of Purchaser contained in this Agreement, and in the case of a covenant or agreement default or breach, such default or breach shall not have been cured within ninety (90) days after receipt by Purchaser of notice specifying particularly such default or breach;

(b) by Purchaser if there has been a material misrepresentation or a material default or breach by Seller with respect to Seller's representations and warranties in Article IV of this Agreement or the due and timely performance of any of the material covenants and agreements of Seller contained in this Agreement, and in the case of a covenant or agreement default or breach, such default or breach shall not have been cured within ninety (90) days after receipt by Seller of notice specifying particularly such default or breach;

(c) by Purchaser if, in the judgment of Purchaser, a Material Adverse Effect has occurred since the Effective Date and the effect of such Material Adverse Effect has not been cured by Seller within ninety (90) days after receipt by Seller of notice specifying particularly such Material Adverse Effect;

(d) by Purchaser if, prior to the Closing Date, Purchaser is not satisfied with its business, financial, legal, environmental, regulatory and similar due diligence to Purchaser's satisfaction;

(e) by Seller or Purchaser at any time after the Outside Date, if the Closing has not occurred and the Party seeking to terminate this Agreement is not in any material respect in breach or default of any provisions of this Agreement that has not been expressly waived in writing**;**

(f) by Seller or Purchaser if (i) any Governmental Authority (other than the City, the Council or the Department) the consent from or approval by which is a condition to the obligations of the Parties to consummate the transactions contemplated hereby shall have determined not to grant its consent or approval as contemplated by this Agreement as applicable; or (ii) any court of competent jurisdiction shall have issued an order, judgment or decree (other than a temporary restraining order) restraining, enjoining or otherwise prohibiting the transactions contemplated hereby; or

(g) by mutual agreement of Seller and Purchaser.

This Agreement may not be terminated after completion of the Closing.

Section 14.02. Effect of Termination. In the event this Agreement is terminated pursuant to Section 14.01(c)-(g) of this Agreement, all obligations of the Parties shall terminate without any liability of a Party to the other Party; provided, however, that the obligations of the Parties set forth in Sections 15.01, 15.02 and 15.03 of this Agreement shall indefinitely survive the termination of this Agreement. Nothing in this Section 14.02 shall be deemed to release either Purchaser or Seller from any liability for any willful breach by such Party of the terms of this Agreement.

ARTICLE XV.
MISCELLANEOUS

Section 15.01. Confidentiality. Except as and to the extent required by law (including but not limited to the Indiana access to public record law at IND. CODE § 5-14-3) or pursuant to an order of a court of competent jurisdiction, no Party hereto shall, directly or indirectly, disclose or use (and no party shall permit its representatives to disclose or use) any Confidential Information (as defined below) with respect to any other Party furnished, or to be furnished, by such other Party hereto or its shareholders, directors, officers, agents, or representatives to any other Party hereto or its employees, directors, officers, agents or representatives in connection herewith at any time or in any manner other than in connection with the completion of the transactions contemplated by this Agreement and related transactions. For purposes of this paragraph, the term "Confidential Information" means any information about Purchaser, Seller or the System related to the transactions contemplated by this Agreement; provided, however, that such term does not include information which the receiving Party can demonstrate (a) is generally available to or known by the public other than as a result of improper disclosure by the receiving Party; (b) is obtained by the receiving Party from a source other than the disclosing

Party, provided that such source was not bound by a duty of confidentiality to the disclosing Party with respect to such information; or (c) is legally in the public domain.

Section 15.02. Public Announcements. Subject to applicable law, any public announcement relating to the transactions contemplated by this Agreement will be mutually agreed upon and jointly made by the Parties.

Section 15.03. Expenses; Brokers.

(a) Purchaser and Seller shall be responsible for and bear all of their respective costs and expenses incurred in connection with this Agreement, including, without limitation, any legal, accounting or other representative or advisor costs and expenses.

(b) Each Party will be responsible for any fees or expenses of any financial advisor, broker or finder retained by such Party payable upon consummation of the transactions contemplated by this Agreement.

Section 15.04. Utilities Proration. Purchaser shall be solely responsible for all utility charges with respect to the System on and after the Closing Date. Seller shall use commercially reasonable efforts to have meters for electricity, telephone, gas and water read as of the close of business on the day before the Closing Date or the opening of business on the Closing Date and for bills to be rendered to Seller based upon such readings. To the extent such meter readings are not used as the basis for calculating all such charges, the electricity, telephone, gas and water utility charges shall be pro-rated as of the closing of business on the Closing Date between Seller and Purchaser (based upon the number of days in applicable pre-Closing and post-Closing periods).

Section 15.05. Risk of Loss. The risk of loss of or damage to any of the Acquired Assets shall be on Seller at all times prior to the Closing Effective Time. In the event of any such loss or damage, Seller shall repair or replace the lost or damaged assets as soon as practicable at its sole cost and expense. Seller shall have no risk of loss of or damage to the Acquired Assets on and after the Closing Effective Time.

Section 15.06. Reasonable Efforts; Cooperation. Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to consummate the transactions contemplated by this Agreement and the Related Agreements. The Parties each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and the Related Agreements, and from time to time, upon the request of the other Parties to this Agreement and without further consideration, to execute, acknowledge and deliver in proper form any further instruments, and take such other action as the other Parties may reasonably require, in order to effectively carry out the intent of this Agreement and the Related Agreements. In addition, following the Closing, the Seller shall, from time to time, upon request of Purchaser, provide reasonable cooperation, free of charge, with respect to the operation of the System, including without limitation water conservation to the extent providing such cooperation

does not impose unduly burdensome financial or operational obligations upon Seller; *provided,* Seller may provide services requested by Purchaser for a reasonable fee agreed upon by the Parties.

Section 15.07. **Notices**. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement or any of the Related Agreements shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service if delivered personally; (b) at the time of receipt of confirmation by the transmitting party if by facsimile transmission; (c) at the time of receipt if given by electronic mail, provided that a Party sending notice by electronic delivery shall bear the burden of authentication and of proving transmittal, receipt and time of receipt; (d) on the third day after mailing if mailed by first class mail return receipt requested, postage prepaid and properly addressed as set forth in this Section 15.07; or (e) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Section:

If to Seller, to:

City of Westfield
Office of the Mayor
130 Penn Street
Westfield, IN 46074
Attention: Andy Cook, Mayor of the City

with copies to (which copy alone shall not constitute notice for the purposes of this Agreement):

Faegre Baker Daniels LLP
202 South Michigan Street, Suite 1400
South Bend, IN 46601-2020
Attention: Richard L. Hill

Krieg Devault
12800 North Meridian Street, Suite 300
Carmel, IN 46032-9422
Attention: Brian J. Zaiger

If to Purchaser, to:

Citizens Water of Westfield, LLC
2020 North Meridian Street
Indianapolis, IN 46202-1393
Attention: Aaron D. Johnson

with a copy to (which copy alone shall not constitute notice for the purposes of this Agreement):

Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46282
Attention: Richard J. Thrapp

Any Party may change its address and preferred recipient or other contact information for notice by giving notice to each other Party in accordance with the terms of this Section 15.07. In no event will delivery to a copied Person alone constitute delivery to the Party represented by such copied Person.

Section 15.08. Headings. The article, Section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 15.09. Construction.

(a) The Parties have participated jointly in the negotiation and drafting of this Agreement, and, in the event of an ambiguity or a question of intent or a need for interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

(b) Except as otherwise specifically provided in this Agreement (such as by "sole," "absolute discretion," "complete discretion," or words of similar import), if any provision of this Agreement requires or provides for the consent, waiver or approval of a Party, such consent, waiver and/or approval shall not be unreasonably withheld, conditioned or delayed.

(c) The Parties intend that each representation, warranty and covenant herein shall have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant, as the case may be.

(d) Words of any gender used in this Agreement shall be held and construed to include any other gender; words in the singular shall be held to include the plural; and words in the plural shall be held to include the singular; unless and only to the extent the context indicates otherwise.

(e) Reference to any Law means such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any Section or other provision of any Law means that provision of such Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such Section or other provision.

(f) The word "including" means "including, without limitation."

(g) References to documents, instruments or agreements shall be deemed to refer as well to all addenda, appendices, exhibits, schedules or amendments thereto.

Section 15.10. **Severability**. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 15.11. **Entire Agreement**. This Agreement and the Related Agreements represent the entire agreement among the Parties with respect to the subject matter hereof thereof and supersede all prior or contemporaneous written or oral agreements or understandings of any kind among the Parties hereto and thereto with respect to the subject matter hereof and thereof. All Exhibits and Schedules hereto are expressly made a part of this Agreement as fully as though completely set forth herein.

Section 15.12. **Amendments; Waivers**. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Parties hereto, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 15.13. **Parties in Interest**. Nothing in this Agreement is intended to confer any rights, remedies or obligations under or by reason of this Agreement on any Person other than Seller and Purchaser and their respective Affiliates, successors and permitted assigns. For the avoidance of doubt, the Parties intend that only Seller and Purchaser shall have any rights, remedies or obligations to each other under this Agreement. In no event shall any Affiliate of Seller or Purchaser have any right, remedy or obligation under this Agreement or any Related Agreement unless otherwise expressly set forth herein.

Section 15.14. **Successors and Assigns**. No Party hereto shall assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the other Party hereto, and any attempted assignment or delegation without prior written consent shall be void and of no force or effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the Parties hereto.

Section 15.15. **Governing Law; Jurisdiction**. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Indiana (without giving effect to the principles of conflicts of laws thereof). Subject to Section 8.02, the Parties hereto irrevocably agree and consent to the jurisdiction of the courts of the State of Indiana and the federal courts of the United States, sitting in Indianapolis, Indiana, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in a state or federal court

located in Hamilton County or Marion County, Indiana, as applicable, and all objections as to personal jurisdiction and venue are waived.

Section 15.16. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute the same instrument.

[THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the date first above written.

"SELLER"

CITY OF WESTFIELD

By: _____

Printed: _____

Its: _____

"PURCHASER"

CITIZENS WATER OF WESTFIELD, LLC

By: _____

Printed: _____

Its: _____

THE CITY OF WESTFIELD DEPARTMENT OF PUBLIC WORKS ACTING BY AND THROUGH THE PUBLIC WORKS BOARD

By: _____

Printed: _____

Its: _____