

EXHIBIT E

SPECIAL CONTRACT BETWEEN CWA AUTHORITY, INC. AND [INTERVENOR] FOR SEWAGE AND WASTEWATER TREATMENT AND DISPOSAL SERVICES

This Special Contract ("Special Contract") is executed on March ²³, 2017, by and between CWA Authority, Inc. ("CWA") and the City of Lawrence, Indiana ("Intervenor") (hereinafter, CWA and Intervenor may be referred to collectively as the "Parties").

RECITALS

WHEREAS, CWA is an Indiana nonprofit corporation created pursuant to an Interlocal Cooperation Agreement entered into by the City of Indianapolis, Indiana (the "City"), the Sanitary District of the City, and Citizens Energy Group in accordance with the Interlocal Cooperation Act;

WHEREAS, Intervenor is a municipality and political subdivision established under the laws of the State of Indiana;

WHEREAS, Intervenor and the City, acting by and through its Board of Public Works, entered into that certain Agreement for Wastewater Treatment and Disposal Service between the City of Indianapolis and the Intervenor dated November 13, 1998, as thereafter amended (the "Current Contract"), whereby the City agreed to provide sewage and wastewater transportation, treatment and disposal services to Intervenor pursuant to the terms of the Current Contract;

WHEREAS, the Current Contract was assigned to CWA pursuant to the Indiana Utility Regulatory Commission's (the "Commission") Order dated July 13, 2011 in Cause No. 43936;

WHEREAS, at the request of CWA, the Commission created a subdocket (Cause No. 44685-S1) to review certain agreements for wastewater transportation, treatment and disposal services (including but not limited to the Current Contract) with the Intervenor and various other satellite customers. Such subdocket was designed for review of cost allocation issues related to those agreements and the establishment of rates for the Intervenor and other satellite customers;

WHEREAS, in its case-in-chief filed in Cause No. 44685-S1, CWA sought termination of the Current Contract; transition of all satellite customers to a new Sewer Rate No. 6; a determination of the existence of a subsidy benefitting Intervenor; and an increase in rates charged by CWA to Intervenor in Cause No. 44685 over an 8-year transition period;

WHEREAS, as a compromise, Intervenor and CWA have agreed to terminate the Current Contract effective December 31, 2018 pursuant to a Settlement Agreement dated March ²³, 2017 and this Special Contract;

WHEREAS, CWA filed with the Commission for its approval Sewer Rate No. 6, which sets forth certain rates and charges and terms and conditions for wholesale sewage disposal service to become effective with regard to Intervenor on January 1, 2019;

WHEREAS, CWA, Ben Davis Conservancy District, the City of Greenwood, Indiana, the City of Lawrence, Indiana, and the Indiana Office of the Utility Consumer Counselor have

reached a settlement of all issues in Cause No. 44685-S1 and filed a Settlement Agreement with the Commission for its approval;

WHEREAS, in connection with the settlement of Cause No. 44685-S1, the Parties desire to set forth additional, or in some cases alternative, terms and conditions from those set forth in Sewer Rate No. 6, whereby CWA will continue to provide sewage and wastewater transportation, treatment and disposal services to Intervenor, subject to the Commission's approval of this Special Contract, Sewer Rate No. 6 and the Settlement Agreement; and

WHEREAS, an integral element of the settlement of Cause No. 44685-S1, and the avoidance of any appeal of rulings in such subdocket, is the approval by the Commission of this Special Contract.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions. The following terms, when used in this Special Contract with initial capital letters, shall have the following meanings:

"Act" shall mean the Public Service Commission Act of Indiana, IC 8-1-2 *et seq.*, as amended.

"Average Daily Flow" shall mean the total flow as reflected on the previous 12 monthly reports submitted to CWA divided by the number of days covered by those monthly reports.

"Beech Grove" shall mean the City of Beech Grove, Indiana.

"Ben Davis" shall mean Ben Davis Conservancy District.

"Commission" shall mean the Indiana Utility Regulatory Commission.

"Connection Charges" shall mean system development fees or capacity fees (i.e., per home, EDU, etc.).

"City" shall mean the Consolidated City of Indianapolis, Indiana, acting by and through its Board of Public Works.

"Current Contract" shall mean that certain Agreement for Wastewater Treatment and Disposal by and between Intervenor and the City, originally dated November 13, 1998, as assigned to CWA pursuant to the Commission's Order dated July 13, 2011 in Cause No. 43936.

"Effective Date" shall be the date upon which the Commission approves this Special Contract by a Final Order in Cause No. 44685-S1.

"Fixed Costs" shall mean the costs paid by Intervenor pursuant to Section 8.04 of the Current Contract as limited in Section 4 A of this Special Contract.

“Greenwood” shall mean the City of Greenwood, Indiana.

“Hamilton Southeastern” shall mean Hamilton Southeastern Utilities, Inc.

“Lawrence” shall mean the City of Lawrence, Indiana.

“New Target Treatment Rate” shall mean the revised Satellite target treatment rate of \$2.4852/1000 gallons taking effect for Intervenor on January 1, 2025. Intervenor shall transition from its Current Contract treatment rate to the New Target Treatment Rate in seven (7) annual steps, starting January 1, 2019 as shown in Section 4 B of this Special Contract.

“OUCC” shall mean the Indiana Office of Utility Consumer Counselor.

“Peak Daily Flow” shall mean the total gallons of flow in any 24-hour period which period begins at 12:00 A.M. and ends at 11:59 P.M.

“Permitted Capacity” shall mean the capacity Average Daily Flow and Peak Daily Flow rate available to the Intervenor as specified in Section 5 of this Special Contract.

“Phase One” shall mean the time period of January 1, 2019 through January 1, 2025.

“Phase Two” shall mean the time period of January 1, 2025 through January 1, 2029.

“Satellite Customers” shall mean Beech Grove, Ben Davis, Whitestown, Greenwood, Hamilton Southeastern, Lawrence and Tri-County.

“Satellite Tariff Treatment Rate” shall mean the Treatment Charge reflected in Sewer Rate No. 6 at January 1, 2026, as adjusted from time to time by Commission Order.

“Settlement Agreement” shall mean that certain Settlement Agreement by and among CWA, Ben Davis, Greenwood, Lawrence and the OUCC dated March 23, 2017.

“Sewer Rate No. 6” shall mean that certain “Sewer Rate No. 6 – Wholesale Sewage Disposal Service,” as approved by the Commission, as may be adjusted or amended from time to time, attached hereto as Exhibit 1.

“Special Contract” shall mean this Special Contract by and between CWA and Intervenor for Sewage and Wastewater Treatment and Disposal Services.

“Tri-County” shall mean Tri-County Conservancy District.

“Whitestown” shall mean the Town of Whitestown, Indiana.

2. Incorporation. The Recitals are incorporated herein and made a part hereof as if restated in full.

3. Term. This Special Contract shall commence on the Effective Date and shall terminate on January 1, 2029.

4. Rates.

A. Current Contract. The Current Contract shall remain in effect up to and including December 31, 2018; provided, however, that the Fixed Costs in the Current Contract will be fixed at \$169,600.00 per year through December 31, 2018. The Current Contract shall terminate and be of no further force or effect on January 1, 2019, and upon such termination, Wholesale Sewage Disposal Service provided by CWA to Intervenor shall be pursuant to Sewer Rate No. 6, except as otherwise provided by this Special Contract.

B. Phase One. Effective January 1, 2019 through January 1, 2025, Intervenor shall transition from the treatment rate under the Current Contract to the New Target Treatment Rate in seven (7) annual steps, the first step of which taking effect on January 1, 2019, and the full New Target Treatment Rate taking effect on January 1, 2025, as follows:

Effective January 1, 2019	\$0.9718 per 1,000 gallons
Effective January 1, 2020	\$1.1721 per 1,000 gallons
Effective January 1, 2021	\$1.4148 per 1,000 gallons
Effective January 1, 2022	\$1.7070 per 1,000 gallons
Effective January 1, 2023	\$2.0260 per 1,000 gallons
Effective January 1, 2024	\$2.2556 per 1,000 gallons
Effective January 1, 2025	\$2.4852 per 1,000 gallons

During Phase One, any Commission-approved rate increase shall not apply to Intervenor or impact the rates set forth in this subsection.

C. Phase Two. Effective January 1, 2025 through January 1, 2029, Intervenor shall transition from the Phase One rates to the Satellite Tariff Treatment Rate in four (4) proportional annual steps. The first step will take effect on January 1, 2026, and the then-current Satellite Tariff Treatment Rate will take effect on January 1, 2029. Any Satellite Tariff Treatment Rate increases approved by the Commission during Phase Two shall be incorporated into the Phase Two rate schedule, which shall be recalculated using the revised cost of service study methodology described in the Settlement Agreement. During and after Phase Two, except as otherwise provided in Section 6 below, Intervenor will be subject to any tracker-like mechanisms applicable to Satellite Customers and approved by the Commission for CWA, including but not limited to the Environmental Compliance Plan Recovery Mechanism ("ECPRM") authorized by IC 8-1-28 and the Commission's Order in Cause No. 44053 and the System Integrity Adjustment ("SIA") authorized by IC 8-1-31.5.

D. Other Rates and Charges. During the term of this Special Contract, (i) Intervenor shall be subject to extra strength and excess capacity surcharges, as provided for in Sewer Rate No. 6; (ii) Intervenor shall not be subject to any Connection Charges under Sewer Rate No. 6; (iii) during Phase Two, any rate increase under Sewer Rate No. 6 shall take effect no sooner than 35 days after Commission approval; and (iv) CWA will provide 30 days written notice to Intervenor prior to initiating any requests before the Commission to change any rate, charge, tracker or other fees.

5. Permitted Capacity. Intervenor shall be allotted Permitted Capacity in the amount of 8 MGD for Average Daily Flow and 20 MGD for Peak Daily Flow. Intervenor is authorized to issue letters certifying wasteload allocations under 327 IAC 3-2-2(c)(6), subject to the Permitted Capacity limitations set forth herein. Intervenor may apply for additional capacity beyond the Permitted Capacity by submitting a written application to CWA. CWA will evaluate and model any such request to determine if additional flows can be accommodated by the CWA collection system without the need for system improvements. If so, CWA shall approve such additional capacity request. If CWA collection system improvements are required to accommodate Intervenor's additional flow request, CWA may require from Intervenor co-funding of system improvements based on a ratio of the community's wet weather peak flow versus the total wet weather peak flow in the impacted sections of the CWA collection system. CWA will not charge Intervenor any Connection Charges for any new connections to Intervenor's collection systems.

6. Revised Cost of Service Allocation Methodology. The Phase One rates set forth in this Special Contract reflect the use of a revised cost of service allocation methodology as prescribed in the Settlement Agreement filed in Cause No. 44685-S1.

7. Regulatory Approval and Authority. This Special Contract is expressly conditioned upon the Commission's approval and acceptance in such form and substance as shall be acceptable to CWA and Intervenor, without any change or condition unacceptable to either CWA or Intervenor. CWA and Intervenor shall use their best efforts to secure Commission approval and acceptance of this Special Contract at the earliest practicable date. In the event the Commission does not approve this Special Contract in its entirety, either CWA or Intervenor may withdraw from this Special Contract and the Settlement Agreement by giving the other Party not less than 10 days' written notice stating that Party's intention to withdraw from this Special Contract. In the event that a Party withdraws from this Special Contract, this Special Contract shall be null and void as of the date of such withdrawal and the terms and conditions of the Current Contract shall apply. Solely for purpose of compromise, and with the expectation that the Commission will approve this Special Contract and the Settlement Agreement in their entirety, the Parties expressly acknowledge the Commission has jurisdiction over this Special Contract and may propose to change this Special Contract in the future if any of its provisions are found at such time to adversely affect the public interest, or become inconsistent with the purposes of the Act, as amended, following notice to the Parties to this Special Contract, and a hearing, as provided by the Act.

8. Conflict with Sewer Rate No. 6. Sewer Rate No. 6 shall apply to Intervenor, however, in the event of a conflict between the provisions of this Special Contract and the provisions of Sewer Rate No. 6, then the provisions of this Special Contract shall control.

9. Notice. Except as otherwise provided in this Special Contract, notice to Intervenor under this Special Contract shall be sent by certified or registered United States mail, first class, postage prepaid, return receipt requested as follows:

Office of the Mayor
City of Lawrence, Indiana
9001 East 59th Street
Lawrence, IN 46216

with a copy to:
Brian C. Bosma, Esq.
Kroger, Gardis & Regas, LLP
111 Monument Circle, Ste. 900
Indianapolis, IN 46204

Except as otherwise provided in this Special Contract, notice to CWA under this Special Contract shall be sent by certified or registered United States mail, first class, postage prepaid, return receipt requested as follows:

CWA Authority, Inc.
2020 North Meridian Street
Indianapolis, Indiana 46202

With a copy to:

Legal Department
CWA Authority, Inc.
2020 North Meridian Street
Indianapolis, Indiana 46202

Notice under this Special Contract may alternatively be given to Intervenor or CWA by personally delivering a copy of the notice to the applicable address specified in this Section 9. Notice provided in accordance with this Section 9 shall be deemed given under this Special Contract as of the date of receipt of such notice. Intervenor and CWA may, from time to time, designate a different person to whom notice under this Section 9 may be given. Any such designation shall be in writing and given in the manner provided in this Section 9.

10. Miscellaneous

A. Agreement to be Construed as a Whole. The language of this Special Contract shall be construed as a whole according to its fair meaning and in accordance with its purpose and without regard to who may have drafted any particular provision herein. The Parties agree and acknowledge that both Parties took part in drafting this Special Contract. All of the terms and conditions of this Special Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

B. Sole Purpose. This Special Contract and the rates, charges, terms and conditions contained herein are applicable only to the sewage disposal services furnished by CWA and as requested by Intervenor under this Special Contract and Sewer Rate No. 6. Nothing in this Special Contract shall be interpreted as establishing an all requirements contract, with the exception of the terms of the Monthly Minimum Capacity Charge as specifically provided in Sewer Rate No. 6 related to metered connections.

C. Good Faith Efforts. The Parties agree that each Party shall in good faith take all reasonable actions necessary to permit such Party to fulfill its obligations under this Special Contract. Where the consent, agreement or approval of either Party must be obtained hereunder, such consent, agreement or approval shall not be unreasonably withheld, conditioned or delayed. Where either Party is required or permitted to act, or omit to act, based on its opinion or judgment, such opinion or judgment shall not be unreasonably exercised. The Parties further acknowledge that CWA will not object to Intervenor's exercising its right to seek approval of alternative sewage treatment solutions in the future, including constructing its own treatment facilities or connecting to treatment facilities other than that owned by CWA.

D. Entire Agreement. This Special Contract contains the entire understanding between the Parties as to all matters referred to herein. No other representations, covenants, undertakings or prior or contemporaneous agreements, whether oral or written, regarding any matters that are not specifically contained and incorporated in this Special Contract, shall be deemed to have any effect or binding impact upon the Parties. The Parties acknowledge that they have not been coerced to enter into this Special Contract.

E. Governing Law. This Special Contract shall be governed by and construed in accordance with the laws of the State of Indiana.

F. Warranties and Representations. All Parties represent and warrant, and shall be estopped to deny, each of the following:

(a) that the signatory is legally competent and duly authorized to execute this Special Contract on behalf of the Party;

(b) that they have had a reasonable opportunity to review and consider this Special Contract and that they have read and understood the terms of this Special Contract;

(c) that they have been provided an opportunity to consult with an attorney of their own choosing prior to executing this Special Contract;

(d) that in executing this Special Contract, they are not relying on any statement, representation, or promise of any other party or the counsel of any other party other than as expressly set forth in this Special Contract;

(e) that they have not executed this Special Contract in reliance upon any promises, representations, warranties, or statements except as specifically set forth in this

Special Contract, the Settlement Agreement, and Sewer Rate No. 6. The Parties acknowledge that this Special Contract, the Settlement Agreement, and Sewer Rate No. 6 are intended to be an integrated settlement; and

(f) the provisions of Sections 5 and 10 B, C, F (f) and G shall continue in full force and effect beyond the term, or termination, of this Special Contract; provided that Intervenor shall no longer be allotted the Permitted Capacity under Section 5 to the extent Intervenor implements an alternative sewage treatment solution as provided for in Section 10 C. In such case, the Permitted Capacity shall be reduced by a like amount or otherwise renegotiated in good faith.

G. Binding Effect. This Special Contract shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, successors and assigns.

H. Counterparts. This Special Contract may be executed by the Parties in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Facsimile or PDF signatures shall have the same force and effect as if in original ink.

I. Special Matters. The Parties acknowledge that CWA and Intervenor have established several informal metering and offset arrangements which the parties desire to ratify, confirm and formalize in this subsection. These arrangements include the following:

- i. Kroger Complex. Intervenor provides drinking water to the sewer customers located at the Kroger Complex at 82nd and Fall Creek Road, Lawrence, Indiana ("Kroger Complex") as illustrated in Exhibit 2. The Parties agree there is no suitable location for a sewage flow meter for the discharge from these properties. Intervenor shall continue to provide CWA with water usage readings for the Kroger Complex on a monthly basis, and CWA shall continue to bill Intervenor for sewage flow for the Kroger Complex based on these water meter readings, subject to CWA's reasonable requests to confirm such readings.
- ii. Glick Addition. The Parties acknowledge that 22 homes in the Glick Addition located on the South side of 46th Street between Post Road and Mitthoeffer Road, as illustrated in Exhibit 3, are unmetered, and the flow from these properties does not support the cost of installing and monitoring a meter. In lieu of a meter, the flow from this Glick Addition shall be calculated and billed based on Equivalent Dwelling Units (EDUs). Each EDU shall be deemed to have a daily flow of 310 gallons. The monthly flow volume for this Glick Addition will be calculated and added to the monthly metered flows on the monthly invoice for Lawrence.

IN WITNESS HEREOF, the Parties have executed and delivered this Special Contract as of the date first set forth above.

Date: 3/23/2017

CWA Authority, Inc.

By: Jeffrey A. Willman

Printed: Jeffrey A. Willman

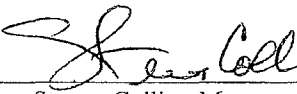
Title: Vice President Water Operations

RT

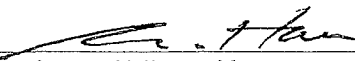
Intervenor

CITY OF LAWRENCE, INDIANA

Date: 3/17/2017

By: 
Steven Collier, Mayor

LAWRENCE UTILITY SERVICE BOARD

By: 
Steven Hall, President